

ARTICLE IX -- WORKING CONDITIONS

Section 1. Work Scheduling

- A. The standard number of working hours during any standard work week will normally be 40 hours, except as noted in Appendix III.
- B. The normal work week shall consist of no more than five consecutive days of work at the regular rate of pay.
- C. Employees shall be entitled to two days off at the completion of the standard work week.
- D. Where weekend work is a practice, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.
- E. Work schedules will not be altered by changing the number of hours per day to avoid the payment of overtime. Work schedules may be altered due to emergency conditions or factors beyond the Board's control.

It is understood and agreed to that, should it become necessary to establish a regular work schedule which includes Saturdays, negotiations may be reopened on this issue. It is understood that these negotiations will precede implementation of the decision.

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

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

This schedule change may be implemented by the Board after notification to the Union. Employees affected shall be given not less than two weeks' notice of the change in schedule.

- F. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled workday, unless they are compensated for such additional time.
- G. Whenever possible, management will schedule and conduct informational/update workshops for bus drivers and bus aides to coincide with regularly-scheduled teacher planning days. Any such workshop held prior to school opening will coincide with a teacher planning day.
- H. Whenever possible, employees affected by a permanent change in their work location, due to work load adjustments, shall be given no less than two weeks' notification of such change.

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- I. Media services employees (assigned to WLRN) may have their daily work schedules adjusted (i.e., beginning and ending times adjusted, but not overall daily working hours) in response to the demands of radio and television production and/or broadcast schedules. Employees shall be provided written notification at least three working days prior to any work schedule change.

Section 2. Emergency Work

- A. When an emergency is declared by the Superintendent and employees are generally excused from work because of the emergency, those employees required to work during the emergency will receive two times their regular rate of pay for such work.
- B. When an emergency is declared by the Superintendent of Schools, resulting in a M-DCPS work location being temporarily unavailable for regular work assignments, affected full-time permanent/probationary and part-time permanent/probationary employees shall be offered similar positions with equivalent working hours at other M-DCPS work locations where vacancies exist. Refusal to accept such positions may result in a recommendation for layoff, subject to provisions in Article X, Section 2.

Section 3. Project Employees

New employees hired for the duration of a specific federally or state-funded project or projects shall be subject to a three-month probationary provision and then considered as annual employees for the duration of their employment project. When a project continues into the next fiscal year, the continued employment of project employees is subject to the management decision to reappoint any or all such employees. Continued employment from one fiscal year to the next is not automatic. A management decision not to reappoint shall not be grievable or arbitrable. These employees will be entitled to all rights and benefits provided for full-time probationary/permanent employees in this Agreement, except that termination due to expiration of the employment project shall not be subject to appeal. Every effort will be made to provide permanent employment for these personnel. Personnel terminated due to project expiration will not retain any rights of rehiring and may be rehired as temporary or permanent employees, without regard to length of employment or order of termination.

Section 4. Probationary Employees

- A. Newly-Hired Employees
 1. Newly-hired employees in the bargaining unit (except temporary, hourly, or substitute employees) shall be considered probationary for the first three calendar months; thereafter, they shall be considered annual employees, subject to annual reappointment. During such probationary period, employees may be terminated without recourse under this Contract.
 2. If, at any time during the probationary period, the newly-hired employee's performance is considered unacceptable, the probationary employee shall be terminated.

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B. Promoted Employees

1. An employee who is promoted shall be considered probationary for the first three calendar months in the new position. During such probationary period, if such employee's performance is determined by the supervising administrator or principal to be unacceptable, the employee shall be returned to a position substantially equivalent to the one held prior to the promotion, as soon as such a position is available. Such employees may request an informal hearing by, or written explanation from, the chief personnel officer for Human Resources (or designee). The employee's request for a hearing must be made no later than 10 working days after official notification, in writing, by the supervising administrator or principal that his/her performance is unacceptable. The hearing shall be conducted within 30 working days of such request. The decision of the chief personnel officer shall be final and shall not be subject to a grievable, litigable, or reviewable process.
2. A promoted probationary employee shall be treated as a permanent employee for purposes of determining applicable contractual rights and benefits.

Section 5. "Acting" Appointments

- A. In the event an employee is placed in a position of "acting" for a period of time that exceeds one week, such employee and the Union shall receive notification, in writing, of "acting" status by the supervising administrator, and such notice shall be provided at the beginning of the appointment. Employees shall be compensated at the in-hiring rate for the class to which they are acting, provided such rate is at least one pay step higher than they are currently receiving and such rate shall begin retroactive to the first day of appointment to the acting position. An employee may be placed in an "acting" position for a period of time which shall not exceed 90 calendar days, except where otherwise agreed to by the parties. Notice of termination of acting status shall be provided to the employee and the Union at the termination of the acting appointment. The employee shall revert to his/her previous rate of compensation upon termination of such "acting" status. Acting appointments made to open, budgeted unencumbered PACs will be limited to 30 working days. Such appointments shall occur only one time for any of these open PACs.
- B. Where the acting appointment is to a position encumbered by an employee on Board-approved leave or other Board-approved absence (including absence due to acceptance of an acting appointment), and the leave of absence is expected to be more than 10 working days, but less than one year, the duration of the acting appointment shall be until the job incumbent returns from the leave of absence, or until the position becomes unencumbered and a qualified permanent replacement is competitively selected, or until the supervising administrator terminates the acting appointment, whichever occurs first.

Section 6. Temporary Employees

- A. An individual hired for a temporary position shall acknowledge, in writing, the understanding that the position is "temporary" and without any expectation of continued employment beyond that approved by the Office of Non-Instructional Staffing.

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- B. Temporary appointment(s) shall be limited to open, encumbered non-supervisory or non-leadership position(s), for which there is a Personnel Action Code (PAC), occupied by an employee on Board-approved leave or other Board-approved absences and such leave or absence is expected to be one year or less. The duration of the temporary appointment shall be until the job incumbent returns from the leave or absence, or until the position becomes unencumbered and a qualified permanent replacement is hired, or until the administrative supervisor terminates the temporary assignment, whichever occurs first.
- C. Continued employment from one fiscal year to the next is not automatic. A management decision to terminate a temporary appointment or non-reappoint a temporary employee shall not be grievable or arbitrable.
- D. Temporary employees shall be paid at the Step 1 pay rate for the job class and shall not be eligible for annual step increments.
- E. Notice of termination of the temporary appointment shall be provided to the temporary employee no less than five working days in advance of the effective date of termination.

Section 7. Job Requirements

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

All permanent and probationary employees shall be required to wear identification badges which will include the employees' name and a current picture prepared and provided by the Board.

Section 8. Overtime

- A. It shall not be the general policy of the Board to have its employees work frequent or consistent overtime; however, when employees are directed to work overtime, in addition to their regular hours, aggregating more than a maximum of 40 hours per week, they shall be compensated as follows.
- B. The rate of time and one-half of the normal rate shall be paid for all hours in a pay status per week over the regular weekly task assignment, aggregating more than a maximum of 40 hours per work week. The rate(s) of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
- C. An employee shall not have his/her regular work schedule changed to avoid the payment of overtime.

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- D. Employees called from home to work shall be guaranteed at least four hours' pay, provided such work does not immediately precede or extend the employee's regularly-assigned work schedule. An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay, provided he/she completes his/her normal shift. If call-back work immediately precedes the normal workday, the four-hour guarantee shall not apply.
- E. Overtime shall not be paid more than once for the same hours worked. Giving consideration to the organizational subdivisions of the Board, assignments, and shifts, the Superintendent shall attempt to distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the employee's pay stub.
- F. By mutual consent of the supervising administrator and the employee, compensatory time, in lieu of overtime pay, may be given and used in lieu of overtime pay. In such cases, one and one-half hours of compensatory time shall be provided the employee for each hour of overtime worked.
 - 1. Compensatory time off must be taken in the same fiscal year in which it is granted. Accrued compensatory time shall not be carried over into the next fiscal year. Payment for such authorized, accrued compensatory time will be made in the last pay period of the fiscal year.
 - 2. The maximum number of hours of compensatory time which an eligible M-DCPS employee may accrue is 30 hours (i.e., 20 hours of employment at time-and-one-half). Upon termination for any reason, upon assignment to a different M-DCPS position, or upon assignment to a position exempt from the FLSA coverage, an eligible employee shall be paid for authorized, accrued, compensatory time, based upon his/her rate of pay in the previous position.

Section 9. Call Back

Employees called from home to work shall be guaranteed at least four hours' pay at the time and one-half rate, provided such work does not immediately precede or extend the employee's regularly-assigned work schedule.

Section 10. Work Beyond the Normal Workday

An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay, provided he/she completes his/her normal shift. The provisions in Section 1(E) of this Article shall apply.

Section 11. Personal Life

The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension and dismissal as provided by statute, shall not be within the appropriate concern of the Board.

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Section 12. Training Programs

All employees may be required to participate in orientation, refresher, and/or leadership training courses provided by the Board.

Section 13. Employee Assistance Program

- A. AFSCME, Local 1184 and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.
- B. AFSCME, Local 1184 and the Board agree that assistance will be provided to all employees through the establishment of an Employee Assistance Program.
- C. The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively.
- D. Appropriate measures will be taken to insure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.
- E. The Guidelines for the Employee Assistance Program, by reference, are made a part of this Contract.
- F. Employee Rights:
 - 1. Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.
 - 2. An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

Section 14. Physical and Psychological Examinations and Tests

- A. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisite of initial employment, shall be borne by the Board.
- B. At all times, the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all

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employees of that classification without reasonable cause for the need for such examination expressed, in writing, by the Superintendent or his/her designee.

- C. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.
- D. Employees will be examined or tested on the Board's time when directed to do so at the Board's expense in combination with the employee's insurance, if applicable.
- E. The Board agrees to provide a Blood-Borne Pathogens/Hepatitis B Vaccination Program for selected employees which is incorporated by reference in this Contract.
- F. Drug-Free Work Place General Policy Statement -- M-DCPS and AFSCME, Local 1184 recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. M-DCPS and AFSCME, Local 1184 share a commitment to solve this problem and to create and maintain a drug-free work place.

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

1. Policy Objectives

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

2. Policy Statement - Illegal Drugs

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

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

3. Policy Statement - Alcohol and Prescription Drugs

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

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Employees in safety-sensitive positions, as defined herein, will be free of measurable alcohol concentrations. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13- 5D-1.021, School Health Services Program.

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

In order to establish and support a clear standard of conduct for employees, M-DCPS adheres to the following provisions:

- a. Drug screening will be included in all physical examinations; existing employees and contracted persons in covered positions will be screened under the Omnibus Transportation Employee Testing Act (OTETA) of 1991, and as required under existing labor contracts, statutes, State Board Rules, and Miami-Dade County Public Schools Board Rules.
- b. Circumstances under which testing may be considered include, but are not limited to, the following:
 - (1) observed use of illegal drugs and/or abuse of alcohol during work hours;

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- (2) apparent physical state of impairment of motor functions;
 - (3) marked changes in personal behavior on the job not attributable to other factors;
 - (4) employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage;
 - (5) employee involvement in an accident requiring medical treatment or the vehicle to be towed away from the scene of the accident; and,
 - (6) any vehicular fatality.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the M-DCPS Drug-Free Work Place Technical Guide, which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) Test.
- d. Medical records and information relating directly thereto will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free work place.

- e. M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of M-DCPS, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to School Board policy, applicable Florida Statutes, State Board of Education Rules, Omnibus Transportation Employee Testing Act (OTETA) of 1991, and applicable provisions of collective bargaining agreements.

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Section 15. Tobacco-Free Work Place

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors.

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

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

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

Use of tobacco products will be prohibited on School Board owned/leased properties and vehicles.

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

Section 16. Safe Driver Plan

The parties seek to foster the safety of all students transported by the Miami-Dade County Public Schools Transportation Department. Accordingly, the Safe Driver Plan, as outlined in the School Bus Driver Handbook and School Board Rule 6Gx13- 3E-1.10 is hereby incorporated, by reference, into the contract and made a part thereof.

A safe driver plan committee shall be established to review, update, and modify the assessments of points and penalties associated with violations reflected on driver's records. The committee shall make recommendations to the Superintendent of Schools and the President of the Union.

Section 17. Joint Performance Evaluation Committee

The joint labor management committee will be reconvened to develop a performance evaluation system in 2006-2007 for bargaining unit members.