

ARTICLE IX -- WORKING CONDITIONS

Section 1. Standard Work Schedules

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

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

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

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

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

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

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

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

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

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

ARTICLE IX (cont.)

Section 2. Modified Work Schedules

M-DCPS may establish work schedules as listed below:

A. Three-Day, 12-Hour

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

1. Conditions applicable to Schedule

a. Staffing

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

- (1) Employees hired prior to June 18, 2004 who volunteer. Employees who volunteer and are selected for this work schedule during each year of the 2006-2009 contract and who serve the prescribed period, shall receive a \$1,000 supplement.

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

- (2) Employees who are hired and temporary employees with less than five years of service who are converted to full time permanent status on or after June 18, 2004, and any other temporary employees.
- (3) Employees who are appointed to fill a posted vacancy by promotion or transfer and employees who transfer to a bargaining unit position from a non-DCSMEC position on or after June 18, 2004.

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

b. Adjusted Saturday Starting Time

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

c. Work Week Alteration

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

ARTICLE IX (cont.)

d. Duration for Volunteers

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

e. Hardship

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

B. Four-Day, 10-Hour

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

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

1. Conditions applicable to Schedule

a. Staffing

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

- (1) Employees hired prior to June 18, 2004 who volunteer. Employees who volunteer and are selected for this work schedule during each year of the 2006-2009 contract and who serve the prescribed period, shall receive a \$1,000 supplement.

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

ARTICLE IX (cont.)

- (2) Employees who are hired and temporary employees with less than five years of service who are converted to full time permanent status on or after June 18, 2004, and any other temporary employees.
- (3) Employees who are appointed to fill a posted vacancy by promotion or transfer and employees who transfer to a bargaining unit position from a non-DCSMEC position on or after June 18, 2004.

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

b. Adjusted Saturday Starting Time

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

c. Work Week Alteration

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

d. Duration for Volunteers

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

e. Hardship

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

ARTICLE IX (cont.)

C. Five-Day, Eight-Hour

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

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

1. Conditions Applicable to Schedule

a. Staffing

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

- (1) Employees hired prior to June 18, 2004 who volunteer. Employees who volunteer and are selected for this work schedule during each year of the 2006-2009 contract and who serve the prescribed period, shall receive a \$1,000 supplement.

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

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

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

b. Adjusted Saturday Starting Time

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

c. Work Week Alteration

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

ARTICLE IX (cont.)

d. Duration for Volunteers

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

e. Hardship

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

Section 3. AC/R Preventive Maintenance Program

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

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

ARTICLE IX (cont.)

Section 4. Overtime Provisions/Call Back

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

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

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

Section 5. School Closings -- Emergency Conditions

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

Section 6. Standby Duty

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

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

ARTICLE IX (cont.)

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

If an employee is called in to work from standby status, overtime entitlement shall begin when the base or work location is reached, and all provisions of Article IX, Section 1(E) shall apply. If a standby obligation remains, following completion of the emergency response, the employee shall resume standby status until the standby period is completed.

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

Section 7. Police Notification for Work

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

Section 8. Scheduled Overtime Distribution

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

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

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

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

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

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

ARTICLE IX (cont.)

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

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

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

Section 9. Job Requirements

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

Section 10. Change in Work Location/Transfer

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

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

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

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

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

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

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

- B. A joint Zone Mechanic (ZM) committee, co-chaired and consisting of six members, three selected by M-DCPS Facilities Operations, Maintenance, and three selected by the Union,

ARTICLE IX (cont.)

will be established. Its mission is to meet and discuss the assignment and reassignment of zone mechanics and make recommendations. An equal number of alternates may be appointed by both parties.

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

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

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

Section 11. Layoffs and Re-employment

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

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

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

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

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

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

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

An employee notified for layoff may bump down or an employee laid off may bump back to any job classification which carries a lower designation within his/her craft, or to Trades Helper, provided

ARTICLE IX (cont.)

his/her over-all job family seniority is greater than the employee in the classification whom he/she seeks to replace.

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

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

Section 12. Probationary Period

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

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

Upon successful completion of the probationary period, the effective date for accruing leave and eligibility for tool and uniform allowances shall be the employee's hire date (first day of service).

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

Section 13. Seniority

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

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

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

ARTICLE IX (cont.)

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

The M-DCPS shall quarterly provide the DCSMEC with a list of employees and their seniority status.

Section 14. Interim Positions(s)

The Assistant Superintendent for Facilities Operations may in response to workload or staffing demands, recommend the assignment of a permanent employee into an interim position(s). The applicable interim position(s) are all positions that include forepersons and the following six positions: Asbestos Abatement Inspector; Construction Project Inspector; Building Code Inspector; Senior Building Code Inspector; Fire Safety Code Inspector; and Senior Fire Safety Code Inspector. Such an assignment shall not exceed six months unless agreed to by the parties and approved by the appropriate managerial officer or unit administrator. If an interim position assignment is made to fill an open budgeted position, such assignment shall not exceed 90 calendar days. Any employee assigned into an interim position shall satisfy all the minimum qualification requirements of the permanent job classification. In the event an employee is assigned to an interim position for a period of time that exceeds 10 consecutive workdays, such employee will be promoted to the pay rate established for that job classification effective the first day of the assignment. The employee shall revert to his/her previous rate of pay upon termination on the interim position assignment.

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

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

Section 15. Lead Foreperson

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

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

Section 16. Apprentice Staffing Program

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

ARTICLE IX (cont.)

Section 17. Joint Performance Evaluation Committee

A joint committee, co-chaired and consisting of six members, three selected by M-DCPS and three selected by the Union, will be established and meet in September, 2006 to develop a performance evaluation system, with recommendations to the Superintendent or designee by January 30, 2007.

Section 18. Temporary Employment

- A. To meet temporary peak workload needs, the Facilities Maintenance Officer, Maintenance Operations, may recommend the use of "temporary" positions.

The trades persons employed under this provision will be designated as "Temporary Journeypersons (Mechanic II). The temporary employee will possess a valid Certificate of Competency as a Journeyperson in the specified trade, issued by Miami-Dade, Monroe, Broward, Palm Beach, or Collier County, if such certification is customarily available for that trade. Temporary employees must achieve a passing score on the M-DCPS Skills Test for their respective trade prior to being hired.

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

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

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

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

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

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

The Board agrees that it will not utilize leased employees whenever a reduction-in-force is in effect. Leased employees will not replace or displace any permanent employees. Leased employees shall be supervised by M-DCPS permanent or interim forepersons.

ARTICLE IX (cont.)

Leased employees shall be precluded from working side-by-side with full time unit employees in the same craft. Additionally, leased employees shall not ride in the same vehicle or report to the same yard as full time unit employees, except under extenuating circumstances with notice to the Union.

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

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

Effective upon ratification of this contract:

1. Any temporary employee who has completed less than five years of service in bargaining unit job classifications as of June 18, 2004 and/or passes the M-DCPS skills test on or after June 18, 2004 shall be converted to permanent status in their job classification on a modified work schedule, as a condition for conversion.
2. Temporary employees hired after June 30, 2006, who pass the M-DCPS skills test, shall become permanent at the beginning of the fourth year of service in any job classification within the bargaining unit.
3. A temporary employee who meets the requisites of a vacant, permanent position that becomes available shall be converted to that position prior to hiring a new employee to fill said position.

Section 19. Employee Safety

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

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

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

ARTICLE IX (cont.)

Section 20. Reimbursement for Travel Within Dade County

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

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

Section 21. Employee Assistance Program

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

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

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

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

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

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

- A. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisite of initial employment, shall be borne by the Board.
- B. At all times the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without reasonable cause for the need for such examination expressed in writing by the Superintendent or his/her designee.

ARTICLE IX (cont.)

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

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

1. Policy Objectives

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

2. Policy Statement - Illegal Drugs

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

- a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.

ARTICLE IX (cont.)

- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify Miami-Dade County Public Schools no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

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

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician, and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board 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, Miami-Dade County Public Schools adheres to the following provisions:

- a. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board 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;
 - (2) Apparent physical state of impairment of motor functions;
 - (3) Marked changes in personal behavior on the job not attributable to other factors; and,
 - (4) Employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the Miami-Dade County Public Schools Drug-Free Work Place Technical Guide, which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall

ARTICLE IX (cont.)

include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) test.

- d. Medical records, and information relating directly thereto, will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

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

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

5. Policy Statement - Pre-employment Drug Screening

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

ARTICLE IX (cont.)

Section 23. Tobacco-Free Work Places

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

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

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

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

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

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