

ARTICLE 1. RECOGNITION

Section 1. The "Florida Education Association" (hereinafter referred to as "FEA" or the "Association") recognizes the Florida Staff Organization, an affiliate of the National Staff Organization, (hereinafter referred to as "FSO" or the "Union") as the exclusive bargaining representative for: all professional, technical, secretarial, skill and trade laborers and clerical employees as defined in Article 5 of this Agreement. Excluded from the unit are the Chief of Staff, Directors, Managers and employees designated as confidential and temporary employees.

Section 2. The Association shall not make any administrative changes which will remove positions from the Union's bargaining unit (e.g. shift a position from the currently assigned area to another administrative area) arbitrarily, capriciously or for the purpose of altering the Union's bargaining unit. If the Association plans to make an administrative change which will have the effect of removing positions from the bargaining unit, it shall notify the Union at least sixty (60) days before the change is scheduled to become effective and shall discuss with the Union steps that might be taken to avoid or minimize impact upon the Union's bargaining unit, including the possibility of a joint request to the National Labor Relations Board for an appropriate modification in the bargaining unit definition.

ARTICLE 2. DEFINITIONS

Except as otherwise provided in this Agreement, the following definitions shall apply:

- (a) the term "employee" means a person in the bargaining unit defined in Article 1 of this Agreement;
- (b) the term "position" means a position in the aforesaid bargaining unit;
- (c) the phrase "non bargaining unit position" or "position outside of the bargaining unit" means any Association position that is not in the aforesaid bargaining unit;
- (d) the term "program area" as it appears herein shall mean one of the program or administrative areas of the Association;
- (e) the term "minority group employee" means a person who is so classified by the United States Census Bureau and shall include First-American, Black, Mexican-American or from another Spanish-speaking group, or Asian-American;
- (f) the term "most recent date of hire" means:

(1) the date on which a person began his/her current employment with the Association regardless of whether the person was, on that date, employed in the bargaining unit; or

(2) the date on which a person began his/her employment with either the organization previously known as the FTP-NEA or the FEA/United regardless of whether the person was, on that date, employed in a bargaining unit;

(g) the term “days” means calendar days unless otherwise indicated;

(h) the term “temporary employee” means a person who is hired in a temporary non continuous position which has a predetermined termination date not to exceed twelve (12) months;

(i) the term “longevity” means the length of full-time employment experience from the most recent date of hire with the Association.

(j) the term “immediate family” means spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandson, granddaughter, grandmother, grandfather or others living in the employee’s household.

ARTICLE 3. NONDISCRIMINATION

Section 1. The Association and the Union agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, color, national origin, creed, gender, religion, sexual orientation, age, handicap, marital status, economic status or participation in the lawful activities of the Union, provided that nothing contained in this Section shall be construed to prevent the Association from implementing any provision of this Agreement which affords preferential treatment to an individual on the basis of one or more of the aforesaid factors.

Section 2. No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or his/her participation in any activity provided for in this Agreement or in any existing Association personnel policy.

ARTICLE 4. MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the Association reserves the right to manage its operations and to direct its employees through the office of the Chief of Staff in accordance with the Association policies established by the Delegate Assembly, Governance Board and/or the Executive Cabinet.

ARTICLE 5. CATEGORIES OF EMPLOYMENT

Section 1. There shall be three (3) categories of Association employment as follows:

(a) "Regular Employment" shall commence when an employee, excluding field based professional employees, has completed one hundred twenty (120) days of continuous employment in a position which:

- (1) has no predetermined termination date; and
- (2) calls for the employee to work the basic work period or the normal work week as defined in Article 8, Sections 1 and 2, of this Agreement. Regular employees shall be covered by all the provisions of this Agreement.

(b) "Regular Part-time Employment" shall apply to an employee who works less than the basic work period or normal work week as defined in Article 8, Sections 1 and 2, but has no predetermined termination date. Regular part-time employees shall be covered by the provisions of this Agreement unless where specifically stated, except that:

- (1) salaries and leave benefits shall be determined on a pro-rata basis as provided in this contract;
- (2) persons employed in this category shall be entitled to AD&D, Life and Vision insurance.
- (3) regular part-time employees are not eligible for seniority.

(c) "Probationary Employment" shall commence on an employee's most recent date of hire (excluding hire as a temporary employee) and shall continue for one hundred twenty (120) days of continuous employment thereafter for all staff, except for field based professional staff. The probationary period for field based professional staff shall commence on an employee's most recent date of hire (excluding hire as a temporary employee) and shall continue for one hundred eighty (180) days of continuous employment thereafter. If the employment of a probationary employee is continued beyond the aforesaid probationary period, he/she shall become a regular employee, provided that upon written agreement of the Association and the Union, probationary employment may be continued in individual cases for a maximum of sixty (60) days. Except as otherwise expressly provided in this Agreement, probationary employees shall be covered by all of the provisions of the Agreement.

Section 2.

(a) Probationary employment as defined in Section 1 above shall not apply to those who become employees as the result of a change from "local UniServ/Service unit status" to "state UniServ/Service unit status". Such employees shall become regular employees on the effective date of the change to "state UniServ/Service unit status" provided they have been employed in the converted positions for at least the length of probationary employment provided above. Those who have been employed locally for less than the prescribed probationary period shall complete the prescribed period as probationary employees before becoming regular employees.

(b) All or a portion of any annual leave, or sick leave accrued but not used or lost by those employees in Section 2 (a) of this Article before change to "state UniServ/Service unit status" may be credited to such employees upon change to "state UniServ status" for use as FEA employees.

ARTICLE 6. PAYROLL PRACTICES

Section 1. Salaries shall be stated on either an annual or an hourly basis. Annual pay shall be computed on the basis of twenty-six (26) bi-weekly pay periods. An employee's gross annual salary divided by 1,950 hours for associate staff shall be the hourly rate. Pay periods shall begin on Monday and end on the second Sunday night following.

Section 2. Pay shall be distributed to employees before noon every second Friday, provided that if such Friday is not a regularly scheduled workday, pay shall be distributed on the last regularly scheduled workday prior thereto. Substitute paycheck or electronic fund transfer shall be available to insure payment to employees on payday.

Section 3. An employee shall be given a statement with his/her regular paycheck setting forth the accumulated hours of sick leave and annual leave credited to him/her, all deductions from his/her gross earnings, his/her accumulated total contributions to his/her appropriate retirement plan(s) and, when available, the hours of sick leave and annual leave utilized by the employee during the preceding pay period. FEA shall provide a monthly statement of compensatory time earned, used, lost and the cumulative balance for associate staff.

Section 4. An employee scheduled to be away from his/her regular place of employment on pay day shall have the right to receive his/her paycheck after noon on the preceding regularly scheduled work day. The employee must request such advance payment in writing at least ten (10) working days before said pay day.

Section 5. An employee shall have the right to receive, not later than the last regularly scheduled work day prior to his/her taking annual leave, any salary due him/her during such annual leave, provided that the annual leave is scheduled for five (5) or more consecutive days. The employee must request such advance payment in writing at least fifteen (15) days prior to the date on which his/her annual leave is scheduled to begin.

Section 6. The Association may, at its discretion, make salary advances to an employee and it shall establish a procedure by which an employee may request such advances.

ARTICLE 7. DEDUCTIONS

Section 1. An employee's paycheck shall have a statement attached showing both his/her earnings for the preceding pay period and the amounts deducted therefrom. All mandatory federal, state, local and other deductions shall be made. In addition, upon receipt of a properly signed authorization form from the employee, the Association shall make deductions for one or more of the following purposes:

- (a) Credit Union;
- (b) Union membership dues and uniformly-applied assessments pursuant to this Agreement;
- (c) United Way;
- (d) Association and NEA/AFT membership dues;
- (e) Tax sheltered savings;
- (f) Life Insurance Plans;
- (g) Employer sponsored 401K pension fund;
- (h) NEA, AFT membership benefits products;
- (i) Upon mutual agreement of the Association and the Union other deduction slots may be added or deleted up to a maximum of twenty-four (24).

Section 2. Item (g) shall be implemented under the following guidelines:

- (a) A joint committee of two FSO representatives and two managers shall review programs and procedures for consideration under this provision.

(b) The Association shall pay the administration fees (filing, etc.) up to a maximum of three thousand dollars (\$3,000.00).

(c) Participation in the plan shall be voluntary on the part of the employee.

Section 3. The Union shall indemnify the Association and hold it harmless against any and all claims, suits, demands and other forms of liability, including legal fees and expenses, that may arise from compliance with this Article, provided that the deductions have been properly made by the Association.

ARTICLE 8. HOURS OF WORK

Section 1. Professional Employees.

(a) Each Manager shall hold an initial meeting with his/her employees to review assignments for the program year. During the year this process may be repeated as assignments are completed, modified, or as new and/or additional assignments are appropriate. This process may also be utilized to intervene and/or offer assistance to an employee when it is determined by the Manager to be appropriate to the successful completion of an employee's assignment. The employee has the right to ask the Manager to review the assignment when he/she believes he/she is involved in an unusual prolonged overload. If the employee is not satisfied with the Manager's response, he/she may appeal the situation through the grievance procedure.

(b) Upon receiving an assignment, each professional employee shall schedule his/her time in the manner the employee considers most appropriate to the proper functioning of his/her assigned position.

(c) Employees shall notify their immediate Supervisor of their availability.

(d) The Association reserves the right to schedule professional employees' time as it may deem necessary for effective operations.

(e) Except as otherwise provided in the contract, employees who have taken approved leave may not apply time off to that leave retroactively.

Section 2. Technical, Secretarial, Skill and Trade Laborers and Clerical employees. The basic work period for each Technical, Secretarial, Skill and Trade Laborer and Clerical employee shall consist of thirty-seven and one-half (37-1/2) hours per week, or seventy-five (75) hours per pay period, which shall be scheduled in accordance with the definition of "normal Association work day" and "normal Association work week", as follows:

(a) The "normal Association work day" shall consist of seven and one-half (7-1/2) consecutive hours except for a one hour unpaid lunch break. The length of the unpaid lunch break may be altered during the period from June 16 to August 15 of each year.

(b) The Association reserves the right to establish starting times for the employees and to change such starting time as it may from time to time deem necessary for effective operations.

(c) Normal office hours shall be from 8:30 a.m. to 5:00 p.m., Monday through Friday.

(d) An employee may request an adjustment in the normal office hours directly to his/her supervisor. In the event that an agreement on the proposed change in the normal office hours cannot be reached the employee will continue to work normal office hours.

(e) The employee shall have the opportunity to schedule a morning and afternoon break, provided that in no event shall the break be longer than fifteen (15) minutes.

(f) The "normal Association work week" shall consist of thirty-seven and one-half (37-1/2) hours based upon five (5) consecutive seven and one-half (7-1/2) hour days. The normal work week shall begin on Monday, but the Association reserves the right to schedule employees to begin the work week on Tuesday as it may from time to time deem necessary for effective operations.

Section 3. Summer Hours.

During the period June 16 through August 15 of each year, the Association shall institute a four-day work week for its employees. Employees may request a certain break schedule; however, the Association reserves the right to make the final decision on the structure of the four-day work week.

Section 4. Reasonable time as defined by the immediate supervisor spent by an employee in travel in order to perform his/her assigned functions away from his/her regular place of employment shall be considered time worked for purposes of this Agreement. In the event of a dispute over "reasonableness", the Chief of Staff shall define the term.

Section 5. Excess hours may be required by the Association as long as they are reasonable, necessary and comply with the provisions of this Article. When such excess hours are necessary, they shall normally be assigned to the employee who would ordinarily perform the work requiring the excess hours. In the event more than one (1) employee ordinarily performs such work, excess hour assignments shall be rotated to the extent possible.

Section 6. Except in emergencies, as determined by the Chief of Staff, employees shall be given at least four (4) hours advance notice when they are expected to work excess hours.

Section 7. Activity reports shall be submitted by all employees on the form(s) illustrated in Appendix 1.

ARTICLE 9. COMPENSATORY TIME

Section 1. Technical, Secretarial, Skill and Trade Laborers and Clerical employees shall earn compensatory time off at the rate of one (1) hour off for every hour worked in excess of thirty-seven and one-half (37 1/2) hours, up to forty (40) hours, in a given week and shall be compensated at the rate of one and one-half (1 1/2) times the hourly rate for hours worked in excess of forty (40) in a given week. Whenever possible, such compensatory time shall be used within the same pay period in which the excess hours are worked. In no event shall such compensatory time be used more than two (2) weeks following the date upon which it is earned.

Section 2. Excess hours worked must be reported to the Association not later than fourteen (14) days after the end of the week in which they are worked. An effort shall be made to schedule compensatory time off at a mutually agreeable time except that the Association reserves the right to make the final decision.

Section 3. For purposes of this Article, holidays and paid leaves shall be considered time worked.

ARTICLE 10. HOLIDAYS

Section 1. The following shall be paid holidays:

(a) For the period September 1, 2000 through August 31, 2001:

September 4 (Labor Day)
November 10 (Friday) (Veterans Day) November
23, 24 (Thanksgiving)
December 22, 25, 26, 27, 28, 29 (Winter Break)

January 1 (Monday) (New Year's Day)
January 15 (Monday) (Martin Luther King, Jr. Day) April
13, 16 (Spring Break)
May 28 (Memorial Day)
July 4 (Wednesday) (Independence Day)

(b) For the period September 1, 2001 through August 31, 2002:

September 3 (Labor Day)
November 12 (Monday) (Veterans Day)
November 22, 23 (Thanksgiving)
December 24, 25, 26, 27, 28, 31 (Winter Break) January 1,
(Tuesday) (New Year's Day)
January 21 (Monday) (Martin Luther King, Jr. Day) March
29, April 1 (Spring Break)
May 27 (Memorial Day)
July 4 (Thursday) (Independence Day)

(c) For the period September 1, 2002 through August 31, 2003:

September 2 (Labor Day)
November 11 (Monday) (Veterans Day) November
28, 29 (Thanksgiving)
December 24, 25, 26, 27, 30, 31 (Winter Break) January 1
(Monday) (New Year's Day)
January 20 (Monday) (Martin Luther King, Jr. Day) April
18, 21 (Spring Break)
May 26 (Memorial Day)
July 4 (Friday) (Independence Day)

Section 2. Regular full-time employees shall be paid for the holidays enumerated in Section 1 above. Regular part-time employees shall be paid only for the hours that they otherwise would have worked if the day were not a holiday.

Section 3.

(a) If a paid holiday occurs when an employee is on an unpaid leave of absence, he/she shall not be paid for such holiday.

(b) If a paid holiday occurs when an employee is on a paid leave of absence, such day shall not be credited to the leave time and shall not be construed as an additional holiday.

Section 4. If a regular employee not categorized as "professional" is required to work on a holiday, he/she shall be compensated at the rate of two (2) times his/her hourly rate for each hour worked.

ARTICLE 11. MOVING AND TRANSPORTATION EXPENSES

Section 1. Moving and transportation expenses shall be paid to an employee who is hired by the Association and is permanently assigned to work at a location which is not in the same metropolitan area as his/her pre-Association place of employment as follows:

(a) an amount equal to the airfare, coach class, between the aforesaid locations for himself/herself and each member of his/her immediate family who moves with him/her, or the IRS rate per mile for miles driven in the employee's own automobile between the aforesaid locations, whichever is less, plus reasonable expenses, for lodging and meals, and in the event the employee is unable to occupy his/her new place of residence, reasonable expenses for lodging and meals shall be paid for a period of not more than seven (7) days;

(b) the actual cost of moving the employee's normal household goods, including packing, unpacking and reasonable insurance;

(c) the reasonable cost of moving one automobile;

(d) an amount equal to the airfare, coach class, for the employee and his/her spouse for one (1) round trip from his/her pre-Association place of employment to the place of his/her Association employment for the purpose of obtaining housing and/or making other personal arrangements, or the IRS rate per mile for miles driven in the employee's own automobile, between his/her pre-Association place of employment and the assigned location, whichever is less, plus reasonable expenses for lodging and meals, for the employee and his/her spouse for up to four (4) days and three (3) nights.

Section 2. The benefits provided in Section 1 above shall be available to employees who are required to relocate to a different area as the result of a layoff within one (1) year after being reassigned or transferred to a different area.

Section 3. The benefits provided in Section 1 above shall be available to employees who are required to relocate as a result of reassignment or transfer or who are displaced pursuant to Article 15, Section 5, of this Agreement, except that such employees shall be reimbursed for expenses in Section 1 (a) for up to fourteen (14) days and for the installation of one (1) telephone line with up to two (2) extensions.

Section 4.

(a) If an employee is required to relocate within the meaning of Section 2 above as the result of an involuntary transfer or reassignment and is unable to sublet or terminate the lease on an apartment or house, the Association shall assume the liability for the lease for a period not to exceed six (6) months at a rate of not more than \$1,000 per month.

(b) If an employee is required to relocate within the meaning of Section 2 above as the result of an involuntary reassignment or transfer and is unable to sell his/her residence, the Association shall assume the liability for the monthly cost of the mortgage for a period not to exceed six (6) months at a rate of not more than \$1,000 per month.

Section 5. The benefits provided in Section 1 above shall be available to employees who are required to relocate to a different area as the result of a voluntary or involuntary transfer or reassignment resulting from the merger of the organizations previously known as FTP-NEA and FEA/United.

Section 6. An employee notified of a transfer may request the special designation of "Permanent Long Distance Assignment." The Chief of Staff or his/her designee will determine the appropriateness of such designation. In lieu of transfer to a new location, the employee may perform the duties of the assignment subject to the following provisions:

(a) The employee may secure an apartment subject to approval of, and paid for by the employer.

(b) Living expenses, including food, shall be the responsibility of the employee. The employee may return home at the employer's expense at least once every two weeks. If an employee desires to return home more often, it will be at the employee's expense, outside of the employee's normal work hours.

ARTICLE 12. STAFF AND PHYSICAL FACILITIES

Section 1. The Association shall provide professional employees with secretarial and clerical assistance and all staff with office equipment, supplies and space as may be adequate for the proper performance of their assigned functions.

Section 2. Parking for employees assigned to the Association headquarters office(s) shall be provided without cost to such employees.

ARTICLE 13. DISCIPLINE

Section 1. Progressive discipline shall be used where appropriate and shall be primarily for the purpose of allowing for the rehabilitation of an employee who demonstrates recurring or chronic problems of the same nature that adversely impact upon his work. The steps which will be followed in administering progressive discipline are as follows:

- (a) verbal reprimand;
- (b) written reprimand;
- (c) suspension with pay by supervisor pending final determination by the Chief of Staff or designee;
- (d) suspension without pay;
- (e) dismissal.

Section 2. Just Cause. No employee shall be disciplined without good and just cause.

Section 3. No disciplinary action as described herein will be taken against a unit member in the presence of the employee's co-workers, with the exception of the employee's union representative.

Section 4. Discharge. In accordance with Sections 1 and 2 above, discharge for just cause shall be according to the following procedure:

The employee and FSO shall receive written notice of discharge setting forth the specific reasons therefore, along with references to deficiencies and efforts to correct same, where appropriate.

Section 5. Rights to Appeal. Any disciplinary action taken against an employee shall be subject to appeal through the grievance procedure set forth in Article 34. In the event any disciplinary action is found to be arbitrary, capricious, or without just cause, an arbitrator may order reinstatement, payment of lost wages, or other appropriate remedies.

Section 6. Probationary Employees. The discharge of probationary employees shall not be subject to arbitration.

ARTICLE 14. RESIGNATIONS

Professional employees shall provide the Association at least four (4) weeks written notice of intent to resign. Other full time regular employees shall provide the Association at least two (2) weeks written notice of intent to resign. Regular part-time employees shall provide the Association no less than one (1) week's written notice. In each case, an effective date of resignation shall be indicated.

ARTICLE 15. REDUCTION IN FORCE

Section 1. The Association reserves the right to take actions which may be necessary to improve the efficiency and/or effectiveness of its operations, including structural reorganization, and to lay off employees in implementation of such actions. The Association further reserves the right to lay off employees for economic reasons.

Section 2. If the Association takes any action pursuant to Section 1 above, no employee shall be laid off if there is any vacant position in the bargaining unit which he/she is qualified to fill or could, with reasonable training, become qualified to fill.

The movement of the employee to such a position shall be considered an involuntary transfer without the requirement of posting, provided that the employee's preference(s) shall be considered before the transfer is made if more than one (1) vacancy exists for which the employee is qualified. Upon request, the Association shall provide its reasons in writing for not transferring the employee to his/her preferred position.

Section 3. For the purpose of this Article, the phrase "Job Category" means one of the following:

- (a) Professional; or
- (b) Technical, Secretarial, Skill and Trade Laborers and Clerical.

Section 4.

(a) If a layoff becomes necessary in a Job Category, the employees in that Job Category shall be laid off in the reverse order of seniority, provided that the more senior employee is qualified to perform the work remaining in the Job Category.

(b) Regular part-time employees within a job classification shall be laid off prior to regular full-time employees within the same classification.

(c) Written notice of a layoff will be given to an employee and to the Union at least two (2) months before the action is to become effective. It is understood that

the Association reserves the right to lay off an employee without notice, provided that the employee receives full pay and benefits for the required period of notice.

(d) In the event a reduction in force becomes necessary, the Association will assist laid-off employees in securing employment of a similar nature.

Section 5.

(a) When vacancies occur in the bargaining unit, laid off employees shall be recalled in seniority order within job classifications, and provided further that all regular employees shall be recalled before any part-time employees are recalled.

(b) Notice of recall shall be given by telegram and registered mail to the last address given to the Association by the employee. A copy of the notice of recall shall be given to the Union. If an employee fails to respond within five (5) days after delivery of the above notice of recall, he/she shall be deemed to have refused the position offered.

(c) An employee who is placed in a position previously held by a less senior employee who has been laid off shall:

- (1) retain all of his/her accrued benefits;
- (2) receive the current salary of the employee that he/she has displaced or continue at his/her current level (whichever is greater); and
- (3) have his/her benefits computed thereafter on the basis of the latter salary.

(d) If an employee has displaced another employee or has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she shall remain eligible for recall in accordance with the provisions of subsection (a) above. An employee who is laid off shall remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

- (1) waives his/her recall right in writing;
- (2) resigns; or
- (3) fails to accept recall to the position that he/she has accepted within ten (10) days after receipt of the notice of recall, unless such employee is sick or injured. If an employee has secured temporary employment elsewhere,

he/she may, at the discretion of the Association, be allowed additional time before reporting for work.

Section 6. Nothing contained in this Article shall be construed to prevent the Association from placing a minority group employee or a female employee in any position for which he/she is qualified, provided that this does not result in the displacement of another employee with greater seniority. No minority group employee or female employee who is qualified to fill any authorized bargaining unit position shall be laid off unless the percentage of minority group employees or female employees, as the case may be, in the bargaining unit thereafter would be at least twenty-two percent (22%). For purposes of this subsection, minority group employees and female employees shall each constitute a separate group and among the employees in each such group, seniority shall prevail.

Section 7. An employee who has been laid off in accordance with this Article shall receive a lump sum payment pursuant to the schedule below. Such payment shall be computed at the rate said employee was receiving as of the date of his/her lay off:

LONGEVITY WITH FTP-NEA and FEA UNITED	AMOUNT OF SEVERANCE PAY
6 months	3 weeks
2 years	6 weeks
3 years	9 weeks
4 years through 9 years	12 weeks
10 years and over	15 weeks

In addition to the lump sum payment, the employee shall be entitled to all insurance benefits provided for in Article 32 for a period of thirty (30) days.

Section 8. Payment provided for in Section 7 shall be made within three (3) working days after the layoff becomes effective, provided that if an employee is recalled or otherwise resumes active employment with the Association, he/she shall pay to the Association an amount equal to the difference, if any, between the number of weeks of severance pay that he/she received and the number of weeks that he/she was not actively employed by the Association.

ARTICLE 16. SENIORITY

Beginning September 1, 2000, new hires' seniority date shall be calculated by the date of hire. Time spent on paid leaves of absence for all purposes shall be counted in computing an employee's seniority; time spent on unpaid leaves of absence and layoff shall not be counted in computing seniority. If two or more employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be

determined by the drawing of lots. The seniority list shall include the employee's name and seniority date and be included as Appendix 2.

ARTICLE 17. VACANCIES AND TRANSFERS

Section 1. Vacancies Defined. A vacancy shall be deemed to exist when:

- (a) a new position is authorized; or
- (b) a person occupying an authorized position leaves the position and the position remains authorized; or
- (c) a position is reclassified (i.e., changed among technical, secretarial, skill and trade laborers, clerical or professional classifications). A vacancy shall not be created by the addition of a position to the Union's bargaining unit that results from the conversion of a UniServ unit from "local service" to "state service" status and the incumbent continues to hold said position.

Section 2. Posting of Vacancies. In the posting of vacancies, the Association shall proceed as follows:

- (a) the Association shall provide each member of the bargaining unit with a notice of the vacancy. The notice of vacancy shall include the title, area, salary range, classification and minimum qualifications of the position. A copy of said notice shall be given to the Union at the same time.
- (b) the Association shall not recruit applicants to fill a vacancy from among persons who are not members of the bargaining unit until five (5) working days after providing the Union with a copy of the notice of vacancy.
- (c) upon request, the Association shall provide an applicant and/or the Union with a copy of the job description for the position.
- (d) the notice of vacancy shall remain posted for not less than ten (10) working days before the position is filled permanently.

Section 3. Voluntary Transfers. Any member of the bargaining unit may apply for a voluntary transfer to any posted vacancy for which he/she considers himself/herself qualified. The Association shall acknowledge his/her application in writing.

Section 4. Filling Vacancies. When the Association fills a vacancy it shall first comply with the provisions of Article 15 of this Agreement, when applicable. Applicants shall be judged on the basis of their ability to perform the work in question. When the

qualifications of applicants are substantially equal, preference shall be given to current employees and, among such employees, those with the greatest longevity with FEA. The Association shall provide to an employee, within ten (10) days of decision, its reasons in writing for not transferring him/her to the position for which he/she applied.

Section 5. Involuntary Transfers

(a) The Association reserves the right to transfer employees involuntarily from one position to an equivalent position: professional to professional; member rights specialist to member rights specialist; technical to technical; secretarial to secretarial; skill and trade laborer to skill and trade laborer; clerical to clerical; if it determines that such transfer is necessary because of an emergency, to prevent undue disruption of the program or to better utilize the services and skills of the employee. No such transfer shall result in a reduction of salary or any other benefits provided for in this Agreement. Reasons for the involuntary transfer shall be stated in writing and may be appealed through the grievance procedure. An employee shall be given 90 days written notification prior to the transfer.

(b) If an employee is involuntarily transferred, the Association shall provide the employee with such training as may be necessary to qualify him/her for his/her new position. If the Association seeks to transfer an employee involuntarily and the employee feels such transfer is inimical to his/her best interest, the Association shall, at the employee's request, enter into negotiations with the Union in an effort to reach a mutually acceptable solution to the problem. If the problem is not resolved to the employee's satisfaction, the Association reserves the right to make the transfer in question and the employee may file a grievance alleging only a violation of the procedures required by this or any other Article of this Agreement.

(c) An employee may not be involuntarily transferred from a position in one location, office or community to another position in a different location, office or community more than once in a two (2) year period from the date of the event unless there is no other employee who is qualified for the position to be filled by involuntary transfer.

(d) An employee who is involuntarily transferred to a temporary position in a different location, office or community may not be so transferred for a period of more than twelve (12) months from the date of the event without concurrence of the employee and the Union. Said employee shall have the right to return to his/her original position, if such position still exists, or to an equivalent position at the conclusion of his/her temporary transfer.

(e) The Association shall appropriately realign the overall job responsibilities and priorities of any employee who is assigned to assume the responsibilities of another employee who has been involuntarily transferred.

Section 6. General.

(a) Nothing contained in this Article shall be construed to require the Association to fill a vacancy or to fill a position for which a notice of vacancy has been posted. However, if the Association does not fill a vacant position, the Union shall, upon request, be given the reasons in writing for not filling said vacancy, provided that the Union may not appeal the decision through the grievance procedure. Employees who have applied for a position that is not filled shall be given the Association's reasons in writing for not filling such position.

(b) All of the preceding sections of this Article except Section 2 shall be subject to the provisions of the Association Affirmative Action Program and policies.

Section 7. In addition to posting vacancies as defined in Section 1, the Association shall post all vacancies occurring in non-bargaining unit positions. The Association shall provide each member of the bargaining unit and the Union with a Notice of Vacancy at the same time such Notice of Vacancy is provided to all others. The Notice of Vacancy shall remain posted for not less than ten (10) working days before the position is filled permanently. Upon request, the Association shall provide an applicant and/or the Union with a copy of the job description for the position, if one exists. It is understood that the filling of vacancies in non-bargaining unit positions shall not be subject to the provisions of this Article or Article 34.

ARTICLE 18. MOVEMENT INTO AND OUT OF BARGAINING UNIT

Section 1. If an employee moves from a bargaining unit position to a non bargaining unit position within the Association and later returns to a bargaining unit position, the following shall apply:

(a) seniority shall be computed the same as if the employee had never left the bargaining unit;

(b) benefits shall accrue in accordance with seniority;

(c) accrued benefits shall be restored to the status as of the date the employee left the bargaining unit except to the extent that such benefits may have been utilized while employed outside of the bargaining unit, and

(d) the employee shall be placed on the appropriate level of the salary schedule.

Section 2. If an employee moves from a non bargaining unit position to a bargaining unit position, he/she shall upon entering the bargaining unit be credited with seniority computed in accordance with Article 16 of this Agreement, and shall accrue benefits in accordance with such seniority. Any benefits that the employee may have accrued while employed outside of the bargaining unit shall remain available for use by him/her in accordance with the terms on which they were accrued; provided, however, that such employee is placed on the appropriate step of the Salary Schedule set forth in Article 35 of this Agreement.

Section 3. If a new bargaining unit position is authorized, the functions of which are the same or substantially equivalent to those of a prior non bargaining unit position (e.g. differing only in the elimination of the supervisory aspects of the position; included in the bargaining unit as the result of an administrative reassignment of the position; etc.), the Association reserves the right to fill such position with a non bargaining unit employee who previously occupied it if such employee is qualified to perform the work in question, notwithstanding the provisions of Article 17 of this Agreement.

Section 4. Disagreement as to the bargaining unit status of employee positions not specifically set forth in Article 1 shall be resolved either by negotiations between the parties or by the NLRB.

ARTICLE 19. PERSONNEL FILES

Section 1.

(a) An employee shall have the right, upon request, to review the contents of his/her employment file(s). A representative of the Union may, at the employee's request, accompany him/her in his/her review.

(b) Personnel files may not be removed from the Administrative/Personnel Office.

(c) A sign out/in log will be maintained to establish the record of access to the Personnel files.

Section 2. An employee's job description shall be included in his/her personnel file. Said job description shall be updated as necessary to reflect changes in the employee's functions. The Association will consult with the employee and the FSO President when changes are being made.

Section 3.

(a) Any material derogatory to an employee's conduct, service, character or personality which is placed in his/her personnel file shall be shown to the employee. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents.

(b) An employee shall have the right to file an answer to any material of the type indicated in subsection (a) above which is included in his/her personnel file and such answer shall be attached to the file copy. An employee who alleges that information in his/her personnel file is false or misleading to his/her detriment shall have the right to file a grievance at Step 2 of the Grievance Procedure set forth in Article 34 of this Agreement, for the purpose of having such information corrected or removed.

Section 4. A separate file shall be maintained for applications to fill vacancies or requests for transfer or promotion and related documents. An employee shall have the right to review any material in this file which relates to him/her. This file shall not be available to the employee's immediate supervisor or to the Union without the written consent of the employee concerned.

Section 5. It is expressly understood that Sections 1, 2, 3 and 4 above shall not apply to communications from a pre-Association employer of the employee which were requested by the Association before the employee was hired.

ARTICLE 20. ANNUAL LEAVE

Section 1. An employee, as of the effective date of this Agreement, shall accrue annual leave based upon longevity with the Association, at the rate specified below:

Longevity	Per Pay Period		Per Year
	Associate	Professional	
0 years	3.5 hours	0.46 days	(12 days)
1 year	5.5 hours	0.73 days	(19.1 days)
2 years	5.9 hours	0.79 days	(20.5 days)
3 years	6.3 hours	0.84 days	(21.8 days)
4 years	6.7 hours	0.89 days	(23.2 days)
5 years	7.1 hours	0.95 days	(24.6 days)
6 years	7.5 hours	1.00 day	(26 days)

Section 2. For purposes of accruing annual leave under Section 1 above, unpaid leaves of absence, time spent on layoff in excess of four (4) consecutive weeks, time spent on sabbatical leave, and time spent on sick leave advanced pursuant the Sick Leave Bank, shall not be counted as working time.

Section 3.

(a) Annual leave must be used within twelve (12) months after the end of the contract year in which it is accrued. Any annual leave that is not used within the aforesaid time period shall be lost to the individual and transferred to the sick leave bank at the end of each contract year, provided that if the Association does not permit an employee to take his/her annual leave within said period, the period during which he/she may take such annual leave shall be extended by the Association as may be necessary to allow for its use.

(b) Time spent on leaves of absence shall not be counted in computing the time period during which an employee must use his/her accrued annual leave.

Section 4.

(a) Except in case of emergency, an employee shall notify the Association in advance of the date on which he/she desires to take annual leave according to the following schedule:

ADVANCE NOTICE TO THE ASSOCIATION	LENGTH OF ANNUAL LEAVE
10 days	More than 2 consecutive weeks
5 days	3 consecutive days to 2 consecutive weeks
24 hours	Less than 3 consecutive days

(b) Association Management shall make every effort to respond:

(1) to leave requests for three (3) or more consecutive days - within five (5) work days;

(2) to leave requests for less than three (3) consecutive work days – within three (3) work days.

(c) Except as otherwise provided below, an effort shall be made by the Association to schedule an employee's annual leave at the time requested,

provided that the Association reserves the right to make the final decision in this regard.

(d) Once annual leave has been scheduled it may thereafter be changed by the Association only if necessary to meet unforeseen operating requirements and then only with the approval of the Chief of Staff or his/her designee. If the Association makes such a change, it shall reimburse the employee for any deposit losses sustained by him/her as a result thereof.

(e) An employee traveling on official Association business may, with the advance approval of the Association, schedule his/her annual leave before or after such business.

(f) Professional employees may take annual leave only in segments of one day. All other employees may take annual leave in segments of one (1) hour.

(g) Annual leave shall accrue from an employee's date of hire and an employee shall be eligible to use such leave as earned.

Section 5. An employee shall have the right to receive not later than the last regularly scheduled workday prior to his/her taking annual leave any salary due him/her during said annual leave in accordance with the provisions of Article 6, Section 5 of this Agreement.

Section 6.

(a) If a paid holiday occurs while an employee is on annual leave, the employee shall not be charged annual leave for that day.

(b) If an employee becomes ill or injured during his/her annual leave, the period of such illness or injury may, at the employee's option, be charged to his/her accrued sick leave, provided that the Association may require the employee to submit a doctor's certificate indicating that the illness or injury required confinement.

Section 7. Upon permanent separation from the Association for any reason, an employee shall be reimbursed for unused annual leave according to the following payment schedule:

(a) 10 or less work days - full amount the following pay period;

(b) 11 to 20 work days an equal amount over two pay periods;

(c) 21 to 30 days an equal amount over three pay periods;

(d) 31 or more days - an equal amount over four pay periods. Payment shall be based upon the number of hours/days of unused annual leave accrued in accordance with this contract multiplied by the employee's hourly/daily rate as of the date of separation.

Section 8. Should an employee die while in the employment of the Association, annual leave and sick-leave benefits listed in this Contract shall be transferred to a designated beneficiary of the employee.

Section 9. An employee who attends the NEA/AFT convention without prior approval of his/her manager shall have such time charged as annual leave.

ARTICLE 21. SICK LEAVE

Section 1.

- (a) Except as otherwise provided in subsection (b) below, an employee shall accrue sick leave proportionally each pay period at the rate required to earn 18 sick leave days per year. Unpaid leaves of absence, time spent on sabbatical leave, and time spent on leave advanced pursuant to the Sick Leave Bank, shall not be counted as working time. An employee shall accrue sick leave from his/her most recent date of hire, shall be eligible to use sick leave as earned, and shall accrue sick leave indefinitely.
- (b) Each newly hired employee shall be able to access up to four (4) days sick leave on the first day of employment.
- (c) Part-time employees shall accrue sick leave on a pro rata basis.

Section 2.

- (a) Sick leave may be used for the following purposes only:
 - (1) personal illness which either incapacitates the employee and/or which endangers the health of other employees;
 - (2) personal injury which incapacitates the employee;
 - (3) medical and dental examinations or treatments that cannot be scheduled during non working hours. Except in case of emergency, an employee shall give forty-eight (48) hours advanced notice when sick leave is to be taken for this purpose;

(4) childbirth. A maximum of six weeks of accumulated leave may be used immediately following delivery of the child. An extension of this time may be granted if the employee's attending physician certifies in writing that the employee's health prohibits her from substantially performing her normal duties. Time used prior to the birth of a child will be charged to sick leave;

(5) a maximum of ten (10) days for parental leave;

(6) a maximum of ten (10) days for the adoption of a child;

(7) illness of or injury to a member of the employee's immediate family, relative or member of household which requires the employee's presence. An employee shall be entitled to use up to ten (10) days of sick leave for this purpose in any one (1) contract year. Use beyond ten (10) days shall be at the discretion of the Association; or

(8) personal leave as provided in Article 24.

(9) bereavement leave.

(b) An employee absent for five (5) or more consecutive days under subsection (a) (1), (2) or (4) may be required by the Association to submit a doctor's certificate.

Section 3. If a paid holiday occurs while an employee is on sick leave, the employee shall not be charged sick leave for that day.

Section 4. The Association may require an employee to leave work if his/her continued presence would endanger the health of other employees. An employee required to leave work under this provision shall be placed on sick leave, provided that if such leave is not available to him/her, the employee may, at his/her option, charge such leave to any other available paid or unpaid leave.

Section 5.

(a) An employee is required to notify the Association within twenty-four (24) hours when he/she is absent on sick leave. An employee shall make every effort to keep the Association informed as to his/her anticipated date of return.

(b) An employee who has been on sick leave for thirty (30) days or more shall notify the Association of his/her desire to return to active employment after he/she has been on sick leave. Within five (5) working days after receipt of said notice,

the Association shall assign the employee to the same position that he/she held at the time his/her leave commenced, or if that position is no longer an authorized Association position to an equivalent position, provided that an employee who is on sick leave shall be subject to the provisions of Article 15 of this Agreement regarding layoff and displacement and the obligations imposed upon the Association by this subsection shall be subject to the implementation of said provisions.

Section 6. Sick Leave Bank

(a) Establishment:

- (1) There shall be an Association Sick Leave Bank.
- (2) The bank shall be established for Association employees' use only.
- (3) The bank must be accessed in writing.
- (4) A Sick Leave Bank Review Panel shall review all requests and respond within ten (10) working days.
- (5) The Sick Leave Bank Review Panel shall determine whether the request meets the established guidelines, and grant or reject the request.
- (6) The Association's Chief of Staff shall designate a confidential employee to maintain records for the Sick Leave Bank.

(b) Access: The employee wishing to use the bank must apply, in writing, to the Sick Leave Bank Review Panel and indicate the number of days needed and the nature of the illness or injury. When requested by the Association, the employee shall submit a physician's statement that verifies the illness or injury.

(c) Guidelines: An employee shall be able to use a maximum of 65 work days per fiscal year. To begin utilization of the sick leave bank, the employee must first exhaust his/her sick leave and utilize five (5) work days of paid or unpaid leave, which shall be granted by the Association. At the end of each fiscal year, the Sick Leave Bank records keeper shall indicate the number of days of leave that will be lost by employees; 100% of that leave shall then be transferred into the sick leave bank. Use of the bank shall be for non-elective surgical procedures, catastrophic/ chronic illnesses, and/or debilitating injuries or illnesses.

(d) Sick Leave Bank Review Panel: The Sick Leave Bank Review Panel shall consist of 7 members (4 appointed by FSO; and 3 appointed by the Association).

ARTICLE 22. JURY LEAVE

An employee who is summoned for jury duty shall be granted jury leave, which shall have no bearing on other types of leave available to the employee. However, the Association shall assist the employee in seeking an exemption from such duty if the duty conflicts with crucial responsibilities of the employee. The employee's compensation shall be at his/her regular hourly rate for the regular work day or work week, payable in the usual payroll manner by the Association, with compensation for expense reimbursements for jury duty retained by the employee.

ARTICLE 23. LEAVE WITHOUT PAY

Section 1. The Association may grant regular employees leave without pay for the following purposes:

- (a) extended vacation;
- (b) advanced study;
- (c) temporary employment by another employer;
- (d) travel;
- (e) civic or community service;
- (f) extended illness exceeding accrued sick leave;
- (g) child care;
- (h) parental leave; or
- (i) other purposes which are mutually agreed upon between the Association and the employee.

Section 2.

- (a) Time spent by an employee on leave without pay shall not be counted as time worked for purposes of accruing any benefits under this Agreement nor shall such time be included in determining the employee's seniority, his/her eligibility for sabbatical leave, or his/her completion of the probationary period.

(b) An employee on leave without pay shall have the option of continuing any insurance plans provided for in Article 32 of this Agreement. The cost of this coverage shall be paid by the employee to the Association in monthly payments.

(c) An employee's retirement shall be continued for the first thirty days of leave without pay. After thirty days, the employee may continue to participate in the retirement plan at full cost to the employee. If an employee elects to discontinue his/her participation in the Association Retirement Plan(s) while he/she is on leave without pay, he/she may, upon his/her return to active employment, "buy back" the time lost if this option is available as specified in the terms of the Plan(s).

Section 3. Any employee who has been on leave without pay, should he/she desire a return to active employment with the Association, shall be assigned to the same position that he/she held at the time the leave commenced or, if that position is no longer an authorized position, to an equivalent position.

Section 4. Except as otherwise expressly provided for in this Agreement, Sections 2 and 3 above shall apply to all leaves without pay.

ARTICLE 24. PERSONAL AND BEREAVEMENT LEAVE

Section 1. Each employee shall be granted up to three (3) days of personal leave with pay each contract year to attend to personal business matters which require the employee's absence during working hours. Personal leave used by an employee shall be charged to his/her accumulated sick leave. Unused personal leave up to the maximum provided for in this section for each employee shall be transferred to the sick leave bank at the end of each contract year. The transfer of personal leave to the sick leave bank shall not be charged to any other leave. Except in the case of emergency, at least one (1) day's advance approval by the Association is required for an employee to take personal leave. No explanation as to the purpose of such leave shall be required.

Section 2. Each employee shall, in addition to the leave provided in Section 1 above, be granted up to three (3) days of bereavement leave in the event of a death of a member of the employee's immediate family. Any additional bereavement leave days may be charged to sick leave. In addition to the leave provided above, one day leave shall be granted for funerals in case of death of other family members or close friends.

ARTICLE 25. MILITARY LEAVE

Section 1. An employee recalled into the armed services for reserve duty shall have the following options:

(a) to take annual leave or leave without pay for up to four (4) weeks or the period of his/her reserve duty, whichever is less; remitting to the Association the compensation received from the armed services if paid leave is taken; or

(b) to take annual leave or leave without pay for the entire period of the reserve duty or for that period of the reserve duty which exceeds four (4) weeks and keep the compensation or the appropriate portion thereof received from the armed services. An employee taking leave under this section must report for work on the first regularly scheduled work day following his/her release from the armed services.

Section 2.

(a) An employee involuntarily inducted into the armed services or recalled from reserve status to active duty shall be eligible, at his/her option, for an unpaid leave of absence for: (1) the entire period of his/her induction or recall, or (2) that portion of his/her induction or recall which exceeds his/her accrued annual leave.

(b) If an employee who has taken leave pursuant to this section makes application for reinstatement within ninety (90) days after his/her discharge from the armed services, he/she shall be assigned to the same position that he/she held at the time the leave commenced or to an equivalent position, provided that an employee who is on military leave shall be subject to the provisions of Article 15 of this Agreement regarding layoff and displacement and the obligations imposed upon the Association by this subsection shall be subject to the implementation of said provisions. Upon his/her return to active employment, the employee shall receive the salary to which he/she would have otherwise been entitled had he/she remained actively employed for the period of his/her leave, and thereafter shall accrue benefits at the rate appropriate for such salary.

ARTICLE 26. EMPLOYEE PROTECTION

Section 1. The Association shall save an employee harmless from any personal financial liability (including fines, reasonable attorneys' fees, posting of bail or bond, etc.) arising out of any claim, suit, criminal prosecution or judgment against him/her because he/she is an employee of the Association or because of any act taken by him/her in the course of his/her employment.

Section 2. The Association in agreeing to this provision, does not authorize or condone the commission of any criminal act and no representative, agent or employee of the Association has any authority, real or implied, to grant any such authority or to condone any such act.

Section 3. If an employee is incarcerated for reasons stemming from actions taken by him/her in the scope of his/her Association employment, the employee shall continue to be paid his/her regular salary, figured as a regular work day for each work day or part of a work day incarcerated, and each and every succeeding work day.

ARTICLE 27. OUTSIDE EMPLOYMENT

Section 1. An employee may participate in activities and perform services outside the scope of his/her Association employment, provided that such activities or services do not present a conflict of interest with assigned duties. If such activities or services are performed on the employee's own time (outside of regular working hours or when the employee is on leave) honorariums or any other compensation received shall remain with the employee. It is expressly understood that activities and services performed for NEA/ AFT or any of its affiliates shall be considered within the scope of an employee's Association employment.

Section 2. Absent the advance written approval of the Association, an employee may not utilize his/her Association position for private commercial purposes nor may he/she use Association materials for such purposes.

Section 3. Political Activity. Employees shall have the right to seek and hold elective political or other civic office, provided that the duties of such office do not conflict with assigned duties performed for the Association. The employee shall have the option of using unpaid leave, or all or any part of annual or personal leave due the employee, whenever leave time is necessary to fulfill the duties of the office. All remuneration deriving from the office shall reside with the employee.

ARTICLE 28. HEALTH SERVICES

Each employee shall be encouraged to receive a physical examination once each year. The Association provided insurance will include coverage for physicals as part of the regular insurance benefits subject to the provisions of the policy (i.e. copayments and deductibles).

ARTICLE 29. UNION ACTIVITIES

Section 1. Every employee shall have the right to freely organize and support FSO activities. The Association will not discriminate against any employee with respect to wages, hours, or any term or condition of employment by reason of membership in FSO, or for participation in any grievance, complaint or proceeding under this Agreement.

Section 2. The Association shall deduct the regular periodic dues and assessments uniformly required of the members of FSO. Deductions shall be in a uniform manner,

and shall be certified by the President of FSO as the official dues and assessments. The Association shall transmit the foregoing deductions to the officer of FSO empowered to receive such payments or to an authorized FSO account on a bi-weekly basis.

Section 3. Each member of the bargaining unit shall pay to the union all uniformly applied dues and/or assessments, or a financial responsibility fee equivalent to those dues and assessments. If a current employee has not become a member or paid the financial responsibility fee within thirty (30) calendar days of the effective date of this Agreement, or if a new employee has not become a member or paid the financial responsibility fee within thirty (30) days of the date of hire, the Union shall be notified immediately.

Section 4. The Union shall be afforded appropriate space for location of its file cabinets and shall not be denied the use of the office equipment or facilities in the conduct of its business; provided, however, that such use does not supersede Association business. The Union will pay the Association for paper and other materials used for Union business. FSO may provide a bulletin board(s) for its use in the lounge(s) of the Association headquarters.

Section 5. FSO shall have the right to use employee mailboxes and inter- and intra- office communications. This shall not include regular mailings to local or state leaders.

Section 6. Information.

(a) The Association shall supply the Union upon request with the following information within twenty (20) working days for each member of the bargaining unit:

- (1) name, address, sex, race, date of birth and area employed;
- (2) most recent date of hire and seniority date, if different;
- (3) title and rank;
- (4) salary and/or any other form of compensation;
- (5) copy of current job description for all members of the bargaining unit; and
- (6) the Association shall provide an annual accounting of the leave balance in the Sick Leave Bank.

(b) The Association shall notify the Union quarterly of:

(1) changes in salary by name of the employee, amount involved, resulting new salary, and effective date of the change;

(2) changes in classification, any salary changed by reason thereof, and the effective date of the change;

(3) new hires, resignations, retirements and deaths; and

(4) any other changes in the information specified in (a) above and the effective date of such changes.

(c) The Association shall furnish the Union with the information specified in (a) above for each new employee within one (1) week after his/her date of hire.

(d) The Association shall, upon request, furnish the Union with available information regarding the financial resources of the Association and other matters that may be necessary to enable the Union to properly bargain in regard to wages, hours and other terms and conditions of employment. Any information submitted to the Union pursuant to this Section shall be treated as confidential by the Union and shall not be publicly revealed or otherwise distributed in such a manner as would likely result in its being publicly revealed without the advance approval of the Association.

(e) The FSO President shall receive a copy of all agendas and all supporting materials for all Association Executive Cabinet and Governance Board meetings, excluding bargaining, personnel and executive session materials, at the same time as respective bodies receive their copy.

(f) The Chief of Staff or his/her designee shall distribute copies of NEA/AFT and NEA/AFT affiliate job vacancy postings when available. Such postings shall be provided to the FSO President and posted on the FSO bulletin board(s) at the headquarters building(s).

(g) A copy of all employee insurance policies and the ERISA report shall be provided to the Union at least annually upon request.

(h) New employees will be provided with forms necessary for insurance and union enrollment.

Section 7. The FSO negotiating team up to ten (10) members shall be granted leave with pay for the purpose of negotiating with the Association. The negotiating sessions shall be scheduled within the normal working hours, unless FSO and the Association agree to

alternate times. Negotiating sessions shall be held in Tallahassee unless FSO and the Association agree to an alternate site.

Section 8. FSO shall have the right to call a meeting of its membership on company time, in conjunction with staff meetings, or any other Association activity, provided that FSO meetings do not conflict with any assigned duties of the unit members.

Section 9. FSO will be allocated a maximum of 100 days/750 hours per year to be used for (1) attending affiliate conventions, (2) affiliate officers, (3) FSO officers and (4) FSO authorized representatives who are conducting union business. Such days must be approved in advance by the Chief of Staff or his/her designee. Union leave may be carried from year to year and accumulated from year to year to a maximum of forty (40) days/three hundred (300) hours in addition to the yearly allocation.

Section 10. An employee has the right to FSO representation in any meeting or conference that the person believes might lead to disciplinary action.

Section 11. FSO shall be given a position on the agenda of the Association Executive Cabinet and/or the Governance Board upon written request to the Chief of Staff. The request shall be submitted to the Chief of Staff, in writing identifying the subject.

Section 12. The Chief of Staff or his/her designee and the FSO President shall meet at least quarterly to review and discuss Association policies, programs, labor relations and future plans/directions.

ARTICLE 30. EDUCATIONAL IMPROVEMENT

Section 1. With the advance written approval of the Association, an employee may change his/her working hours in order to attend classes in approved educational institutions.

Section 2. The Association shall pay salary, expenses and all costs for courses, conferences, workshops, tuition and training experiences an employee takes for the benefit of the Association when such activities are approved by the Association. Each FSO member shall be entitled to attend at least one training session of his/her choice each year, may choose to attend training offered at the George Meany Center, or take job- related course(s) at an accredited post-secondary institution. The selection and timing of training sessions and/or course work chosen by the employee shall be approved by his/her immediate supervisor. Reimbursements for Associate staff above \$600 per year shall also be at the sole discretion of FEA.

Section 3. Two (2) Association Managers and two (2) FSO members shall constitute a Sabbatical Leave Committee. An FSO member may request a sabbatical leave, subject to

the following conditions, and such leave shall be granted upon the recommendation of the Sabbatical Leave Committee and approval of the Chief of Staff:

- (a) the FSO member shall have completed six (6) years of active service to the Association;
- (b) the leave shall be for the purpose of professional improvement of mutual benefit to the FSO member and the Association;
- (c) the amount of leave may not exceed one (1) year, and the salary paid by the Association to the employee on leave shall be from one-half (1/2) to the full rate of his/her salary at the time such leave is granted as determined by the Chief of Staff, plus full fringe benefits, provided that the total compensation and benefits received by the employee for such sabbatical leave may not exceed those he/she would have received from the Association had he/she not been on sabbatical leave; and
- (d) the FSO member shall agree to return to service with the Association for a period at least equal to the length of his/her approved leave or to repay to the Association the salary received during the leave within two (2) years.

ARTICLE 31. MEMBER RIGHTS SPECIALIST

The Member Rights Specialist shall be a professional employee and shall not be employed in lieu of or to eliminate any other position.

ARTICLE 32. INSURANCE

Section 1. The following insurance benefits shall be maintained at levels which are substantially equivalent to those in effect on the effective date of this Agreement and shall be provided for employees and eligible dependents without cost to the employee:

- (a) Medical and hospitalization benefits;
- (b) Dental benefits;
- (c) Life insurance benefits;
- (d) Vision insurance benefits.

Section 2. The following insurance benefits shall be provided for employees:

(a) Travel accident insurance for an employee traveling on official FEA business. Said insurance shall be in the amount of \$100,000 for loss of life with extended coverage for dismemberment and/or loss of sight pursuant to FEA's present travel accident insurance policy and such insurance shall apply only to those methods of transportation covered by said policy.

(b) Disability income protection insurance which is substantially equivalent to that provided by the present disability plan, with benefits at sixty-six and two-thirds percent (66-2/3%) of the employee's salary.

Section 3.

(a) The benefits set forth in Section 1 and 2 above may be provided through the FEA's present insurance carriers or through any other reputable insurance carriers with whom the FEA may decide to deal in the future. FEA will consult in a timely manner with the FSO prior to implementing a new plan or changing to a new carrier.

(b) If, during the term of this Agreement, the insurance carrier being utilized by the FEA ceases to make available any of the benefits set forth in Section 1 and 2 above, the FEA shall no longer be obligated to provide said benefits but shall be obligated to provide in lieu thereof the most nearly equivalent benefit available to it at comparable cost from the carrier in question or from any other reputable carrier. FEA will consult with the FSO prior to implementing a new plan or changing to a new carrier.

(c) At least thirty (30) days prior to the anticipated implementation of any new insurance program, the FEA will inform the FSO of the anticipated implementation date and complete specifications of the proposed program. FSO may grieve the equivalency of the proposed program to the current program. However, FEA may implement the new program. If the final resolution of the grievance determines that the new plan is not equivalent, then FEA must provide equivalency retroactive to the implementation date of the new insurance.

(d) Any coverage which had been in effect for the employee's spouse and/or dependents under the medical and hospitalization insurance specified in Section 1

(a) above shall continue for a period of three months following the month of an employee's death.

Section 4. Should any State and/or National Health Care Plan legislation be enacted, the parties agree to negotiate the impact of such legislation as it might affect the Health Care benefits provided under this Contract.

ARTICLE 33. RETIREMENT

Section 1. The Association shall continue its participation in the NEA Retirement Plan during the term of this Agreement as follows:

- (a) The program shall be non-contributory for employees;
- (b) Beginning September 1, 2001, the retirement formula will be based upon an employee's last 1 year average, as opposed to the last 3 years. This will be incorporated in the plan document to reflect said change.

Section 2. Retirement Incentive.

The Association will, effective October 1, 2000, and continuing for the duration of this agreement only, provide a retirement incentive to any member of the bargaining unit who has not previously been eligible for a retirement incentive program with the former FTP- NEA and who declares his/her intent to retire on the date he/she first becomes eligible under the NEA retirement system. For those former FEA-United employees this incentive shall be available beginning October 1, 2000, or the first of the month following his/her sixtieth birthday. The employee must notify the Association, in writing, thirty (30) days prior to the effective date of his/her retirement date. For those employees retiring October 1, 2000, the thirty (30) day notice is waived.

The incentive shall be:

Professional Employees	\$50,000.00
Associate Employees	\$25,000.00

An employee who chooses this incentive will receive credit for ten (10) years of service toward the retirement benefits for insurance.

Section 3. The Association will provide medical and dental benefits for retired Association employees. The Association will pay ten percent (10%) of the premium for each year of service with the Association.

Section 4. For those former FEA-United employees who will not vest in the NEA Retirement program and who may retire during the term of the contract, the Association

will continue the defined contribution of twenty (20) per cent in a qualified retirement plan in addition to the NEA Retirement plan.

ARTICLE 34. GRIEVANCE PROCEDURE

Section 1.

(a) A grievance is an allegation by the Union, or one or more employees that there has been a misinterpretation, violation, or misapplication of a provision of this Agreement.

(b) All grievances shall identify the specific Article or Articles of this Agreement involved and set forth in detail the specific nature of the alleged violation.

Section 2. A grievance shall be processed as follows and shall be filed on a form as illustrated in Appendix 4.

(a) The Union, acting on behalf of the employee, shall deliver the grievance in writing to the authorized Association representative not later than twenty (20) working days after the employee knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance;

(b) Step 1 of the Grievance Procedure shall consist of a meeting among the employee, a Union representative, and the employee's immediate supervisor to discuss the grievance with the objective of resolving it informally. Such meeting shall be held not later than five (5) working days after the date on which the grievance was delivered. Time limits begin when a grievance is delivered to an authorized Association representative;

(c) Not later than three (3) working days after the conclusion of the Step 1 meeting, the immediate supervisor shall provide the employee and the Union with his/her written answer;

(d) If the grievance is not resolved to the union's satisfaction at Step 1, the union may submit the grievance in writing to Step 2. The grievance shall be filed not later than five (5) working days after the receipt of the written Step 1 answer, eight (8) working days after the conclusion of the Step 1 meeting if a timely answer is not received, or thirteen (13) working days after the filing of the grievance if a Step 1 meeting is not held. Step 2 shall consist of a meeting among the employee, a Union representative, and the Chief of Staff or his/her designee. The Association or the Union may bring to the meeting any other person necessary to resolve the grievance. This meeting shall be held within five (5) working days after the written request for a Step 2 meeting is filed. Not later than five (5)

working days after the conclusion of the Step 2 meeting, the Chief of Staff or his/her designee shall provide the employee and the Union with his/her written answer. It is the mutual desire of the Association and the Union to avoid "surprises" at arbitration. Accordingly, each party shall make an effort at the Step 2 meeting to indicate to the other its legal position and the general nature of the evidence that it plans to offer in support thereof; and

(e) If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration. A grievance must be submitted to arbitration not later than twenty (20) working days after receipt of the Step 2 answer, twenty-five (25) working days after the conclusion of the Step 2 meeting if a timely answer is not received, or thirty (30) working days after the submission of the grievance to Step 2 if a Step 2 meeting is not held. Submission to arbitration shall consist of the filing of a written Demand for Arbitration with the American Arbitration Association with a copy to the Chief of Staff.

Section 3.

(a) The demand for arbitration, the selection of the arbitrator, and the arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association;

(b) The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement;

(c) In rendering his/her decision, the arbitrator may take judicial notice of any relevant statutory or constitutional provisions;

(d) If at arbitration a party introduces evidence, the general nature of which was not indicated at the Step 2 meeting, or changes its Step 2 legal position, the other party shall be entitled, upon request, to an adjournment of sufficient length to prepare a response;

(e) Unless otherwise agreed to by the parties, the grievance originally filed, including the issue presented and the remedy requested, shall constitute the arbitral demand, provided that the arbitrator shall be empowered to award any remedy that he/she deems appropriate, including back pay. The arbitrator's award shall be final and binding, subject only to whatever right of appeal may be available regarding such awards under the applicable laws;

(f) Mutually incurred costs, such as the fee of the arbitrator, shall be borne equally by the parties. Individually incurred costs, such as attorneys' fees or the charge for the transcript, shall be borne by the party incurring them;

(g) Grievances may be consolidated for purposes of arbitration by mutual agreement of the Association and the Union;

(h) If either party contends that a grievance is, for any reason, not arbitrable, the arbitrator shall rule first on the arbitrability question. Only if he/she rules that the grievance is arbitrable, shall he/she proceed to hear the case on the merits.

Section 4.

(a) Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximums and an attempt shall be made to expedite the process.

(b) Timelines may be extended upon mutual agreement of the parties. Unless an extension is mutually agreed upon between the Association and the Union, the time limits set forth herein shall be applicable.

(c) A failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limit shall be deemed an acceptance of the decision rendered at that step.

Section 5.

(a) If a grievance affects a group or class of employees, the Union may initiate and submit such grievance in writing directly to the Chief of Staff or his/her designee. Such submission must be made not later than thirty (30) days after any member of the class or group affected knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance. The processing of such grievance shall commence at Step 2 of the grievance procedure.

(b) If a grievance arises from action or inaction by the Association at a level above an employee's immediate supervisor, the Union may submit such grievance in writing directly to the Chief of Staff or his/her designee. The time limits for submission and the subsequent processing of such grievance shall be the same as set forth in subsection (a) above in regard to a class or group grievance.

Section 6.

(a) The investigation, processing, including Step 1 and Step 2 meetings, and arbitration of grievances shall take place outside of regular working hours, subject to the following exceptions:

(1) The time spent by an authorized representative of the union in researching or representing an employee shall be allocated in accordance with Article 30 of this agreement;

(2) If the Association and the Union agree in advance that it is necessary to investigate a particular grievance during regular working hours, one (1) Union representative shall be excused from his/her assigned duties with pay in order to conduct such investigation; or

(3) If the Association and the Union mutually agree to hold a Step 1 or Step 2 meeting or if an arbitration is scheduled during regular working hours, the aggrieved employee shall be excused from his/her assigned duties, with pay, to attend such meeting and/or arbitration, and other employees attending such meeting or arbitration on behalf of the Union shall be released from their assigned duties with pay.

(b) The Association shall cooperate with the Union's investigation of any grievance and shall provide the Union with such available information as is requested to the extent required under applicable rulings of the courts and/or the National Labor Relations Board.

(c) Any Step 1 grievance meeting shall be held in the office building of the grievant. All other grievance meetings and/or hearings shall be held in the headquarters office(s) of the Association. Meeting places (offices) may be changed by mutual agreement of the Association and Union. The Association shall, consistent with the time limits set forth herein, make every reasonable effort to schedule meetings and/or hearings during such time as the grievant is in the area of the appropriate office during the regular course of his/her employment.

Section 7.

(a) Grievances shall be kept confidential.

(b) No reprisals of any kind shall be taken against any person because of his/her participation in the grievance procedure in accordance with the terms of this Article.

(c) All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

ARTICLE 35. SALARY SCHEDULES

Section 1. Schedules.

(a) The salary schedule for the period September 1, 2000 through August 31, 2001 shall be as follows:

Level	Clerical	Skills/ Trades	Secretarial	Technical	Professional B	Professional A
0	14033	15695	20928	21895	26780	47423
1	15372	17343	22782	24161	29355	50423
2	16711	18991	24636	26427	31930	53423
3	18050	20639	26490	28693	34505	56423
4	19389	22287	28344	30959	37080	59423
5	20728	23935	30198	33225	39655	62423
6	22067	25583	32052	35491	42230	65423
7	23406	27231	33906	37757	44805	68423
8	24745	28879	35760	40023	47380	71423
9	26084	30527	37614	42289	49955	74423

(b) The salary schedule for the period September 1, 2001 through August 31, 2002 shall be as follows:

Level	Clerical	Skills/ Trades	Secretarial	Technical	Professional B	Professional A
0	14454	16166	21555	22552	27583	49593
1	15833	17863	23465	24886	30236	52593
2	17212	19561	25375	27220	32888	55593
3	18591	21258	27284	29553	35540	58593
4	19970	22956	29194	31887	38192	61593
5	21350	24653	31103	34221	40845	64593
6	22729	26351	33013	36555	43497	67593
7	24108	28048	34923	38889	46149	70593
8	25487	29746	36832	41223	48801	73593
9	26866	31443	38742	43557	51454	76593

(c) The salary schedule for the period September 1, 2002 through August 31, 2003 shall be as follows:

Level	Clerical	Skills/ Trades	Secretarial	Technical	Professional B	Professional A
0	14887	16651	22202	23228	28411	51763
1	16308	18399	24169	25632	31143	54763
2	17728	20148	26136	28036	33875	57763
3	19149	21896	28103	30440	36606	60763
4	20569	23644	30070	32844	39338	63763
5	21990	25393	32037	35248	42070	66763
6	23411	27141	34003	37652	44802	69763
7	24831	28890	35970	40056	47534	72763
8	26252	30638	37937	42460	50265	75763
9	27672	32386	39904	44864	52997	78763

For employees on the Professional A column, a cost of living of 3% shall be added to the base salary each year.

Those employees of the former FEA-United who are paid above the schedule shall receive a 3% increase each year.

Those employees of the former FEA-United who are paid below the schedule shall receive one-third of the difference each year of the contract. All employees shall be on schedule the third year of the agreement.

If the Monroe Street property is sold the parties agree to reopen bargaining on “catch up” for those employees paid below schedule.

The employees of the former FTP-NEA who receive the auto allowance and the seven additional employees who will begin receiving it September 1, 2000, shall have the auto allowance cut by one-third at the beginning of each year of the Agreement. Any employee who drives an Association vehicle shall return it to the Association upon receipt of the auto allowance.

Section 2. New Hire Placement. Professional

employees

EXPERIENCE	SALARY
0	0
1	1

2	2
3	3
4	4
5	5
6	6
7	7
8	8
9 OR MORE	9

(a) Professional staff members hired after the effective date of this Agreement shall be placed on the schedule level which reflects the number of years of comparable experience of the employee. Comparable work experience shall be defined as employment by the National Education Association or any of its affiliates in a position with duties and responsibilities that are substantially equivalent to those for which the employee is hired by FEA, or employment by any other organization in a position with duties and responsibilities which qualify the employee for FEA employment.

(b) Technical, secretarial, skill and trade laborers and clerical employees hired after the effective date of this Agreement shall be placed on the schedule level which reflects the number of years of comparable work experience according to the "rule of three" (i.e. no prior experience - step "0", 1-3 years of experience, Step 1; 4-6 years, Step 2, etc.). When an employee is not given full credit for previous work experience, the Union shall be consulted prior to the employee's being placed on the salary schedule.

(c) An associate staff person employed as a Members Rights Specialist shall be given one (1) step on the Professional B Wage Scale for four (4) years of experience (or major portion thereof) of employment with the Association or one of its affiliates. However, no person shall be placed on a step that would result in their receiving less wage than they receive from their current primary employment.

Section 3. Part-time technical, secretarial, skill and trade laborers and clerical employees who normally work twenty (20) or more hours per week shall be paid on a pro-rata basis in accordance with the schedules in Section 1. Those who work less than twenty (20) hours per week shall be paid on a pro-rata basis at Step 0.

ARTICLE 36. STRIKES

Section 1. If a recognized staff organization of the NEA/AFT or a local affiliate of the Association, or an affiliate of the AFL-CIO, engages in a strike that is protected activity

under the National Labor Relations Act, an employee shall not be required to perform the work of those on strike or to cross an established picket line in support of said strike.

Section 2. The FSO shall not engage in any strike during the term of this Agreement.

ARTICLE 37. MAINTENANCE OF STANDARDS

Section 1. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which:

- (a) are expressly provided for in this Agreement;
- (b) result from the implementation of any procedure expressly set forth in this Agreement (e.g. layoff procedure); or
- (c) relate to such matters as the size or location of an employee's office, an employee's office furnishings, or the type and amount of secretarial assistance available to an employee.

Section 2. In the interim period while standards are being set it is not the intent of the Association to reduce standards of employment of the employees of the former FTP-NEA or FEA-United. However, should the Union perceive that a reduction has occurred it is agreed that the Chief of Staff or his/her designee and the FSO President or his/her designee shall meet to resolve the issue.

ARTICLE 38. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 39. ASSIGNMENT REVIEW PROCESS

The assignment review process shall be utilized to provide feedback to the employer and the employee regarding assignments, projects, and programs which fall within the employee's job responsibilities. The overall purpose of this process shall be the improvement of the quality of the job performance in the delivery of service to members.

Each employee shall be informed of the process.

The process of assignment review shall be an integral part of the development of the total project/program.

ARTICLE 40. STAFF MEETINGS

The Association shall schedule at least one (1) all staff meeting each contract year. Additional meetings may be scheduled as necessary to conduct Association business.

ARTICLE 41. EMPLOYEE TRAVEL AND BUSINESS EXPENSES

Section 1. The FEA shall reimburse an employee, in accordance with IRS regulations, for all reasonable business expenses incurred by him/her while on official FEA business as follows:

- (a) meals (including gratuities) to a maximum cost of \$55.00 per day and lodging cost to a maximum of \$85.00 per day (excluding taxes), provided that FEA shall reimburse more than said limits in justifiable situations where appropriate explanations are provided by the employee;
- (b) valet service if travel is over five (5) consecutive days;
- (c) travel expense for automobile rental;
- (d) air travel expenses shall be limited to the least expensive fare available. FEA will assume the cost of a cancellation penalty for Association required or Association approved reasons; travel other than automobile shall require advanced approval of the employee's supervisor;
- (e) bus, taxi, limousine and other ground transportation as required;
- (f) road, bridge and tunnel tolls and parking fees;
- (g) occasional calls home;
- (h) all professional staff members shall be reimbursed the cost of a basic AAA annual membership;
- (i) the Association will reimburse employees who use their personal automobiles for official Association business at the IRS rate (currently \$0.325 cents per business mile).

Section 2 The FEA shall make travel advances available to those employees who travel on Association business on an as needed basis. All such travel advances shall be vouchered according to the association travel and reimbursement guidelines.

Section 3. The FEA will reimburse an employee the reasonable cost for loss or damage of items other than disposable supplies, which are necessary and required by the Association for the performance of their assigned functions, except when such loss or damage is due to proven employee negligence. Reimbursement shall be limited to that portion of such loss not reimbursable by insurance or another non FEA source.

Section 4. FEA will provide an employee who travels extensively for FEA an air travel card and a telephone credit card and will reimburse such employee for the fee for one (1) major credit card. FEA will additionally reimburse staff for the fee for travelers checks used on official business.

Section 5. An employee on approved leave who chooses to attend the NEA/AFT convention at his/her own expense during such leave shall be allowed to report work time rather than leave for any approved work assignments during the convention.

Section 6. If an employee is assigned temporarily to work for an extended period of time (more than sixty days) at a location which is not in the same metropolitan area as his/her home base, FEA shall provide: 1) appropriate temporary living quarters in an area accessible to the employee's assignment; 2) up to fifteen (\$15) dollars per week for laundry/valet or maid service; and 3) occasional trips home (at least one trip for each ten work days) in lieu of the moving and transportation benefits provided in Article 11 or actual expenses as provided in Section 1 above. It is expressly understood that reimbursement for meal costs shall be excepted from this provision in cases where the employee's assignment and work schedule preclude eating at his/her temporary residence.

Section 7. From time to time, FEA will schedule staff meetings, staff training or governance training where circumstances or economics will require sharing of accommodations. However, a staff member may have single accommodations at FEA expense simply by notifying the FEA person in charge of said meeting.

ARTICLE 42. SUBCONTRACTING/TEMPORARY EMPLOYMENT

Section 1. FSO recognizes the need for the Association to subcontract or hire temporary employees for limited periods of time, not to exceed one (1) year, to obtain the services of individuals with specialized skills or to fill the position of a regular employee who is on leave, or to pilot a new position. Pilot position(s) will be jointly evaluated after six months at which point Management will determine the status of the position. The Association may subcontract or hire a temporary employee to fill a position that has been vacated by a regular employee for up to three (3) months. These periods may be

extended with FSO concurrence. FSO shall be provided a copy of the job description and length of the contract upon employment.

Section 2. No employee of the Association shall be displaced, transferred, or suffer any loss of salary or benefits because of this Article. Subcontractors or temporary employees shall not be used to reduce, eliminate or avoid adding any bargaining unit positions.

Section 3. Retained counsel shall be exempt from this Article provided that they shall not be used to reduce or eliminate any bargaining unit positions.

ARTICLE 43. SAFE WORKPLACE

Section 1. The Association agrees to provide a safe workplace for employees. The Union has the right to meet with the Chief of Staff or his/her designee to discuss the health and safety of any member of the unit. FSO will provide the Association with the names of the members of the Health and Safety Committee during the month of September of each year this contract is in effect.

Section 2. Visual Display Terminals used by the Association shall be checked periodically for radiation emission. VDTs will be fitted with non-glare screen covers. VDTs will be located away from windows and the windows in rooms where VDTs are used will have blinds or drapes. VDTs will be located on desks or tables designed specifically for such use. Chairs shall be adjustable for height, back and tension. The provisions in this section shall be available upon request.

ARTICLE 44. EVALUATION

Section 1. Supervisory personnel shall hold meetings at the beginning of the fiscal year to inform employees of the evaluation procedure. New employees shall be informed of the evaluation procedure within one (1) week after commencing employment.

Section 2. Evaluations will be based upon verified and documented knowledge of the employee's performance, and upon the employee's job description.

Section 3. An employee may appeal his/her evaluation through the grievance procedure.

Section 4. The employee shall be entitled to representation at any point in this process.

Section 5. The form for use in this process shall be illustrated in Appendix 5 of this Agreement.

Section 6. Performance Review Process.

Where employee deficiencies are identified, the following shall take place prior to implementation of the evaluation process:

- (a) a conference has been held between the employee and supervisor outlining identified deficiencies;
- (b) performance expectations and recommendations for change have been clearly stated and recorded;
- (c) a program of assistance has been mutually developed;
- (d) the employee has progressed through the stages of the program on a time schedule to which the parties have mutually agreed.

Should the above outlined process not correct the deficiencies, the evaluation process shall be instituted as follows:

- (a) a meeting shall be held between the employee and supervisor;
- (b) deficiencies shall be clearly stated in writing;
- (c) the program of assistance, including timelines, shall be clearly delineated in writing by the employee's supervisor;
- (d) possible consequences or actions to follow shall be clearly stated to the employee by the supervisor;
- (e) the employee will be given a copy of the evaluation form to sign. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge agreement with the evaluation. The employee may attach a reply to the written evaluation.

ARTICLE 45. COMMITTEES

The parties agree to form two (2) committees of two (2) people from each party to deal with cell phones for professional staff and “work-where-you-live” beginning August 1, 2000, to report to the Chief of Staff and the President of the FSO by October 31, 2000.

ARTICLE 46. ROLLOVER

Section 1. All those employees, employed as of August 31, 2000, by the organizations previously known as FTP-NEA and FEA/United, shall be regular employees or

probationary employees in the instance the employee has not completed his/her probationary period with the previous employer.

Section 2. All annual leave and sick leave accrued while employed by the organizations previously known as FTP-NEA and FEA/United and available on August 31, 2000, shall be credited to each employee's appropriate leave total. Any leave commonly referred to as "use or lose" shall be handled according to the previous employer's policy or agreement for a period of one year beginning September 1, 2000.

Section 3. The FTP-NEA Sick Leave Bank balance as of August 31, 2000, shall be credited to the FEA Sick Leave Bank total.

Section 4. The seniority date as computed by the previous FTP-NEA/FSO agreement shall be the seniority date for all employed by the organizations previously known as FTP-NEA and FEA/United on August 31, 2000.

Section 5. Longevity date shall be computed from the most recent date of hire with either organization previously known as the FTP-NEA or the FEA/United.

Section 6. All sections of this article shall apply to all those employees, employed as of August 31, 2000, by the organizations previously known as FTP-NEA and FEA/United.

Section 7. The parties agree that Section 1 of the article dealing with retirement and Sections 1 and 2 of the article dealing with insurances shall be in effect beginning October 1, 2000 for employees of the organization previously known as FEA/United. For the period September 1, 2000 – September 30, 2000, said employees shall continue to be covered by the same insurances and retirement plan as they were covered by previous to September 1, 2000.

ARTICLE 47. DURATION

This agreement shall be effective September 1, 2000 and shall continue in effect through August 31, 2003.

This Agreement is made and entered into on this th day of _____, 2000.

FLORIDA EDUCATION ASSOCIATION

BY
MAUREEN DINNEN, President

BY
JOHN RYOR, Chief of Staff

BY
EVAN HUGHES, Chief Negotiator

FLORIDA STAFF ORGANIZATION BY
JO BERRY-SEGNA, President and Chief Negotiator