

MASTER CONTRACT

HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

AND

HILLSBOROUGH STAFF ORGANIZATION

July 1, 2016 – June 30, 2019

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ARTICLE 1. RECOGNITION

Section 1 - Exclusive Bargaining Representative

The "Hillsborough Classroom Teachers Association" (hereinafter referred to as "HCTA" or the "Association") recognizes the Hillsborough Staff Organization, an affiliate of the Florida Staff Organization and the National Staff Organization, (hereinafter referred to as "HSO" or the "Union") as the exclusive bargaining representative for: all full-time and part-time professional and associate staff, as defined in Article 5 of this Agreement.

The following positions are excluded from the unit: the Executive Director, Deputy Executive Director, Confidential Administrative Assistant, Financial Administrator/Office Manager, and Building Superintendent. Additionally, officers and/or members who work on release time from the school district shall not be included in the bargaining unit or covered by this agreement.

Section 2 - Administrative Changes

The Association shall not make any administrative changes which will remove positions from the Union's bargaining unit arbitrarily, capriciously or for the purpose of diminishing 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 proposed change is scheduled to become effective if there is an individual employee in said position.

ARTICLE 2. MANAGEMENT RIGHTS

Nothing in this Agreement shall be interpreted as constituting a waiver of HCTA's rights and responsibilities to manage the affairs of the local in keeping with its core values to organize and serve members and advance the cause and support of public education. The intent of the Agreement is to establish wages, working hours, and conditions of employment with the HSO/FSO.

Except as otherwise expressly provided in this Agreement, the Association reserves the right to manage its operations and to direct its' employees through the Executive Director in accordance with the policies established with the HCTA executive Board

ARTICLE 3. NONDISCRIMINATION

Section 1 – Definition

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, gender identity, age, disability, marital status, or participation in the lawful activities of the Union.

Section 2 – Reprisals

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.

ARTICLE 4. 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 term "most recent date of hire" means the date on which a person began his/her current employment with the Association.
- D. The term "days" means calendar days unless otherwise indicated.
- E. 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 nine (9) months. HCTA and HSO may extend this time by mutual agreement, such as when an employee takes an approved leave for longer than nine months pursuant to Articles 24 or 26.
- F. The term "longevity" means the length of full-time employment experience from the most recent date of hire with the Association.
- G. The term "immediate family" means spouse, child, step-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 5. CATEGORIES OF EMPLOYMENT

Section 1 - Employment and Probation Period

There shall be two (2) categories of Association employment as follows:

- A. "Regular Employment" shall commence when an employee has completed the appropriate probationary period, as defined in subsection (B) below, in a position that:
 - 1. Has no predetermined termination date; and
 - 2. Requires a full time schedule. Regular employees shall be covered by all the provisions of this Agreement.
- B. "Probationary Employment" shall commence on an employee's most recent date of hire (excluding hire as a temporary employee) and shall continue for the duration of the probationary period, which is defined as follows:
 - 1. Professional Staff shall serve a one year probationary period. Upon written agreement of the Association and the Union, probationary employment may be continued in individual cases for a maximum of sixty (60) days. Any further probationary extension shall only be by mutual agreement of the parties.
 - 2. Associate Staff shall serve a six (6) month probationary period. Upon written agreement of the Association and the Union, probationary employment may be continued in individual cases for a maximum of sixty (60) days. Any further probationary extension shall only be by mutual agreement of the parties.

Section 2 - Probationary Rights

If the employment of a probationary employee is continued beyond the aforesaid probationary period, he/she shall become a regular employee. Except as otherwise expressly provided in this Agreement, probationary employees shall be covered by all of the provisions of the Agreement.

Section 3 - Grant Funded Positions

Grant funded positions may be available from time to time based on state and national union programs or other outside funders. Where applicable, such positions may be in the bargaining unit based on mutual consent of the parties. Grant funded positions will be clearly denoted and will end when the grant concludes and/or when grant funds are expended. Grant funded positions are excluded from the protections of Article 17.

ARTICLE 6. HIRING PRACTICES

Section 1 – New Positions

If the Association creates a new position(s), it will consult with HSO to determine whether the new position may be a bargaining unit position. If so, HCTA will consult with HSO concerning whether a new job title or an existing job title best reflects the duties of the position. HCTA shall determine the contents of any job description. Such new positions, if determined to be part of the bargaining unit, shall become a part of the existing Agreement. If HCTA determines that the position is not within the bargaining unit, HSO reserves the right to file a unit clarification petition with the NLRA

Section 2 - Internal Posting and Interviews

- A. Current bargaining unit members, who apply for another bargaining unit position, shall be interviewed for the position prior to any external posting. Positions will be posted internally for one week and if no internal applications are pending, the employer may post the job externally.
- B. Bargaining unit members who apply for promotional positions outside the bargaining unit shall be interviewed prior to any external posting. Positions will be posted internally for one week and if no internal applications are pending, the employer may post the job externally.
- C. When qualifications of a current bargaining unit member and an external candidate are substantially equivalent, the current bargaining unit member shall be selected.
- D. HCTA will make every effort to fill posted positions in a reasonable time period so to avoid workload impacts to current staff

Section 3 - Subcontracting/Temporary Employment

The Association may not fill an open position with a temporary or contract employee for longer than twelve (12) months. Subcontractors or temporary employees shall not be used to reduce or eliminate bargaining unit positions.

Section 4 - Moving and Transportation Expenses

Moving and transportation expenses shall be paid to an employee who is hired by the Association and who does not reside within sixty (60) miles of the Association office. Moving and transportation expenses shall be limited to \$1500 and applicable receipts will be required for reimbursement of moving and transportation expenses

ARTICLE 7. PAYROLL PRACTICES AND DEDUCTIONS

Section 1 - Annual Pay

Salaries shall be stated on either an annual or an hourly basis. Annual pay shall be computed on the basis of twenty-four (24) semi-monthly pay periods. An employee's gross annual salary divided by 2,080 (260 day times x 8 hours per day), which for associate staff shall be the hourly rate.

Section 2 - Payroll Dates

Pay shall be distributed to employees the 1st and 15th of every month.

Section 3 – Direct Deposit and Payroll Statement

Payroll shall be processed by direct deposit. An employee shall be given a statement with his/her regular paycheck setting forth all deductions from his/her gross earnings.

Section 4 - Standard Deductions

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, including but not limited to Unemployment Compensation, and Social Security, shall be made.

Section 5- Other Deductions

Upon receipt of a properly signed authorization form from the employee, the Association shall make deductions for the following purposes:

- A. Credit Union.
- B. Union membership dues and uniformly-applied assessments pursuant to this Agreement
- C. Upon mutual agreement of the Association and the Union other deduction slots may be added or deleted.

Section 6 – Indemnification

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. SALARIES

Professional and Associate staff members hired by the Association 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 in a previous position with duties and responsibilities that are substantially equivalent to those for which the employee is hired or employment by any other organization in a position with duties and responsibilities which qualify the employee for HCTA employment. Steps do not necessarily correspond with years of experience for purposes of initial placement on the newly negotiated (July 1, 2016) scale. The salary scale shall be included as Appendix 1.

ARTICLE 9. REIMBURSEMENTS AND EXPENSES

Section 1 - Expense Allotment

The Association shall provide salaried professional staff with an annual expense allotment as follows:

- A. Member Services Specialists shall receive an expense allotment of \$4,500 annually.
- B. All other salaried employees shall receive an expense allotment \$1,500 annually.
- C. Employees shall submit verification of receipted expenses throughout the calendar year.
- D. Any portion of the expense allotment that has not been paid out prior to December 14 of each year will be paid out in a taxable lump sum on the December 15 payroll.

Section 2 - In-County Business Expenses

- A. Professional Staff: The employee shall account to the Association, on a monthly basis, for all in-county business expenses. The Association shall reimburse the employee, on a monthly basis, for all verified in-county business expenses. Such reimbursed expenses shall not exceed the authorized annual amount in Article 9, section 1.
- B. Associate Staff: When an associate staff member who does not have an expense account uses their automobile for official business, such staff member shall be reimbursed based on the official IRS mileage rate.

Section 3 - Expenses for Out-of-County Travel

- A. An employee representing the Association on official business, out of the county, shall not be expected to expend their expense allowance for such travel. The employee shall complete an expense voucher form upon the completion of the trip, attaching receipts for expenditures. These documents must be presented to the Executive Director to validate the expense voucher prior to a check being issued to the employee.
- B. Out-of-county travel will be reimbursed in the following manner:
 - 1. Claims for reimbursement for travel by public carrier must be substantiated by receipts from the carrier. All travel on public carriers must be by the most economical mode and via the usually traveled route. If travel is by private automobile, the Association will pay the IRS rate per mile but not to exceed the cost of a round trip plane ticket on the economy plan.
 - 2. Lodging shall be paid at the rate charged by the hotel or motel where the employee is staying. When the official business is being transacted at a motel or hotel, the employee should lodge in such motel or hotel.
 - 3. The cost for meals shall be reimbursed up to \$55.00 per day with applicable receipts.
 - 4. Taxi and limousine, tips, toll fares, official telephone calls, storage and parking fees and convention registration fees are reimbursable. Staff may request the Administrative Assistant to help make travel arrangements.
 - 5. Whenever more than one employee is representing the Association at the same activity, the Administrative Assistant shall assist the participants in making travel arrangements.

ARTICLE 10. HOURS OF WORK

Section 1 - Salaried Employees

- A. Professional staff (salaried employees) are expected to dedicate their full time efforts to their HCTA position in accordance with job descriptions and expectation.
- B. Normal office hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- C. The Association reserves the right to schedule hours as it may deem necessary for effective operations. Salaried employees are expected to attend such after-hours and weekend meetings as are related to their area of employment, or as assigned by the Executive Director, without additional compensation.
- D. Upon receiving an assignment, each salaried employee shall schedule his/her time in the manner the employee considers most appropriate to the proper functioning of his/her assigned position. The Association and the Union agree that the nature of the job of salaried employees requires the working of irregular hours (i.e., weekends, long days and/or long weeks). These irregular hours do not entitle the employee to additional time off. Both parties recognize that a variance of work location may be necessary, including working from schools or district worksites, the employee's home or other remote locations. The employee or the Executive Director may initiate the discussion for such accommodation; however, the discretion to grant a variance rests solely with the Association.
- E. Employees shall maintain a record in advance of all meetings, school visits, etc. on the shared electronic calendar and shall notify the Office Manager (or Executive Director in his/her absence) of any schedule changes.
- F. Except as otherwise provided in the contract, employees who have taken approved leave may not modify that leave retroactively.

Section 2 - Hourly Employees

- A. The basic work period for each employee shall consist of thirty-five (35) hours per week with a 1 hour paid lunch.
- B. Normal office hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- C. 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. If the Association plans to make a change in the hours, it shall notify the Union at least ten (10) 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 employee.
- D. An employee may request an adjustment in the employee's normal workday directly to the Executive Director. In the event that an agreement on the proposed change in the normal workday cannot be reached the employee will continue to work his/her normal workday.

ARTICLE 11. OVERTIME

Section 1 – Advance Notice

The employer shall make every effort to provide Associate Staff at least one (1) days' notice when it is necessary to work beyond the normal work day hours. Hourly employees will not be required to work beyond their normal hours, except to the extent required by the job description (ie; Rep Council).

Section 2--Approval of Overtime

All hours worked by Associate Staff in excess of forty (40) hours per week must be approved in advance by the Association.

Section 3 - Overtime Pay

Associate Staff whose work schedule exceeds thirty five (35) hours but are not in excess of forty (40) hours per week will be paid their regular hourly rate. Work assigned by the Association in excess of forty (40) hours per week shall be paid at one and a half (1.5) times the hourly rate.

Section 4 - Reporting of Overtime

Excess hours worked must be reported to the Association on the day they are worked or the following day.

Section 5 - Time Worked

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

ARTICLE 12. EXPECTATIONS AND EVALUATION

Section 1—Annual Meeting with Each Employee

The Executive Director shall hold an initial meeting with his/her employees to review assignments for the program year. This process may be repeated during the year 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 Executive Director to be appropriate to the successful completion of an employee's assignment. The employee has the right to ask the Executive Director to review the assignment when he/she believes he/she is involved in an unusual prolonged overload.

Section 2--Workload

The Association agrees to use its best efforts to equitably distribute workload and duties among staff in similar job categories.

Section 3—Evaluation and Performance Review

Employees will be evaluated based on their current job descriptions and the expectations of the Association as described in the annual employee meeting, as well as any relevant directives and documents (ie: the Membership 365 plan for Member Service Specialists).

- A. New employees shall be informed of the evaluation procedure within two (2) weeks after commencing employment.
- B. Evaluations will be based upon verified and documented knowledge of the employee's performance and upon the employee's job description.
- C. Evaluations are not subject to the grievance procedure. Employees may append a response to their evaluation in their personnel file.
- D. The employee shall be entitled to representation at any point in this process.
- 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.

Section 4 - Performance Review Process

When employee deficiencies are identified in the scope of an evaluation or during the course of the year, the following shall take place:

- A. A conference will be held between the employee and supervisor outlining the steps of the process and the identified deficiencies. Where deficiencies are identified during an evaluation, said meeting shall constitute the conference.
- B. Performance expectations and recommendations will be clearly stated and recorded.
- C. A program of assistance will be mutually developed.

ARTICLE 13. HOLIDAYS

Section 1 – The Association shall observe the following paid holidays:

- A. Dr. Martin Luther King, Jr.'s Birthday
- B. Spring Break
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Per CTA Board action (1997), CTA will always be closed on Veteran's Day.
- G. Thanksgiving Break (consistent with School District closure)
- H. Winter Break (consistent with School District closure)

Section 2 – Payment

Regular full-time employees shall be paid for the holidays enumerated in Section 1 above.

Section 3 - Payment When On Leave

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

If a professional employee is required to work on a holiday, he/she and the Executive Director may reschedule that holiday on a different workday. If an Associate staff member agrees to work on a holiday, he/she shall be compensated at the rate of one and a half (1.5) times his/her hourly rate for each hour worked.

Section 5 - Divergence from the Holiday Schedule

The Executive Director shall have the authority to permit employees divergence from the holiday schedule.

ARTICLE 14. DISCIPLINE

Section 1—Just Cause

The Association maintains the right to discharge any employee for just cause. Discipline may be taken based on misconduct, poor job performance, insubordination, or engaging in political activity defined as follows:

- A. Publicly endorsing or advocating any candidate for any Association office.
- B. Contributing funds or service toward the election of any candidate for any Association office.
- C. Deliberate public or work-related activity that discredits the Association or conflicts with Association policy.

Section 2 - Progressive Discipline

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/her work. The steps which will be followed in administering progressive discipline are as follows:

- A. Verbal reprimand.
- B. Written reprimand - The employee shall be informed in writing by the Executive Director to improve his/her performance in the specific area(s) in question. Where the reprimand is for job performance employee shall be given a specific time period of no less than ninety (90) days in which to improve his/her performance.
- C. Suspension without pay - An employee may be suspended without pay if the Executive Director determines that an employee's action or behavior has had or will have serious adverse implications for the Association.
- D. Dismissal - After a written warning and 90 days, an employee who does not improve his/her performance shall be notified by the Executive Director that his/her employment is being terminated.

Section 3 - Confidentiality

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 – Complaints

Whenever a complaint is registered against an employee that could lead to discipline, it shall be the policy to notify the employee of the complaint. The following information shall be provided to the employee:

- A. Name of complainant and/or school site from which complaints are emerging as available and appropriate.
- B. Description of allegation.
- C. Remedy requested, if any.

The Association may offer the aggrieved assistance in arranging a conference at a date and time acceptable to all parties.

Section 5 - Discharge

In accordance with Sections 1 and 2 above, discharge for just cause shall be according to the following procedure: The employee and HSO shall receive written notice of discharge setting forth the specific reasons therefore, along with references to deficiencies and efforts to correct same, where appropriate. The employee may be suspended with pay by his/her supervisor pending final determination by the Executive Director.

Section 6 - Rights to Appeal

Any disciplinary action taken against an employee shall be subject to appeal through the grievance procedure set forth in Article 32. 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 7 - Probationary Employees

The discharge of probationary employees shall not be subject to the grievance procedure.

ARTICLE 15. 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. In each case, an effective date of resignation shall be indicated.

ARTICLE 16. TERMINAL PAY AND DEATH BENEFITS

Section 1 - Terminal Pay

Upon leaving employment, employees shall be paid one-half (1/2) of their accumulated sick leave after ten (10) years of employment and be paid for all accumulated sick leave after twenty (20) years of employment. Terminal pay will be paid at the employee's daily rate of pay immediately prior to termination. Terminal pay will be calculated using a divisor of 260 to determine the daily rate of pay.

Section 2—Sick Leave Conversion

Employees shall have the option to convert unused sick leave into service credit under the NEA Retirement plan consistent with the parameters in the plan document. If an employee elects this option, he/she shall not be paid out as described in Section 1, above.

Section 3 - Death Benefits

If an employee's service is terminated by death, the Association shall pay to the employee's designated beneficiary all accrued benefits provided in these policies and procedures. These benefits shall include accrued salary, sick leave and retirement.

ARTICLE 17. SENIORITY

New hires' seniority date shall be calculated by the most recent 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 18. REORGANIZATION/REDUCTION IN FORCE

Section 1 - Association Rights

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 - Vacant Positions

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 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 - Job Categories

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

- A. Salaried (Professional); or
- B. Hourly (Associate)

Section 4 - Seniority

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.

- A. Written notice of a layoff will be given to an employee and to the Union at least six (6) weeks before the action is to become effective.
- B. 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 - Recall

When vacancies occur in the bargaining unit, laid off employees shall be recalled in seniority order within job classifications.

- A. Notice of recall shall be given by email 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.
- B. An employee who is placed in a position previously held by a less senior employee who has been laid off shall retain all of his/her accrued benefits and current salary.
- C. An employee who is laid off shall remain on the recall list for twelve (12) months after the effective date of his/her layoff unless he/she:
 - 1. waives his/her recall right in writing; or
 - 2. resigns; or
 - 3. fails to accept recall to the position that he/she has accepted within ten (10) business days after receipt of the notice of recall, unless such employee is sick or injured.

Section 6 - Severance Pay

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 HCTA	Amount of severance pay
2 years	4 weeks
3 years	5 weeks
4 years through 9 years	8 weeks
10 years and over	12 weeks

Payment shall be made in the next regular paycheck after the layoff becomes effective, provided that if the employee is recalled or otherwise resumes active employment with the Association, he/she shall pay 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.

Section 7 - Payment of Vacation Leave

An employee who has been laid off in accordance with this Article shall receive payment for all earned vacation leave.

Section 8 - Continuation of Insurance Benefits

In addition to the payment of accumulated leave, the employee shall be entitled to all insurance benefits provided for in Article 31 for a period of thirty (30) days. Beyond the thirty (30) days the affected employee(s) may continue his/her group health and life insurance under COBRA provisions or under the provisions of Article IV Section 8 Retirement.

ARTICLE 19. PERSONNEL FILES

Section 1 - Review of Employee Files

- 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. A sign out/in log will be maintained for both the employee and management to establish the record of access to the Personnel files.

Section 2 - Job Descriptions

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 HSO representative when changes are being made, although the employer reserves the full right to make changes as reasonable and necessary to effectively the run the organization.

Section 3 – Material

Any material regarding 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.

An employee shall have the right to file an answer to any material of the type indicated above which is included in his/her personnel file and such answer shall be attached to the file copy.

ARTICLE 20. STAFF AND PHYSICAL FACILITIES

Section 1 - Support

The Association shall provide salaried employees with secretarial and clerical assistance.

Section 2 - Facilities

The Association shall provide all staff with office equipment, technology, supplies and space to allow for the proper performance of their assigned functions.

ARTICLE 21. VACATION

Section 1 – Allocation

An employee, as of the effective date of this Agreement, shall be allotted vacation based upon longevity with the Association, at the rate specified below:

- A. Service of Three Years or Less - Vacation time for the first three (3) years of employment shall be allocated at the rate of ten (10) working days per year.
- B. Service of Four to Ten Years - Commencing with the start of the employee's fourth year of employment (based on the employee's anniversary date of employment), vacation time shall be allocated at the rate of fifteen (15) working days per year.
- C. Service Of Eleven Years Or More - Commencing with the start of the employee's eleventh year of employment (based on the employee's anniversary date of employment), vacation time shall be allocated at the rate of twenty (20) working days per year.

Section 2 - Accumulation Prohibition

Employees may not accumulate vacation time from year to year. However, employees shall be paid for up to five days of unused vacation time to be paid out during the month of June. Pay for unused vacation will be calculated using a divisor of 260 to determine the daily rate of pay.

Section 3 - Administration of Vacation Schedule

The Office Manager shall administer the vacation schedule.

Section 4 - Vacation during Paid Holidays

- A. If a paid holiday occurs while an employee is on vacation, the employee shall not be charged vacation for that day.
- B. If an employee becomes ill or injured during his/her vacation, 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 5 - Transfer of Vacation and Sick Leave Benefits

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

ARTICLE 22. SICK LEAVE

Section 1 - Accumulation of Sick Leave

Each employee shall be allocated twelve (12) sick leave days per year, commencing on July 1 of each year. The unused sick leave amount shall be cumulative up to a maximum of 90 days for the purpose of pay out.

Section 2 - Use of Sick Days

Sick leave is a distinct form of leave and shall not be used to augment vacation. An employee is required to notify the Association promptly upon the use of sick days. In circumstances where this is not possible, notice shall be given 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.

Section 3 - Sick Leave during a Paid Holiday

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 - Association Rights

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 such leave is available. If such leave is not available, the employee may, at his/her option, charge to any other available paid or unpaid leave.

ARTICLE 23. 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 24. LEAVE WITHOUT PAY

Section 1 - Maternity, Paternity or Adoption Leave

Maternity, paternity or adoption leave shall be provided to employees. With a physician's approval, the employee may continue to work as long as they can perform their work satisfactorily. After the baby's birth or adoption, the employee may have up to one hundred twenty (120) working days of maternity, paternity or adoption leave. The leave shall be without pay. The employee may use accumulated leave before and after the birth. All benefits remain intact and shall continue to be provided during the leave period.

Section 2 - Personal Leave without Pay

A personal leave of absence shall be granted, upon request, for a period of up to one (1) year. If the employee should need additional leave time, the Board of Directors may extend the leave based on the Executive Director's recommendation. The leave shall be without pay and benefits, but the employee may continue to receive health insurance provided they pay for the premium in advance.

ARTICLE 25. BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family, employees may be granted up to three (3) days of paid leave per fiscal year to facilitate attendance at the funeral. Funeral leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated. Other accumulated leave may be used to supplement funeral leave as necessary.

ARTICLE 26. MILITARY AND RESERVE DUTY LEAVE

Section 1 - Active Duty Leave

Military leave shall be granted, without pay and fringe benefits, for a period of up to five (5) years unless an emergency exists (during an emergency the time may be extended). Such service time shall count, upon return to employment with the Association, in the computation of salary, vacation time, sick leave, and fringe benefits.

Section 2 - Reserve Duty Leave

Leave for reserve duty with state or national units shall be granted with pay and full benefits not to exceed seventeen (17) days annually.

ARTICLE 27. EMPLOYEE PROTECTION

Section 1 - Financial Liability

The Association shall hold 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 – Limitations

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 – Incarceration

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 28. OUTSIDE ACTIVITIES

An Employee's personal life and outside activities are not subject to scrutiny by the Association unless their activities interfere with the duties of their job with the Association.

ARTICLE 29. UNION ACTIVITIES

Section 1 - Right to Organize

Every employee shall have the right to freely organize and support HSO 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 HSO, or for participation in any grievance, complaint or proceeding under this Agreement.

Section 2 - Dues Deductions

The Association shall deduct the regular periodic dues and assessments uniformly required of the members of HSO. Deductions shall be in a uniform manner, and shall be certified by the President of HSO as the official dues and assessments. The Association shall transmit the foregoing deductions to the treasurer of the Florida Staff Organization (FSO).

Section 3 - Notification to Union of Non-Payment of Dues

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 - Use of Association Space

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. HSO may provide a bulletin board(s) for its use in the lounge(s) of the Association headquarters.

Section 5 - Requests for Information

The Association shall supply the Union upon request with the information necessary for the Union to carry out its responsibility to bargain, administer and enforce this agreement.

- A. A copy of all employee insurance policies, if available, to the Association.
- B. New employees will be provided with forms necessary for insurance and union enrollment.

Section 6 – Negotiations

The HSO negotiating team, a maximum of three (3) 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 HSO and the Association agree to alternate times. Negotiating sessions shall be held in the HCTA office unless HSO and the Association agree to an alternate site.

Section 7 - Union Meetings

HSO shall have the right to call a meeting of its membership on Association time, in conjunction with staff meetings, or any other Association activity, provided that reasonable notice is given to the Executive Director and that HSO meetings do not conflict with any assigned duties of the unit members. HSO meetings on Association time are limited to no more than one(1) hour per month.

Section 8 - Release to Conduct Union Business

HSO will be allocated a maximum of Eight (8) days per year to be used for (1) attending affiliate conventions, (2) affiliate officers, (3) HSO officers and (4) HSO authorized representatives who are conducting Union business. Such days must be approved in advance by the Executive Director. No HSO member will be allotted more than three (3) consecutive days per year from the allocation provided in this section.

Section 9 - Right to Representation

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

Section 10 - Board Agenda

HSO may request to address the Association Executive Board upon written request to the Executive Director. The request shall be submitted to the Executive Director, in writing identifying the subject.

Section 11 - Bi-Annual Meetings

The Executive Director and the HSO President shall meet at least biannually to review and discuss Association policies, programs, labor relations and future plans/directions.

ARTICLE 30. EDUCATIONAL IMPROVEMENT

Section 1 - Change of Working Hours

With the advance written approval of the Executive Director, an employee may change his/her working hours in order to attend classes in approved educational institutions. Such change of hours shall not interrupt the normal operations of the Association.

Section 2 - Professional Development

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 Executive Director. Each HSO member shall be entitled to attend at least one training session of his/her choice each year consistent with the organizational vision, mission and values. The selection, timing and cost of training sessions and/or course work chosen by the employee shall be approved by the Executive Director, in accordance with Board policy.

Section 3 – Training for New Job Responsibilities

In any situation where the Association and the Union agree to additional job responsibilities for a given position or employee the Association will provide training for the employee and allow for a reasonable period of adjustment to the new responsibilities.

ARTICLE 31. INSURANCE

- A. Health Insurance - The Association shall be required to provide and bear the cost of a comprehensive health insurance program for each employee. The health insurance program shall make provisions for the employee to cover dependents at the employee's cost.
- B. Life Insurance - The Association shall be required to provide and bear the cost of a life insurance policy for each employee. The life insurance policy shall have a value or \$50,000 or the employee's annual salary, whichever is higher.
- C. AD&D Insurance - The Association shall be required to provide and bear the cost of an accidental death and dismemberment policy for each employee in the amount of one hundred thousand dollars (\$100,000.00).
- D. Dental Insurance - The Association shall be required to provide and bear the cost of dental insurance for each employee. Provisions will be made for the employee to cover dependents at the employee's cost.
- E. Short Term Disability - The Association shall be required to provide and bear the cost of a short term disability insurance policy for each employee.
- F. Long Term Disability - The Association shall be required to provide and bear the cost of a long term disability insurance policy for each employee.

ARTICLE 32. RETIREMENT

The Association shall participate in the NEA Retirement Plan as follows:

- A. The program shall be non-contributory for employees.
- B. Prior to September 1, 2009, the retirement formula will be based upon an employee's last 1- year average and a factor of 2.25 times the number of eligible years.
- C. For employees hired on or after September 1, 2009, the retirement formula will be based upon an employee's last 3 years and a factor of 2.00 times the number of eligible years.

ARTICLE 33. GRIEVANCE PROCEDURE

Section 1 – Definition

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. 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 – Process

A grievance shall be processed as follows and shall be filed on a form as illustrated in the Appendix Section of this Contract.

- A. The Union, acting on behalf of the employee or group of employees, shall deliver the grievance in writing to the Executive Director not later than ten (10) days after the employee(s) knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.
- B. Step 1
 1. Step 1 of the Grievance Procedure shall consist of a meeting among the employee(s), a Union representative, and the immediate supervisor to discuss the grievance with the objective of resolving it informally.
 2. Not later than five (5) working days after the conclusion of the Step 1 meeting, the immediate supervisor shall provide the employee(s) and the Union with his/her written answer.
- C. Step 2
 1. 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.
 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.
 3. Step 2 shall consist of a meeting among the employee, a Union representative, and the Executive Director. The Association or the Union may bring to the meeting any other person necessary to resolve the grievance.
 4. Not later than five (5) working days after the conclusion of the Step 2 meeting, the Executive Director shall provide the employee and the Union with his/her written answer.
 5. 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 evidence that it plans to offer in support thereof; and
- D. 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. Submission to arbitration shall consist of the filing of a written Demand for Arbitration with the American Arbitration Association with a copy to the Executive Director.

Section 3 – Arbitration

- 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.
- F. 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, provided that the arbitrator shall be empowered to award any remedy that he/she deems appropriate
- G. 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.
- H. Grievances may be consolidated for purposes of arbitration by mutual agreement of the Association and the Union.
- I. 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 – Timelines

- 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- Confidentiality

- A. Grievances shall be kept confidential. Confidentiality is a responsibility of all parties to the process.
- 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.

ARTICLE 34. STRIKES

Section 1 - Affiliates

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 – HSO

The HSO shall not engage in any strike during the term of this Agreement.

ARTICLE 35. MAINTENANCE OF STANDARDS

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.

ARTICLE 36. SAFE WORKPLACE

The Association agrees to provide a safe workplace for employees. The Union has the right to meet with the Executive Director or his/her designee to discuss the health and safety of any member of the unit.

ARTICLE 37. SEVERABILITY AND ENTIRE AGREEMENT

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.

This agreement shall constitute the full and complete agreement of the parties.

ARTICLE 38. DURATION

This agreement shall be effective July 1, 2016 through June 30, 2019.

The parties agree that during the term of the agreement, they may reopen discussions as to any relevant section of the agreement by mutual consent of the parties.

This Agreement is made and entered into on this _____ day of _____, 2016.

HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

BY _____, President

BY _____, Chief Negotiator

HILLSBOROUGH STAFF ORGANIZATION

BY _____, President

BY _____, Chief Negotiator

APPENDIX 1

HCTA/HSO Salary Schedule 2016-2019

	Associate A	Associate B	Professional A	Professional B
1.	24,000	28,000	42,000	60,000
2.	24,557	28,650	42,974	61,392
3.	25,127	29,314	43,971	62,816
4.	25,709	29,994	44,992	64,274
5.	26,306	30,690	46,035	65,765
6.	26,916	31,402	47,103	67,291
7.	27,541	32,131	48,196	68,852
8.	28,180	32,876	49,314	70,449
9.	28,833	33,639	50,458	72,083
10.	29,502	34,419	51,629	73,756
11.	30,187	35,218	52,827	75,467
12.	30,887	36,035	54,052	77,218
13.	31,604	36,871	55,306	79,009
14.	32,337	37,726	56,590	80,842
15.	33,087	38,602	57,902	82,718
16.	33,855	39,497	59,246	84,637
17.	34,640	40,414	60,620	86,600
18.	35,444	41,351	62,027	88,609
19.	36,266	42,310	63,466	90,665
20.	37,107	43,292	64,938	92,769

- Steps do not necessarily correspond with years of experience for the purpose of initial placement.
- Step movement will be automatic (7/1), assuming the employee receives a satisfactory evaluation.
- Upon ratification of this agreement, for all who qualify, retro payout for the 2015-2016 salary increase will be made before 6/30/2016.
- Upon ratification of this agreement, for those who qualify, new salary will go into effect 7/1/2016.

APPENDIX 2

Seniority List

APPENDIX 3

Official Grievance Form

Name(s): _____

Home Address: _____

Home Phone: _____ Office Phone: _____

A. Date Cause of Grievance Occurred: _____

B. Relates to Article(s): _____ of Contract of Policy: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

(Signature)

(Date)

E. Disposition of Immediate Supervisor: _____

(Signature)

(Date)

cc: FEA
Grievant