

APPENDIX III -- CLASSIFICATION PLAN AND POLICIES

A. COVERAGE

All AFSCME, Local 1184 bargaining unit positions shall be classified and paid according to the Non- Instructional Classification Plan, Policies, and Pay Schedules.

B. HIRING RATES

NORMAL HIRING RATES: The first step of each pay grade shall be considered the normal hiring rate for new employees. Under special circumstances, and with the approval of the Chief Personnel Officer for Human Resources, an employee may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled, but not higher than Step 5.

REPLACEMENT HIRES: All replacement hires normally will be made at the same pay grade level as the employee being replaced, provided job demands, responsibilities, and work content remain essentially unchanged. Where the responsibility or work content of a job is to be revised, the department supervisor shall advise Human Resources so that the position may be reevaluated for possible reclassification.

INTERIM APPOINTMENTS: Employees working in an under-classified status may not be given an increase in salary until such time as they become fully qualified for the position they are filling. Failure to do so within one year will result in the loss of the higher classification and it will be reduced to the level of the incumbent's attainment.

REHIRES: Former employees who are hired within two years after separation shall be placed on a step within the new pay grade determined by years of creditable service within the system. An employee who has been separated from the system for a period exceeding two years shall be treated as a new employee. A person may be rehired for a position in a different job family but should be hired on the same basis as a new employee.

HOURLY AND SUBSTITUTE EMPLOYEES: Applicants hired for work on classified jobs shall be paid in the following manner, provided they meet the eligibility requirements for the position:

| | SALARY SCHEDULE | GRADE | STEP |
|--------------------------------|----------------------------|--------------|-------------|
| 5727 Cafeteria Substitute | B-4 | Grade 10 | Step 1 |
| 5735 Substitute Lunchroom Aide | B-4 | Grade 10 | Step 1 |
| 8022 Substitute Bus Driver | U3 | | Step 4 |
| 5605 Hourly Custodian | B-4 | Grade 14 | Step 1 |

Such employees are not eligible for annual step increments, unless otherwise provided for in this agreement. When an employee is hired on a temporary, hourly, or substitute basis, a Request for Personnel Action (RPA) form must be initiated by the hiring department, stipulating the period of time for which the employee is to be hired and the reason for the temporary hire. When temporary employment exceeds the estimated period, supervising administrators/ department heads/principals are required to submit a memorandum to the Chief Personnel Officer for Human Resources justifying the need for extension of such employment.

MINIMUM WAGE COMPLIANCE: The School Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

C. ADVANCEMENT WITHIN PAY GRADES

1. This Section describes the method of using employee experience to determine placement on a salary schedule. Nothing herein shall be interpreted as entitling any employee to a raise or a specific salary. The value of a step or a schedule shall be set in negotiations. No employee shall be entitled to a compensation increase by application of this language. No employee's annual wage may be increased, except by written and ratified negotiated agreements.
2. Full-time permanent and part-time permanent employees will automatically advance one step each July until they reach the maximum of the pay grade to which they are assigned, provided their employment in a classified position commenced on or before March 31 of the current year.

D. TRANSFERS, PROMOTIONS, AND DEMOTIONS

All transfers, promotions, or demotions must be cleared and approved by the Executive Director for the Division of Non-Instructional Staffing. Employees transferring to a new position must notify their present supervisor two weeks prior to the effective date of the transfer. Every effort should be made to report to the new position at the beginning of the new pay period.

TRANSFERS: When an employee is transferred or reassigned to a position in the same pay grade, he/she will receive no salary increase.

PROMOTIONS OR UPGRADES: When an employee is promoted or assigned to a position which is classified in a higher pay grade, he/she will be given an increase to the first step of the new salary range, effective the start of the next pay period after Board approval.

When his/her current annual salary is already in excess of the first step, he/she will be placed on that step of the new grade that provides at least the equivalent of a one salary step increase (promoted bus drivers will be placed on that step of the new grade that provides an hourly rate that is at least the equivalent of a one step increase). If his/her salary is equal to or above the maximum of the range from the

position to which he/she is assigned, no change in salary shall be considered.

DEMOTIONS:

1. Unsatisfactory Performance - In the event an employee is demoted to a position in a lower pay grade, as the result of inability to perform satisfactorily in the higher grade, or is reassigned to a position in a lower pay grade at his/her own request, that employee shall be placed within the lower pay grade determined by the years of creditable service within the system. However, under no circumstances may an employee receive an increase in pay as a result of a demotion.
2. Reclassification of Job to a Lower Pay Grade - In the event a position is reclassified to a lower pay grade and the incumbent cannot be placed in a position of comparable pay grade, the individual's rate of pay shall remain the same, unless the current rate of pay is above the maximum of the new pay grade, in which instance the rate of pay shall be reduced to the maximum of the new pay grade.
3. Transfer to a Lower Pay Grade in Lieu of Layoff - In the event an employee is transferred to a position in a lower pay grade in lieu of layoff, the pay rate of the employee will be the rate step in the lower pay grade into which transferred corresponding to the rate step of the pay grade from which transferred.

E. JOB CLASSIFICATION

The Chief Personnel Officer for Human Resources shall be responsible for the day-to-day administration and management of the classification plan.

This authority shall include:

1. the administration of the rules and regulations governing this classification plan, Board Rules, administrative regulations, and provisions of the collective bargaining agreement pertaining to same;
2. the supervision of all activities pertaining to the management of the classification and compensation plans;
3. the classification of all new jobs;
4. the reclassification of existing jobs when necessitated by defined conditions;
5. the maintenance of current and accurate job descriptions for all approved jobs; and,
6. the surveying of all approved jobs to insure that each job is allocated to the proper job classification.

The parties agree to establish a joint committee of 10 representatives, five (5) from

Miami-Dade County Public Schools (M-DCPS) and five (5) from the AFSCME. The committee shall conduct a survey of AFSCME jobs to include compensatory and fringe benefits and job descriptions using comparative market available data. The survey shall be concluded by June 30, 2005.

The Chief Personnel Officer for Human Resources shall be the final authority for the classification or reclassification of approved jobs.

F. CLASSIFICATION OF NEW POSITIONS

1. All requests (Job Profile Support Personnel) for the establishment of positions new to the bargaining unit shall be submitted to the Division of Compensation Administration, Human Resources, for classification and evaluation.
2. No job shall be approved for funding or otherwise established until it has been classified and evaluated by Compensation Administration. Minimum qualifications and requirements may be submitted and will be used in the classification process.
3. The classification of a job will be based upon the nature and type of duties and responsibilities. As a guiding principle, those jobs which are sufficiently similar as to duties and responsibilities shall be allocated to the same class and treated the same for personnel and pay purposes.
4. The Compensation Administration Administrator may take into account such other pertinent factors as may exist when determining the classification and pay grade of a new position.
5. All proposals or requests to establish new positions shall be submitted to the bargaining unit for its review and comments.

G. JOB RECLASSIFICATION

1. A significant change in the duties and responsibilities of a job may necessitate reclassifying the job. Requests for job reclassification may originate from employees or supervisory personnel and shall be submitted to Compensation Administration.
2. The processing of Request for Reclassification shall not be delayed, deferred, or denied and shall not require the approval of the immediate supervisor or department head.
3. Upon receipt by Human Resources of the request for reclassification, Human Resources, within 90 working days, unless time is extended by mutual consent, shall render a decision.
4. An employee occupying a job that is reclassified and the classification is assigned to a higher pay grade shall meet the minimum qualification requirements, including minimum standard test or licensing requirements.

5. Reclassification requests will not be considered in the first half of the budget period (July 1 - December 31) and reclassifications denied may not be resubmitted in the same budget period. Where deemed appropriate, the Chief Personnel Officer for Human Resources is authorized to waive this Provision.
6. In reviewing Request for Reclassification, the Compensation Administration Administrator may recommend job, work unit, operational/structural, or staffing level changes as an alternative to job reclassification.
7. Salary increases for an employee whose job is reclassified and the classification is assigned to a higher pay grade shall be adjudicated in the same manner as salary increases for promotion.
8. In the event a job is reclassified and the classification is assigned to a lower pay grade and the incumbent cannot be placed in a job assigned to a comparable pay grade, the employee's rate of pay shall remain the same, unless the current rate of pay is above the maximum of the new grade. In which instance, the rate of pay shall be reduced to the maximum of the new grade.
9. Where a position is reclassified to a higher pay grade and the incumbent does not meet the M-DCPS requirements for the higher pay grade, the position shall be considered open and shall be advertised as a job vacancy. Incumbent not meeting the requirements will have 60 working days from the effective date of the reclassification to meet the job requirements. He/she may be placed in a position substantially equivalent to the one held prior to the reclassification.

H. PAY GRADE ADJUSTMENT

The Compensation Administration Administrator with the concurrence of the Chief Personnel Officer for Human Resources may adjust the pay grade of a job in the bargaining unit to achieve a greater degree of equity in the grade relationship of jobs in the bargaining unit. In the event the pay grade of a position is so adjusted, the employee's rate of pay shall remain the same, unless the current rate of pay is less than step one of the new grade, in which case, the rate of pay shall be adjusted to step one of the new grade. Prior to implementation of a paygrade adjustment of any job or class of jobs, the bargaining unit will be notified for its review and comment.

I. CLASSIFICATION APPEAL

1. Whenever an employee has just cause to question a reclassification decision, the employee may, within 20 working days, request, in writing, a review of the decision.
2. Such a request shall be forwarded to the Chief Personnel Officer for Human Resources by the employee.
3. The Chief Personnel Officer for Human Resources or designee shall

schedule an appeal conference and the employee shall be so notified, in writing, of the conference within 20 days of receipt of appeal request.

4. At said conference, the employee may be accompanied by a representative of the Union and may produce any documents and evidence to support the claim for reclassification.
5. The Chief Personnel Officer for Human Resources or designee shall render the decision and notify employee, in writing, within 20 working days.
6. The decision of the Chief Personnel Officer for Human Resources shall be final and shall not be subjected to grievance procedures, litigation, or review process.

J. STANDARD WORK WEEK

The standard work week has been established by The School Board of Miami-Dade County, Florida as follows:

40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

K. SCHEDULED OVERTIME PAY

All full-time, non-instructional employees, other than certain executive, administrative, and professional personnel, are considered non-exempt employees.

Non-exempt employees are entitled to overtime pay at one and one-half their regular rate.

Overtime distribution lists shall be established to provide for distribution of available overtime, as equitably as possible, to qualified employees affected in their groups at the geographic work locations. Employees refusing overtime shall be charged with the number of overtime hours refused. Overtime lists shall be maintained by the work location designated steward, who will be allowed a reasonable amount of time during working hours for this purpose.

Employees charged with unauthorized absence in a given work week shall not be eligible for overtime for the remainder of that work week (including Saturday and Sunday). The overtime list shall be maintained and reviewed annually consistent with the work year. Employees on authorized absences shall not be denied overtime and shall retain their positions on the scheduled overtime distribution list.

L. EXTRA-TIME PAY FOR SCHOOL BUS DRIVERS

1. Permanent school bus drivers shall be guaranteed a daily task assignment of at least six hours per day and shall be paid at their regular rate for all hours which they are required to work beyond their regular daily task assignment, up to an aggregate maximum of 40 hours per week. A daily task assignment guarantee of five hours applies to summer school.

- a) Substitute bus drivers are excluded from the guaranteed task assignment. However, they shall be paid for all hours on a route they are assigned when replacing a permanent bus driver.
- b) The regular daily task assignment includes: assigned route time; allowance of 10 minutes in the a.m. and five minutes in the p.m. for walk-around inspection; and daily allowance of 24 minutes for refueling, clerical tasks, and delivery of assigned vehicles to inspection stations or to garages for maintenance. Employees shall be paid actual time for inservice training.

After attainment of the regular daily task assignment, the bus driver will be paid for breakdown time.

The parties agree that M-DCPS may pilot an Automated Fueling System during the term of this Agreement. Prior to implementation, M-DCPS shall provide the Union information regarding the nature, scope, and duration of the pilot project.

- c) Employees charged with unauthorized absence in a given work week shall not be eligible for overtime for the remainder of that work week (including Saturday and Sunday). The overtime list shall be maintained and reviewed monthly with a Union designee(s) consistent with the work year. Employees on authorized absences shall not be denied overtime and shall retain their positions on the scheduled overtime distribution list.

Extra-time distribution lists shall be established to provide for distribution of available extra-time on the basis of seniority in rotation in their groups at the geographic work locations. The extra-time list shall be maintained and reviewed monthly with Union designees consistent with the work year.

2. Field Trip Assignments - Field trip rotation assignments will be posted at each Transportation terminal.

- a. School bus drivers are required to make all assigned field trips. In cases of illness or emergencies that prevent a driver from making a trip, the bus driver will be responsible for notifying the designated administrative supervisor on the appropriate form. The administrator will reassign the trip in order of seniority on the rotation roster, based on the scheduling of the trip and the driver's availability to perform the field trip. If the next two drivers on the rotation rosters are unavailable, the supervising administrator shall document his/her actions and shall assign the trip to an available driver, using substitute drivers (8022, job code) only in an urgent situation.

Assignment of field trips will be made as follows:

- 1) During the bidding process, drivers will have the opportunity to sign-up or decline field trip assignments. Prior to the beginning of the school year, the final field trip roster (by seniority) will be posted and a copy sent to the Union.
- 2) All field trips shall be assigned from the field trip roster by seniority on a rotation basis. Drivers who do not accept a trip will be skipped in rotation and not offered another trip until their name comes up again on the field trip roster. Acceptance of emergency trips shall not be held against the driver on the seniority rotation.
- b) The supervisor or designee at each terminal will be responsible for posting rosters of bus drivers and indicating the field trips assigned and declined. Each bus driver will be responsible for checking the roster and assuring that they are aware and available for the assignment or for prior notification of the supervisor or designee of their non-availability on the appropriate form.
- c) School bus drivers who are assigned field trips shall be compensated for travel time from compound to compound.
3. School Bus Driver and Bus Aide work assignments in support of Saturday Academies and Saturday High School Competency Testing (HSCT) will be administered, pursuant to the Department of Transportation Administrative Directives No. 94-954 and 94-956. All other bargaining unit members required to work in support of Saturday Academies and HSC Testing shall be assigned and compensated, pursuant to the applicable provisions of this Agreement.
4. Route Assignment Process for School Bus Aides

The Board and Union agree that the following procedures shall be utilized in determining the route assignment of Bus Aides:

- a. Route Viewing

The viewing of available routes by bus aides shall occur prior to the school year opening. This process will take place concurrent with driver route viewing.

- b. Route Selection

School bus aides will be allowed to bid on routes by seniority. Circumstances may preclude the assignment to specific routes as determined by the site administrator and pursuant to State Board Rule 6A-3.0121.

- c. No preference

Aides who do not exercise their seniority rights will be assigned to a route based upon operational requirements.

d. Summer School

The process outlined in this Section shall not be in effect for the summer session.

M. TRANSPORTATION

A joint committee will be established to discuss issues related to transportation.

N. SUMMER EMPLOYMENT FOR NON-INSTRUCTIONAL PERSONNEL REGULARLY EMPLOYED ON A LESS THAN 12-MONTH BASIS

Non-instructional employees who regularly work on a 10-month or lesser basis, and who file applications for summer employment prior to the end of April shall, all things being equal, be given priority consideration on temporary summer job openings for which they qualify.

No guarantee can be made that every such applicant for summer assignment will be employed. Every effort shall, however, be made to offer work opportunities equitably, within the limits of geographic availability and the skills and abilities of applicants for summer employment.

Effective Summer 2001, salaries for such additional summer employment shall be at the regular rate of pay received during the preceding school year when the summer job assignment is on the same salary schedule. Employees on temporary summer assignments will work the same hours and days as other employees at the work locations to which they are assigned.

Other than sick leave or military leave, in accordance with Board policy, no leave of absence with pay will be approved.

O. FOOD SERVICE MANAGER CLASSIFICATIONS

1. Food Service Manager levels are based on a combination of education and meal participation factors, plus completion of the Food Service Manager Intern Training Program as follows:

| Job Title | Pay Grade | Education | Meal Participation** |
|--------------------------|-----------|----------------|----------------------|
| Food Service Manager I | 24 | H.S. + 6 Hrs. | 300 - 850 |
| Food Service Manager II | 27 | H.S. + 21 Hrs. | 851-1600 |
| Food Service Manager III | 30 | H.S. + 33 Hrs. | 1601+ |

(a) Manager levels will be based on the current year's average meal participation determined as of the fall FTE count. Resultant changes in the manager levels will be effective as of the first pay period

following the Fall FTE count. Manager positions will be downgraded to the next lower level if the average meal participation decreases two participation levels.

** Schools with less than a daily average of 300 meal participations may be allocated a satellite assistant position.

(b) Schools serving satellite operations will be allocated Food Service Manager positions at the level determined by the combined average meal participation of the regular school food service program and the satellite operation(s).

2. Increases or decreases in satellite operations which result in Food Service Manager levels changing will be effective beginning the first pay period following the effective date of the satellite operation change.
3. Where no previous history exists, such as a new school, or change in school day, the Department of Food and Nutrition will estimate the meal participation factor which will be used to determine the level of Food Service Manager classification to be assigned to said school.
4. Food Service Managers who are unassigned or who are classified at a level above that authorized at the work location will be given priority consideration for assignment to any vacant position, for which they qualify, before being downgraded to a lower position.
5. Food Service Managers who have been downgraded due to decreases in average meal participation will be given priority consideration over new hires for positions that become vacant.
6. Food Service Managers, Assistants to Food Service Managers, Satellite Assistants, and Food Service Resource Specialists who receive official certification from the American School Food Service Association shall be entitled to a salary supplement in the amount of \$75. Such benefit shall not be retroactive but is effective from the date which Human Resources receives official documentation regarding such certification and shall be paid in a lump sum by June 30.

P. SPECIAL EVENTS PAY FOR SCHOOL FOOD SERVICE PERSONNEL

1. School food service employees assigned to activities not related to the regular operation of the school food service program shall be reimbursed at one and one-half their regular hourly rates of pay for work performed at such special functions.
2. Food Service Managers and Satellite Assistants at designated hurricane shelters shall receive an annual supplement of \$100 to be paid in a lump sum on or before December 1 to eligible employees who were in active employment from September through November. If required to open the

kitchen due to a storm, Food Service Managers and Satellite Assistants shall receive an additional \$100 supplement, which will be provided over and above any payment by the American Red Cross.

Q. FOOD AND NUTRITION PERSONNEL

Permanent part-time school food and nutrition personnel shall be employed for no less than three (3) hours per work production day unless fewer hours are requested by the employee. Effective with the 2001-2002 school year, Food and Nutrition personnel working at closed campus high schools shall be employed for no less than four (4) hours per work day unless fewer hours are requested by the employee.

The parties agree to establish a joint committee to study the cost effectiveness and efficiency of food service personnel and procedures. Such review shall identify performance incentives that may be considered in future negotiations.

R. RETIREMENT AND SOCIAL SECURITY

Unless specifically exempt under the Rules and Regulations, Florida Retirement System, all full-time/part-time personnel employed by The School Board of Miami-Dade County, Florida must participate in Social Security and the Florida Retirement Program.

S. CUSTODIAL SERVICES

The following guidelines and procedures will be implemented regarding the organization and provision of custodial services.

1. SUPERVISION

- a. The site administrator (e.g., principal) shall have overall responsibility and supervisory authority for all custodial activities and resultant facility condition.
- b. The principal's responsibility in this area is typically and properly delegated to the site Head Custodian (or, in a few very large facilities, to a Plant Foreman). The Head Custodian (or Plant Foreman) shall be responsible for all custodial activities on all shifts.
- c. Custodians who lead other custodial workers in a group or team shall be designated as Lead Custodians. Lead Custodians would be limited to one per shift, per site. Where a single custodian is assigned to a shift and is responsible for closing and securing the facility at the end of that shift, that custodian would also be designated as a Lead Custodian.
- d. Master Custodians will have no direct supervisory authority over site custodians or Head Custodians. Such employees would provide peer assistance, guidance, training, and inspection services. Master Custodians will report to an appropriate administrator in the

Department of Plant Operations. Other Master Custodians will be responsible for teams conducting annual, concentrated operations and maintenance cleaning related to asbestos abatement and other special cleaning projects.

2. STAFFING

Full-time custodial positions which are determined to be "overallocated," as a result of the application of the custodial allocation formula at individual work sites, shall be eliminated only through natural attrition, voluntary transfers, or lateral transfers by seniority after each site review has been verified and after each school to be affected has received prescribed training and support.

3. CAREER LADDER

The custodial career ladder shall include criteria/guidelines, as outlined below:

| Job Classification | Eligibility Criteria Codes |
|--------------------|----------------------------|
| Site Custodian | A |
| Lead Custodian | A, B, C, D |
| Head Custodian | A, B, C, D |
| Plant Foreman | A, B, C, D |
| Master Custodian | A, B, C, D, E |

Criteria

- A. Basic Custodial Training completion (Plant Operations)
- B. State Custodian Certification (Vocational/Technical)
- C. Custodial Leadership Training completion (Plant Operations)
- D. State Master Custodian Certification (Vocational/Technical)
- E. Master Custodian Training completion (Plant Operations)

4. TRAINING

The training and certification program outlined below is incorporated as a fundamental part of the proposed career ladder, as described in Section 3 above:

a. Site Custodian

- (1) Works at a school or facility site and receives OJT in addition to M-DCPS Basic Custodial Training during working hours. Employees who have successfully completed the State Custodian Certification Program are eligible for priority consideration to open site custodian positions.
- (2) State Custodian Certification Program will be available to site

custodians during off-duty hours at M-DCPS Vocational Center(s) at no cost to such employees.

- (3) M-DCPS Custodial Leadership training will be available to site custodians during working hours through Plant Operations.
- (4) Upon satisfactory completion of Criteria A through D, site custodians will become eligible for promotion to Lead/Head Custodian or Plant Foreman.
- (5) State Master Custodian Certification Program will be available to site custodians during off-duty hours at M-DCPS Vocational Center(s) at no cost to such employees. Custodians who successfully complete such certification will be eligible for a pay supplement.

b. Lead/Head Custodian or Plant Foreman

- (1) This is a leadership position at a school or facility site.
- (2) State Custodian and State Master Custodian Certification Programs will be available and required for promotion to one of these positions.
- (3) M-DCPS Master Custodian training will be available during working hours through Plant Operations.
- (4) Lead/Head Custodians who successfully complete the M-DCPS Master Custodian training will be eligible for promotion to Master Custodian.

c. Master Custodian

- (1) This is an inspection/leadership position.
- (2) M-DCPS Custodial Manager training (based on State Custodian Trainer Certification criteria) will be available to Master Custodians during working hours through Plant Operations.
- (3) Master Custodians who satisfactorily complete Number 2 above will become eligible for promotion to Custodial Manager (a M-DCPS managerial position).

T. SALARY AND SALARY SCHEDULES

1. Eligible bargaining unit members will have their salaries adjusted as follows:
 - a. Employees on the B4 Salary Schedule:

Effective July 1, 2005, eligible bargaining unit members shall advance one step.

b. Employees on the B5 Salary Schedule:

Effective July 1, 2005, eligible bargaining unit members shall advance one step.

c. Employees on the U3 Salary Schedule:

Effective July 1, 2005, eligible bargaining unit members shall advance one step and the Salary Schedule shall be increased by one percent (1%).

d. A new top step shall be created which exceeds the top step of the 2004-2005 enhanced B4, B5 and U3 Salary Schedules by \$900 for 10 month employees and \$1,080 for 12 month employees. Those eligible employees who were on the top step of the B4, B5 and U3 Salary Schedules on June 30, 2005 shall advance to the new top step effective July 1, 2005.

e. For the 2005-2006 fiscal year, hourly and substitute employees, as defined in Appendix III, Section B, on the B4 and U3 Salary Schedules hired on or before March 31, 2004 shall advance one step effective July 1, 2005.

2. Only employees in an active pay status as of the date of School Board ratification shall be entitled to any retroactive adjustments resulting from this Agreement.