

## ARTICLE I -- RECOGNITION

### SECTION A

The District School Board of Pasco County, hereinafter called the "Board," recognizes the United School Employees of Pasco, hereinafter called the "Union," as the exclusive bargaining representative for all School Related Personnel (SRP) in the school district known and designated as Pasco County School District. In this Agreement, SRP shall be defined as those employees included in the noninstructional, school related personnel unit as certified by the Public Employees Relations Commission on September 21, 1987 (Case No. RC-87-020).

As defined above, this would mutually amend the School Related Personnel listed as included and exclude those listed as excluded by the Public Employees Relations Commission (PERC) in the September 21, 1987, Order of Certification.

### SECTION B

When a new job description/position title is approved by the Board, the Union will have the right to request in writing that the position be included or excluded from the bargaining unit, stating the reasons for said inclusion or exclusion. The Superintendent shall respond within ten (10) working days. If the Union request is denied, the Superintendent shall state in writing the reasons for rejection in his/her response. In the event of a disagreement on the issue of any specific job description/position title, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion or exclusion in the bargaining unit receive all rights granted under this Agreement from the time of initial placement.

### SECTION C

The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his/her designee.

### END OF ARTICLE I

## ARTICLE II - DEFINITIONS

### SECTION A

The term School Related Personnel shall refer to personnel named as such in Article I, Section A, of this Agreement and all other personnel who may be included as members of the bargaining unit under the provisions of Article I, Section B, of this Agreement.

### SECTION B

The term Union or USEP shall refer to the United School Employees of Pasco and all duly authorized representatives thereof.

### SECTION C

The term day shall refer to the working day for SRP.

### SECTION D

The term district shall refer to the school district of Pasco County.

### SECTION E

The term Board shall refer to the District School Board of Pasco County.

### SECTION F

The term Superintendent shall refer to the Superintendent of Schools of Pasco County or his/her designee.

### SECTION G

The term worksite supervisor shall refer to the principal of any school or the head of any district office department or his/her designee(s).

### SECTION H

The term worksite shall mean any school or district office department and shall include all buildings on the worksite and shall include any work location to which SRP are assigned to carry out their responsibilities and which is under the jurisdiction of the District School Board of Pasco County.

**SECTION I**

The term building shall refer to each individual building on the worksite.

**SECTION J**

The term Agreement shall mean the full and complete agreements between the Union and the Board, duly ratified and signed as set forth in this document.

**SECTION K**

The term year shall refer to the school fiscal year.

**SECTION L**

The term Union Representative or USEP Representative shall refer to a duly authorized agent of the Union.

**SECTION M**

The term cost center shall mean any functional group or division or school that receives moneys allocated by the Board.

**SECTION N**

The term student day(s) shall mean the day(s) and hours set for students to attend school.

**SECTION O**

The term SRP shall refer to School Related Personnel.

**SECTION P**

The term Union President or USEP President shall refer to the President of the United School Employees of Pasco or his/her designee.

**END OF ARTICLE II**

**ARTICLE III -- UNION RIGHTS**

**SECTION A - IMPLEMENTATION**

1. The Board shall make available to the Union any and all public information, statistics, and records concerning the school district which the Union may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement. The word "public" as used in this section shall refer to any documents, reports, statistics, studies, and other such information in the form in which they are regularly kept. Materials prepared in multiple form for distribution to the public and/or media shall be provided at no cost to the Union, if requested. If additional information is requested by the Union and said material does not exist in multiple form, the Union shall pay for the actual cost of duplication of such material not to exceed fifteen (15) cents per sheet.
2. SRP shall be appointed to districtwide committees, councils, or other advisory groups by the Superintendent who shall select from a list of bargaining unit members recommended by plurality vote of the SRP at each worksite in an election conducted jointly by the worksite supervisor and the SRP building representative. The list presented to the Superintendent shall contain at least two (2) times as many names as the places to be filled. Final recommendations of committees on which SRP serve shall not be construed as substitutes for negotiated agreements.
3. Elected representatives of the Transportation Safe Driver Plan Committee shall be nominated and elected by employees covered by the Plan at each location (East, West, Northwest, Central, and Zephyrhills) by an election conducted jointly by the worksite supervisor and the SRP building representative. The employee who receives the plurality of the votes cast shall be declared elected.
4. Appointed SRP to the Food and Nutrition Services Program Committee shall be selected by the Board and the Union, with an equal number of voting members appointed by each. In addition, the committee shall be chaired by an administrator with voting power, and shall be authorized to evaluate the district Food and Nutrition Services program in order to make recommendations to improve operations and to increase efficiency.
5. The worksite supervisor shall meet at mutually agreed times during the year with representatives of the Union, at the request of the Union, to discuss questions and problems as well as matters relating to the implementation of this Agreement. Such meetings shall not be construed to replace the grievance procedure for any matter normally the subject of a grievance.

6. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said material shall be sent to the Union office at the same time they are sent to the Board members.
7. Duly authorized representatives of the Union may visit worksites to investigate employee complaints and/or communicate with SRP. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. If the worksite supervisor does not approve the representatives' visit at that particular time, he/she will explain the reason to the representatives, and the Union representatives will not continue the visit until a mutually agreed upon time can be determined. Such visits shall not interrupt normal work responsibilities.
8. Whenever SRP are scheduled by the Board or its agents to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay or benefits.
9. Each year upon reaching a tentative agreement in negotiations and prior to ratification, a district meeting shall be conducted by USEP for union representatives during the workday for the purpose of explanation of the tentative agreement and contract ratification procedures. Each worksite shall be allowed to send one (1) representative selected by the USEP President. The representatives attending the district meeting shall be granted one-half (1/2) day release time and shall suffer no loss in pay. The cost of any substitutes shall be paid for by the Board. For those SRP who are eligible for any approved attendance incentive, such release time shall not be counted against him/her.
10. A roster of all SRP assigned to a school or district office department shall be provided to the Union worksite representative by the principal or district office department head by September 10, and revised rosters shall be provided when issued. Each member of the bargaining unit will receive a directory of all personnel by November 15 of each school year. This directory shall contain an alphabetical list of all employees as well as a list of employees by school and district office department. Copies of this directory shall not be provided by the Board or Union to any outside parties for commercial or solicitation purposes.
11. Following ratification, copies of all agreements and addenda thereto between the parties shall be distributed to the worksite by the Union and the Board. The Union will distribute a copy to each employee covered by this Agreement. After the distribution, the Union will make every effort to distribute this Agreement to SRP hired after each year's initial distribution within twenty (20) working days of the date the SRP is approved by the Board. The Board and the Union will mutually arrange for the printing of the Agreement. The Board shall contribute one-half (1/2) the cost of printing copies of the Agreement. The parties will mutually agree to the specified number of copies and to the size, format, and cost of the copies.
12. The Board shall grant leave without pay to the Union President and up to three (3) SRP designated by the Union for the purpose of engaging in Union activities. The leaves shall count toward accruing seniority and Pasco continuous service. The SRP on leave may participate in all group fringe benefit plans provided by the Board by making their own and the Board's regular contribution to all benefits requiring such contribution. The leaves of absence shall be for a period of up to one (1) year at a time except for the President's leave which shall be for the term of office and automatically be renewed each year. At the conclusion of the President's leave, he/she shall be returned to the position held at the commencement of the leave if such position exists. Other SRP on Union leave shall be returned to the position held at the commencement of such leave if such position exists after the first year of Union leave. If the Union leave extends beyond the first year, the SRP shall be returned to a position of the same job title he/she held at the commencement of his/her leave if such a position exists and is available or a similar position for which he/she is qualified in the opinion of the Superintendent if such a position exists and is available.
13. The Board will allow Union representatives time off to attend local, state, or national workshops, conferences, conventions, and other related activities for up to fifteen (15) days per school year. Further, the Board agrees that fifty (50) additional days may be granted. If granted, the Union shall reimburse the District for the full cost of the required substitute(s). However, if substitutes are not used, the Union will not be charged.
14. Up to ten (10) SRP shall be granted Union Leave to attend the Florida Education Association's (FEA's) Convention or the FEA Leadership Conference each year. The Board shall pay the cost of the required

substitutes for such SRP. Such Union leave shall be in addition to the leave days authorized under paragraph 12 above.

15. Temporary duty shall be granted for SRP to attend Board-approved, USEP-sponsored staff development on districtwide staff development days with prior approval of the worksite supervisor. SRP will not be released on districtwide staff development days to attend USEP-sponsored staff development when it conflicts with a required staff development activity scheduled by the worksite supervisor.

#### **SECTION B - PAYROLL DEDUCTIONS**

1. Upon authorization by any SRP, the Board agrees to deduct at no cost to the SRP the amount of dues certified by the Union as the amount required and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving the signed authorization form attached as Appendix A of this Agreement.
  - a) All funds collected by the Board as a result of dues deductions shall be remitted by the Board to the Union within ten (10) days of the deduction.
  - b) Dues deductions shall be continuous from year to year so long as the employee organization remains the certified bargaining agent for the unit.
  - c) Authorizations are revocable by the employees with thirty (30) days written notice to both the Board and the Union.
2. The Board shall supply to the Union a list of those SRP from whom said payroll deductions have been made after each pay period.
3. The Union shall indemnify and save the Board harmless from any and all claims, demands, suits, and causes of action of any kind whatsoever arising from Board actions to comply with the provisions of this section.

#### **SECTION C - USE OF FACILITIES**

1. The Union may use district facilities for meetings upon prior approval of the school principal or district office department head. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. At each worksite, for a maximum of five (5) times per year, a meeting called by the Union for that worksite's SRP may be scheduled during fifteen (15) minutes of the SRP workday provided that such a schedule does not interfere with services provided to students. Further, two (2) additional meetings not to exceed two (2) hours each may be held during the working day for the purpose of contract explanation and/or ratification.
2. The Union shall have the right to conduct regularly scheduled Building Representative Council meetings in worksite facilities after the normal working day.
3. The Union may use building facilities for countywide or area meetings upon prior approval of the worksite supervisor. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. These meetings are to be conducted after the working day of SRP is completed.
4. The Union may be charged the customary fee for custodial services made necessary by use described in paragraphs 2 and 3 above.
5. The Union shall have the right to use the school mailboxes and electronic network for the purpose of communicating with SRP. The electronic network shall not be used for internal or external political activities.
6. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards specifically assigned exclusively for use by the Union. The worksite supervisor shall designate space for a Union bulletin board in each employee lounge, in the kitchen area, and in the custodial office area. The Union will provide bulletin boards at its own expense. Bulletin boards shall be at least twelve (12) square feet in size unless another size is mutually agreed upon.
7. The Union shall receive written notice on or before August 1 of any districtwide orientation meeting for incoming SRP, if requested. Further, the Union shall be given a place on the agenda of any districtwide orientation meeting for incoming SRP, if requested. Should a worksite have an orientation meeting for new SRP, the worksite Union representative shall be introduced by the worksite supervisor, upon request. The Board will provide the Union with a list of newly hired SRP within seven (7) days of the SRP's appointment by the Board.

#### **END OF ARTICLE III**

## **ARTICLE IV -- FAIR PRACTICES**

### **SECTION A**

1. The Board and the Union recognize the right of all SRP to organize, join, and support the Union (including, but not limited to, the displaying of union materials, buttons, pins, apparel, etc.) or refrain from organizing, joining, and supporting the Union. Any such item will be consistent with school and/or district attire and rules. In addition, the Board and the Union agree that they will not directly or indirectly discourage, deprive, or coerce any SRP in the enjoyment of any rights conferred by this Agreement.
2. Further, the Board and the Union, including their agents, mutually agree not to discriminate against any SRP in regard to any of the rights, guarantees, or privileges afforded SRP under the terms of this Agreement.
3. The Board and the Union agree that there shall be no discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, marital status, disability, or handicap with regard to employment. Allegations of discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, marital status, disability, or handicap shall not be subject to the grievance procedure contained in this Agreement. Any SRP who believes that he/she has been discriminated against may file a complaint with the appropriate state agency, federal agency, and/or the district equity coordinator.

### **SECTION B**

Nothing contained herein shall be construed to deny or restrict rights to any SRP that he/she may have under Florida law or other applicable laws and regulations.

### **END OF ARTICLE IV**

## **ARTICLE V--SENIORITY**

### **SECTION A**

1. Seniority shall be the length of continuous service of an SRP in the school system. Continuous service shall be determined in reference to unbroken service in the district with each year in which an SRP has been in a paid duty status for at least (1) day more than one-half (1/2) of the normal work year for the position counted as one (1) year of service. If an SRP takes ten (10) or more successive days of unpaid leave, these days shall be deducted from the normal work year, and if this deduction reduces the normal year to less than one (1) day more than one-half (1/2) the normal work year for the position, the year shall not be counted.
2. Seniority shall be one of the factors considered when making work assignments, when assigning overtime, and when decreasing hours within an area of assignment at a worksite. However, at an alternative school for disruptive students, cost effectiveness and efficiency and the needs of students shall be among the factors considered when making work assignments. In instances in which work assignments can be made in which students' needs are met and cost effectiveness and efficiency are not adversely affected, seniority shall be considered in making the work assignments.
3. If it becomes necessary to establish precedence among SRP with the same seniority, the beginning date of continuous service shall be used. Leave duly authorized and granted in accordance with provisions of this Agreement shall not constitute a break in service.

### **SECTION B**

The first week of each month, the Board shall provide seniority data to the Union. The data will contain job classification of the names of all SRP employed in the district and total number of years of continuous service in the district as determined by the District School Board of Pasco County. Seniority lists may be posted on the Union bulletin board at each worksite. The Union shall provide the district with a computer and a peripheral storage device to transmit the data.

### **END OF ARTICLE V**

## **ARTICLE VI -- GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS**

1. A grievance is a complaint by an SRP or by a group of SRP that there has been a violation, misinterpretation, or misapplication of this Agreement and shall be subject to settlement under all provisions of this article except as otherwise provided.
2. When a complaint arises alleging that: (a) a policy or practice is improper or unfair or (b) there has been a deviation from or a misinterpretation or misapplication of a practice or policy or (c) there has been unfair or

inequitable treatment by reason of an act or condition contrary to existing policy or practice, such complaint shall be subject to settlement under all provisions of this article excluding Steps Four and Five.

## **SECTION B - GENERAL APPLICATION**

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf.
2. The Union has the right to represent the SRP at any level of the procedure. However, the employee shall have the right to be represented by legal counsel or any person(s) he/she deems necessary at any step of this procedure.
3. A grievance shall be first filed at the level where the alleged action(s) occurred that led to the filing of the grievance and processed in accordance with all subsequent steps thereafter as outlined in this article.
4. No decision or adjustment of an agreement shall be contrary to any provision of this Agreement existing between the parties hereto.
5. The Union shall have the right to be present at all meetings after Step One regarding a grievance regardless of the party filing the grievance.
6. Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.
7. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the grievant's normal work year, the time limits set forth herein shall be reduced to the extent possible so that Steps One to Three of the procedure may be completed prior to the end of the grievant's normal work year.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. No entry of any kind concerning the participation of an SRP in a grievance shall be entered into his/her personnel file.
9. All parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
10. Whenever meetings for resolving grievances are scheduled during the working day of the grievant, the Union representative and/or grievant will be granted released time without loss of pay or benefits.
11. Time limits specified in this article may be extended at any time by mutual agreement in writing.
12. No member of the bargaining unit shall be represented by another employee organization.

## **SECTION C - PROCEDURE**

**Step One:** Any member of the bargaining unit who feels he/she has a grievance may first discuss the grievance with the worksite supervisor or designee, either directly or accompanied by the Union representative, with the object of solving the matter informally.

**Step Two:** In the event that the matter is not resolved informally, the formal grievance stated in writing may be submitted to the worksite supervisor, the Union, and the Superintendent, with one (1) copy for the grievant. A formal grievance shall be filed as soon as possible after the action giving rise to the grievance but not later than twenty (20) days after the grievant knew or could reasonably have been expected to know of the occurrence giving rise to the grievance.

- a) Within five (5) days after the receipt of the formal grievance, the worksite supervisor shall hold a formal hearing on the grievance.
- b) The grievant and the Union representative shall be given at least one (1) day's written notice of the hearing. Said notice shall contain the time and place of such hearing.
- c) Within five (5) days after the hearing, the worksite supervisor shall communicate his/her decision in writing together with supporting reasons.
- d) The worksite supervisor shall furnish one (1) copy to the grievant and one (1) additional copy to the Union representative.

**Step Three:** If the grievance is not resolved satisfactorily, the grievant and/or Union may appeal within five (5) days to the Superintendent of Schools. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step Two.

- a) Within ten (10) days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.
- b) The grievant, the Union representative, and the worksite supervisor shall be given at least two (2) days written notice of the hearing. Said notice shall contain the time and place of such hearing.
- c) The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.
- d) Within five (5) days after the hearing on the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons to all parties present at the hearing including the grievant.

**Step Four:** If a grievance involving the application or interpretation of this Agreement is not resolved satisfactorily, the Union may appeal within five (5) days to the Board. The appeal shall be in writing and shall include a copy of the original grievance and the decisions at Steps Two and Three. The Union may waive this step for any grievance filed. If this step is waived, the grievance may be appealed directly to Step Five upon mutual agreement of the Board and the Union if no satisfactory resolution has been reached at Step Three.

- a) Within fifteen (15) days after receipt of the appeal, the Board shall hold a hearing if a regular Board meeting falls within that time period and legal requirements can be met. If a regular Board meeting does not fall within that time period or if legal requirements cannot be met, the Board shall hold a hearing at the next occurring regular Board meeting beyond that time period when legal requirements can be met.
- b) The grievant, the Union representative(s), the worksite supervisor, the Superintendent, and the President of the Union shall be given written notice at least two (2) days prior to the hearing.
- c) Within fifteen (15) days after hearing the appeal, the Board shall communicate its decision in writing together with its supporting reasons to all parties present at the hearing including the grievant.

**Step Five:** If a grievance is not resolved satisfactorily at Step Four, the grievant, through the Union, may appeal within five (5) days directly to the American Arbitration Association for binding arbitration.

- a) The arbitrator shall be selected through procedures and governed by the rules established by the American Arbitration Association.
- b) The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing.
- c) The decision of the arbitrator shall be final and binding.
- d) The cost of filing for arbitration through the American Arbitration Association, the fee and expenses of the arbitrator and any court reporter shall be borne by the losing party. Any other costs connected with arbitration shall be borne by the party incurring the costs.
- e) Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement.

## END OF ARTICLE VI

## ARTICLE VII -- WORKING CONDITIONS

### SECTION A - DISCIPLINARY/DISMISSAL PROCEDURES

1. Any SRP hired after final ratification of the SRP Master Contract for the 2002-2003 School Year will serve a probationary period that will consist of the SRP's first sixty (60) workdays. During this probationary period, the SRP's employment may be terminated without cause or the SRP may resign without giving prior notice and be released from employment without prejudice. Any SRP suspended or discharged during his/her probationary period will be notified of the reason for such action.
2. All eligible SRP may be dismissed for good and sufficient reasons that are neither arbitrary nor capricious and do not violate any Federal or State law. "Eligible" means SRP who are not temporary or casual, and who have successfully completed the initial sixty (60) workday probationary period.
3. Any eligible SRP who is suspended or discharged shall be notified in writing of the reason for such action.
4. Any SRP required to attend a meeting called by the worksite supervisor or designee for the purpose of a reprimand or for action leading to suspension or for an investigatory interview shall have the right of Union representation at such meeting. A worksite supervisor or designee holding a meeting for the purpose of a

reprimand or for action leading to suspension or for an investigatory interview shall stop the meeting until Union representation can be obtained if the employee requests Union representation. This section shall not be interpreted to apply to conferences relating to observation or evaluation of work responsibilities.

5. The District supports the concept of "progressive discipline" and encourages its application when appropriate.
6. An SRP will be advised immediately if the Board has initiated or is cooperating with the Education Practices Commission in an investigation of said SRP.
7. For the purpose of complying with the provisions of Section 1012.40, F.S., it is understood that "educational support employee" as defined in that Section includes members of the School Related Personnel collective bargaining unit.
8. The employment of eligible SRP shall continue from year to year unless the Superintendent gives written notice to the SRP of recommended termination. The written notice shall include the reasons for the recommendation of termination, a description of all evidence the Superintendent has to support the recommendation, and a description of the appeals process as set forth in paragraph 11.
9. When the notice is issued to the eligible SRP, the School Board may suspend the SRP with or without pay.
10. In the event the Board reduces the number of SRP districtwide for financial reasons, the procedure to be followed, and the impact on the layoff and recall provisions (Article VII, Section D and E) of this Agreement will be negotiated with the Union prior to the implementation of the reduction.
11. When an eligible SRP receives a written notice of termination as set forth in paragraph 8, the SRP will have fifteen (15) calendar days from receipt to file with the Superintendent a written request for an appeal hearing before the Board on the proposed termination. The request must contain the basis for the appeal. Unless the Board and Union mutually agree to extend the timelines, the School Board will conduct a hearing on the SRP's appeal of the proposed termination of employment within thirty (30) calendar days of the receipt of the written request. The SRP shall be given written notice of the scheduled hearing at least fifteen (15) calendar days prior to the hearing. At the hearing, the SRP and the Superintendent will have an opportunity to respond, to present evidence and argument on the issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by the Union, legal counsel, or any person deemed necessary. Presentation of a full case at this appeal hearing shall not preclude the Board, Union, and/or the SRP from presenting a full case, including new information, witnesses, testimony, etc. at any subsequent grievance, DOAH, and/or court proceedings. Unless the Board and Union mutually agree to extend the timelines, the Board shall communicate its decision in writing together with supporting reasons to the SRP within fifteen (15) calendar days after the Board reaches a decision.
12. Nothing in paragraphs 6 through 11 shall be construed to replace, diminish, or expand the grievance procedure specified in Article VI of this Agreement or a Chapter 120 hearing before a Hearing Officer of the Florida Division of Administrative Hearings pursuant to the Florida Administrative Procedure Act.

#### **SECTION B - POSITION VACANCIES**

1. Whenever an SRP vacancy occurs in the school district, the Board shall publicize the same by giving written notice to the Union and by providing for appropriate posting in all worksites, to include posting in the Food and Nutrition Services work area.
2. An SRP who desires to apply for any such vacancy shall file his/her application with the contact person named in the notice in the manner specified.

#### **SECTION C - TRANSFERS AND REASSIGNMENTS**

1. Each SRP shall be notified in writing prior to the end of his/her work year whether or not he/she will be reappointed for the following fiscal year.
2. By April 15 of each year, the Board shall have posted in each worksite and the Human Resources Director's office a list of those known SRP vacancies recorded in the district office for the coming year.
3. SRP who desire a change in job classification or work location shall file a written request on MIS Form #356, Request for Transfer or Change in Assignment/Position. Such request shall be reviewed by worksite supervisors when filling any vacant position and will remain valid for a period of twelve (12) months following date of application.



4. It is the Board's intention that the best-qualified applicant be hired for each vacant position. The Board agrees to give full consideration to the professional background and attainments of applicants for vacancies. If the SRP is qualified for said position, he/she shall be interviewed by the appropriate supervisor. Applicants shall be notified in writing of the decision by the worksite supervisor.

#### **SECTION D - LAYOFF PROCEDURE**

1. Layoff is defined as the reduction in force for lack of funds or changes in allocation without fault on the part of any employee. Layoffs may occur due to staff reduction at a worksite or the closing of an existing facility. The Board shall notify the Union immediately upon determination that layoffs must occur.
2. In case of staff reduction at a worksite, volunteers for layoff will first be sought from among the affected SRP. In the event the number of volunteers is not sufficient, the SRP with the least seniority in the district among those assigned to the worksite at which the reduction must occur within the area of assignment affected shall be laid off first. "Area of assignment" shall mean specific job title. Should it become necessary to reduce the number of Bus Driver/Paraprofessionals at an alternative school for disruptive students, the school principal after receiving recommendations from the staff relative to program needs and needs of students, will determine the SRP to be laid off. SRP selected for layoff and the Union shall be given notice of the layoff and the reason therefore in writing.
3. If a school has at least fifteen (15) students speaking the same home language and a Paraprofessional (ESOL/Bilingual) is the only Paraprofessional or Instructional Assistant (ESOL/Bilingual) on staff who is proficient in the same home language, then to comply with Florida State Board of Education Rules, Chapter 6A-6.0904 (4) (c), the seniority requirement contained in paragraph 2 above relative to the layoff of a Paraprofessional or Instructional Assistant (ESOL/Bilingual) will be preempted.
4. An SRP who is laid off under provisions of this section shall be placed on leave without pay for a period of twelve (12) months. This leave may not be extended beyond one (1) year for any reason.
5. An SRP who is laid off under provisions of this section shall retain his/her seniority upon recall. Layoff shall not be considered a break in service if the SRP is recalled under the Recall Procedure, Article VII, Section E.
6. An SRP who is placed on leave because of layoff shall have the right to unemployment compensation, and nothing contained herein shall be construed to abridge that right.

#### **SECTION E - RECALL PROCEDURE**

1. Laid off SRP shall be recalled to their job classification in inverse order of layoff.
2. Recall lists by job title shall be maintained districtwide and positions shall be offered regardless of where they occur in the district, except that no school or department shall be required to fill more than fifty percent (50%) of its vacant positions by job title from recall lists unless no other vacant positions are available within the district. At an alternative school for disruptive students, the principal, after interviewing an employee on a recall list in which the school has a vacancy, may decline to hire the employee. An employee on a Bus Driver/Paraprofessional recall list will be granted preference in hiring over outside applicants for district positions for which he/she possesses required qualifications provided that no recall lists exist for these positions and there are no laws or regulations which would bar this procedure. A Bus Driver/Paraprofessional who wishes to claim this preference must notify the worksite supervisor and the District Human Resources Office in writing of his/her intentions at the time of application for an advertised vacancy. Failure to make this notification will bar relief through the grievance process in the event preference is not granted. The Union shall be notified of all SRP on the recall list, in order of recall. This list shall be updated whenever there is a change in the SRP sequential recall order.
3. It shall be the responsibility of each laid off SRP to provide the Board with a telephone number and mailing address at which he/she can be reached or at which a message may be left during working hours. Telephone calls for the purpose of recalling SRP shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. when the district office is in normal operation, based on the twelve (12) month work calendar. The Union shall be provided with a copy of this calendar.
4. Before the recall procedure is initiated, the Union shall be notified that a position is being offered to a specifically named SRP. When a vacancy occurs in a position for which a recall list exists, the Board shall attempt to contact the person at the top of the list by telephone at least three (3) times per day over a three (3) day period and offer the position to the SRP. A busy signal shall not count as an attempt to reach the SRP. In the event an SRP's telephone is out of order due to no fault of said SRP, the SRP shall be returned to the

top of the recall list upon confirmation of this situation. In the event a person cannot be reached after these attempts, he/she shall be placed at the bottom of the list and notified of this action by certified mail. In the event a person cannot be reached after following this procedure two (2) additional times, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

5. If a school has at least fifteen (15) students speaking the same home language and there is no Paraprofessional or Instructional Assistant (ESOL/Bilingual) on staff who is proficient in the same home language, then to comply with Florida State Board of Education Rules, Chapter 6A-6.0904 (4) (c), the seniority requirement contained in paragraph 1 above relative to the recall of a Paraprofessional or Instructional Assistant (ESOL/Bilingual) will be preempted.
6. The person at the top of the recall list for a specific position vacancy must respond within forty-eight (48) hours of an offer of a position. If the person does not accept that position, he/she shall be placed at the bottom of the recall list. If the SRP declines the second position offered by the Board, except as provided in Article VII, Section E, paragraph 7, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board. It shall be the obligation of the notified SRP, except in an emergency, to respond to a job offer made under the provisions of this section. Non-response without cause shall be deemed to be a resignation for personal reasons.
7. When an SRP is offered a position at a worksite which is twenty (20) miles further from the SRP's previous worksite, he/she shall have the right to turn down two (2) such offers before being placed at the bottom of the recall list. When said SRP reaches the top of the recall list again, the Board shall offer him/her the next available position. If the SRP declines this position, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.
8. When an SRP who is a tobacco user and who is on the recall list is offered a position at a smoke and tobacco free site, he/she shall have the right to turn down the position and shall retain his/her current place on the recall list. If the SRP who is a tobacco user turns down a position at a smoke and tobacco free site and gives being a tobacco user as the reason for turning down the position, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other smoke and tobacco free sites.
9. If, after accepting a position, an SRP does not report to the new position within five (5) working days of the offer being made, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.
10. If an SRP has not been recalled within twelve (12) months of layoff, the Board shall have no further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

## **SECTION F - EVALUATION**

1. Prior to September 15, all SRP shall receive a copy of the assessment instrument, and an explanation of the assessment process shall be provided. In the event an SRP is employed after other SRP have received this information, said instrument and explanation shall be given upon employment.
2. The worksite supervisor or designee making the evaluation shall meet with the SRP to discuss the areas in which the SRP's performance is satisfactory, and any area(s) in which the SRP's performance is unsatisfactory/deficient, or in which the SRP needs improvement.
3. After each assessment of an SRP, the SRP or witness shall sign and be given a copy of the assessment instrument. The signature of the SRP shall not necessarily indicate agreement with the assessment but only acknowledges that he/she has read the report.
4. An SRP shall be given the opportunity to include his/her comments in writing concerning the assessment report or, in the case of subparagraph 5 below, any written notification of performance deficiencies. These comments shall be placed in the SRP's personnel file if the assessment report or, in the case of subparagraph 5 below, any written notification of performance deficiencies is placed in the SRP's personnel file.
5. In the event an SRP is not performing satisfactorily, the worksite supervisor or designee shall advise the SRP in writing of the specific deficiencies in his/her performance and shall give the SRP reasonable time and assistance to overcome these deficiencies. The worksite supervisor or designee will:

- a) notify the SRP in writing that deficiencies exist,
- b) provide a full and complete explanation of deficiencies and suggested corrections,
- c) offer administrative and supervisory assistance, and
- d) provide reasonable time for correction of deficiencies.

This written notification of performance deficiencies may be accompanied by a completed assessment instrument. However, at an alternative school for disruptive students, an SRP whose performance has not met the expectations of the principal shall be subject to involuntary transfer to another worksite twenty-five (25) days after the principal has provided the SRP with an opportunity to improve his/her performance and the performance continues to be below expectation. At any time during this period, beginning with the initial notification to the SRP that he/she may be subject to involuntary transfer, the Union has the right to represent the SRP. At an alternative school for disruptive students, the salary of an SRP who is involuntarily transferred to another worksite shall be no less than he/she would have earned at the alternative school for the remainder of the school year. SRP involuntarily transferred shall not be transferred to a worksite which is twenty (20) miles further from his/her residence than the alternative school for disruptive students.

6. All confidentiality of the assessment allowable by law will be granted by the Administration.
7. All SRP will be evaluated, through the use and completion of an approved assessment instrument, at least once during the school year. Should a worksite supervisor not meet the date designated by the Human Resources Department for the completion of an SRP's evaluation, the worksite supervisor will inform the SRP of the reason for the delay. If an SRP receives an unsatisfactory evaluation, the SRP has the option of another evaluation to determine if satisfactory performance has been demonstrated. All evaluations shall be conducted only by worksite supervisors, their designees, or district-level supervisors.
8. All recommendations regarding continued employment except for positions affected by the layoff procedure shall be based upon information contained in the SRP's personnel file.

#### **SECTION G - STAFF DEVELOPMENT**

1. By February 1, the worksite supervisor and the SRP building representative will jointly conduct an election of all bargaining unit members at that worksite to elect a representative to coordinate SRP staff development activities there. The employee receiving the highest number of votes will be selected as that worksite's SRP staff development coordinator. All bargaining unit members at that worksite and the Union will be advised of election results.
2. The Board and the Union shall meet to assess the district's staff development programs as they relate to SRP and to make recommendations for changes/improvements.
3. All staff development components offered within any calendar month shall be posted in each worksite by the fifteenth (15th) working day prior to the activity.
4. When appropriate, SRP may serve as instructors for staff development components. The total compensation paid to SRP serving as instructors shall be one and one-half (1 1/2) times their regular hourly rate of pay for each meeting hour taught and such SRP shall be paid for mileage necessary to perform his/her duties as instructor under this section. Such mileage payment shall be in accordance with Article XI, Section A, paragraph 3 of this Agreement.
5. Attendance at staff development components shall be voluntary except for those components required to implement additional programs or goals established by the Board, the Legislature, or federal grants.
6. SRP within a specific field shall have first opportunity to attend staff development components related to their field.
7. Master inservice points may be used for recertification, and each group of twenty (20) points shall be equivalent to one (1) semester hour for this purpose.

#### **SECTION H - POLITICAL ACTIVITY**

1. All SRP shall have the freedom of political action when not engaged in their work assignments or other assigned responsibilities during the workday provided such action is within the laws of the United States of America and the State of Florida and their jobs are not used for their political advantage.
2. The right of all SRP to work and to vote for the party and candidate of their choice shall never be questioned, abridged, or denied by either the Board or the Union.

3. All SRP shall be entirely free from political domination, coercion, or the pretended necessity of making political contributions of money or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system or as members of the Union.

#### **SECTION I - WORK DAY/WORK YEAR**

1. Each SRP shall be granted at least a thirty (30) minute duty-free non-paid lunch period. However, at an alternative school for disruptive students, the thirty (30) minute lunch period for Bus Driver/Paraprofessionals may not be duty-free and shall be included within their eight (8) hour workday. An SRP who does not receive a paid lunch period shall be permitted to leave the worksite during his/her lunch period.
2. Paid Relief Periods/Breaks
  - a) Paid relief/break periods are intended to provide relief from the work schedule so as to reduce employee fatigue and to allow SRP to attend to personal needs. As such, paid relief/break periods should not be taken at either the start or end of the workday. The worksite supervisor shall designate the relief period for each SRP.
  - b) SRP who work six (6) to eight (8) hours a day shall be granted two (2) fifteen (15) minute relief periods during the workday, and SRP who work less than six (6) hours, but at least three (3) hours a day shall be granted one (1) fifteen (15) minute relief period during the workday. However, at an alternative school for disruptive students, the Bus Driver/Paraprofessional shall be granted at least thirty (30) minutes of relief/break time.
  - c) When the Board implements four (4) day workweeks, SRP shall be granted the same number of relief period minutes weekly as they would receive during a five (5) day workweek. Such relief period minutes shall be divided equally among the number of days of the four (4) day workweek.
3. No SRP shall be required to work beyond the normal workday without additional pay. When overtime is necessary, an SRP who is not an exempt employee within the meaning of the Fair Labor Standards Act who works such overtime shall be paid at a rate of one and one-half (1 1/2) times his/her regular hourly rate for each hour in excess of forty (40) hours per week. With mutual agreement, compensatory time-off may be substituted for overtime pay provided such compensatory time can be granted prior to the end of the SRP's workweek.
4. Custodians will be employed for six, seven, or eight hours. In the event the custodial allocation does not permit employment at the hours stated above, a custodian may be employed for fewer hours.
5. Subject to the following conditions, a Bus Driver shall be guaranteed six (6) hours of work per day during the regular work year including forty (40) minutes for the completion of paperwork and the cleaning and fueling of his/her assigned bus:
  - a) guarantee will be calculated on a biweekly pay period basis;
  - b) the driver will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by either (1) working additional daily driving assignments, (2) driving extracurricular trips, or (3) cleaning spare buses; in the event a driver is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;
  - c) when there is an open route at or above the guaranteed minimum hours, if a driver currently driving a route that is shorter than the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;
  - d) route selection for the regular school year will occur seven (7) calendar days prior to the first student day.
6. If workdays are authorized for food and nutrition service employees, the activities to be accomplished during those days will take into consideration the needs at individual worksites.
7. Subject to the following conditions, a Transportation Assistant shall be guaranteed five (5) hours of work per day during the regular work year:
  - a) guarantee will be calculated on a biweekly pay period basis;
  - b) the Transportation Assistant will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by substituting on other runs or, if substitute work is not available, by working in assigned schools; in the event a Transportation Assistant is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;

- c) when there is an open route at or above the guaranteed minimum hours, if a Transportation Assistant currently assigned to a route that is shorter than the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;
  - d) route selection for the regular school year will occur seven (7) calendar days prior to the first student day.
8. A change in working hours will be announced to affected SRP as soon as it has been determined.
  9. SRP at an alternative school for disruptive students may be required to work after their normal workday to attend emergency staff meetings for the purpose of crisis preparation and/or resolution, parent conferences, and scheduled open houses.
  10. The practice of a second selection of ESE routes will be discontinued. No ESE Bus Driver or Transportation Assistant will lose time after the initial route selection subject to the applicable conditions specified in Article VII, Sections I-5 and I-7.
  11. HB 349 of the 1999 Florida Legislature, Florida Statute 1003.01 requires the district to provide 240 days of instruction for students in the district's Juvenile Justice Programs. In order to provide these additional services to students in such programs, additional days must be provided for SRP beyond their regular contracts. Therefore, SRP assigned to such programs will have the following additional rights:
    - a) The right to first refusal of any and all additional days at the center to which the SRP is assigned. Any SRP choosing not to accept additional days shall not be penalized.
    - b) The right to earn up to two (2) additional sick leave days per year at the rate of one (1) day for each twenty (20) additional days worked if such additional days are consecutive with the SRP regular contract.
    - c) The right to utilize accumulated sick leave during additional days.

**SECTION J - PAID HOLIDAYS**

All SRP shall receive six (6) paid holidays if they work a full work year for their position. Those SRP who work less than a full work year shall receive the paid holidays that fall within their period of employment. If an SRP is in a non-paid status both before and after a paid holiday, he/she shall not receive pay for the holiday.

**SECTION K - FACILITIES**

1. Where facilities permit, the Board shall provide, at no cost to the SRP, paved, off-street parking facilities for all SRP. Parking facilities for SRP shall be planned in conjunction with new school construction.
2. The Board agrees that SRP shall have the right to use existing employee lounge(s) at each worksite.
3. At least one (1) telephone shall be made available at each worksite for SRP use. The location of this telephone and those designated for SRP use in new schools shall provide as much privacy as possible. The Board shall not be required to install new telephones or move existing ones in order to comply with this language.
4. The Board shall make restrooms available exclusively for employee use.
5. The Board agrees that SRP shall have the right to use reserved dining areas designated for the use of employees in each school. SRP shall be permitted to take food from the school cafeteria during employee meal times to areas designated by the worksite supervisor.

**SECTION L - PERSONNEL FILES**

1. No materials related to an SRP's conduct, service, character, or personality shall be placed in the files unless the SRP has had an opportunity to read the material. The SRP shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she had read the material to be filed and does not necessarily indicate agreement with the content. In the event an SRP shall refuse to sign, a witness may sign to indicate that the SRP has received the material.
2. The SRP shall have the right to provide a written answer to any material in the SRP's file, and said answer shall be attached to the file copy and placed in the personnel file. Personnel files shall be maintained only at the district office.
3. Communications of a nonprofessional nature shall not be placed in an SRP's file nor shall any anonymous information be placed in said file.

4. An SRP may request placement in his/her file of any such material pertinent to his/her professional career, performance, or qualifications. If the material that the SRP wishes to place in his/her file is not prohibited by this Agreement, the material shall be placed in his/her personnel file.
5. Grievances filed by any SRP under the grievance procedure outlined in this Agreement shall not be placed in the personnel file of any SRP nor shall they be used in any recommendation for job placement.
6. The SRP shall have the right to see and/or to receive copies of any material in his/her personnel file upon the presentation of photo identification or upon written request. Cost of duplication, not to exceed fifteen (15) cents per sheet shall be paid by the SRP. Review of the file shall be at any reasonable time, under reasonable conditions, and in the presence of the Custodian of Records or the appropriate designee.
7. Upon the written authorization by the SRP, the Union shall have the right to see the SRP's entire personnel file.
8. All documents maintained concerning an SRP to be used for official purposes shall be kept only in the SRP's personnel file at the district office.
9. Evaluations or changes in evaluations shall not be inserted into an SRP's file for any prior year after September 1 following that work year.

#### **SECTION M - PARENT-SRP CONFERENCES**

1. Except in the event of unusual circumstances, parent-SRP conferences shall be arranged by the worksite supervisor or his/her designee in accordance with the following guidelines: (a) consultation with the SRP involved and the establishment of time, date, and place of conference with all parties involved, (b) notification of the purpose of the conference if not initiated by the notified SRP, and (c) notification to the SRP of the confirmed conference time, date, and place.
2. Release time shall be granted to SRP when needed for parent conferences provided that the conference is arranged by the worksite supervisor or designee in accordance with the provisions of this section. At an alternative school for disruptive students, if it becomes necessary to schedule a conference after the regular workday of the SRP, the principal and the SRP will meet and mutually agree upon the date and time of the conference.

#### **SECTION N - STUDENT DISCIPLINE**

1. If, in the opinion of an SRP, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student. After reporting the student's action to the teacher and consulting with the teacher, either the teacher or the SRP may submit a written report of the incident to the worksite supervisor using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall fully consider when making a decision regarding disciplinary action. In the event there is no teacher responsible for the student at the time the incident occurs or the SRP is unable to identify the teacher responsible, the SRP may submit a written report of the incident to the worksite supervisor using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall consider when making a decision regarding disciplinary action. Communication of the administration's pending or final action shall be provided to the SRP as soon as possible, but no more than five (5) days from the date of the appropriate form being submitted. The employee copy of the form will be returned to the employee who submitted the form when action is completed.
2. If, in the opinion of a transportation employee, a student is disrupting regular operation of a bus, the transportation employee may submit a written report of the incident to the principal using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall fully consider when making a decision regarding disciplinary action. In accordance with State Statute 1003.31, the Board, the Superintendent, and each principal shall fully support the authority of school bus drivers to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the school bus. Communication of the administration's pending or final action shall be provided to the SRP as soon as possible, but no more than five (5) days from the date of the appropriate form being submitted. The employee copy of the form will be returned to the employee who submitted the form when action is completed.
  - a) Within the first two (2) weeks of the beginning of each school year, each SRP who is employed in a position which has responsibilities for the supervision of students will be provided with a copy and explanation of the Code of Student Conduct or of the appropriate section(s) of the Code of Student

Conduct as may be applicable to the SRP's position. SRP will have all the rights and responsibilities regarding student discipline as specified in the Code.

- b) Each Bus Driver and Alternative School Bus Driver/Paraprofessional will be provided with a copy and explanation of Florida Statutes 1006.09, 1006.10, and 1006.11.
- c) Each SRP who is employed in a position which has responsibilities for the supervision of students will be provided with a copy and explanation of Florida Statute 1006.11.

#### **SECTION O - SCHOOL RELATED PERSON OF THE YEAR**

1. The Union shall conduct the School Related Person of the Year selection process using rules devised for that purpose by the Union.
2. SRP who are serving as chairpersons of the worksite School Related Person of the Year Committee shall be granted release time once each year to attend a meeting for orientation purposes. The release time shall include appropriate travel time and SRP shall return to their respective worksites immediately following the meeting if time allows. Worksite chairpersons who are Bus Drivers, Relief Bus Drivers, Transportation Assistants, or Alternative School Bus Drivers/Paraprofessionals will only be granted such release time if their duties can be covered using personnel who normally cover such duties. The worksite supervisor's decision as to whether SRP in these positions can be released will be final. In addition, the Board shall grant up to two (2) days of release time for up to five (5) SRP serving on the District SRP of the Year Selection Committee. All other meetings related to selection of School Related Person of the Year shall be held outside normal working hours of the SRP involved.
3. The Board shall recognize the SRP selected as Worksite School Related Persons of the Year and the SRP selected as the District School Related Person of the Year.

#### **SECTION P - CHARTER SCHOOLS**

As soon as the Board is aware that an existing school is considering converting to a charter school or the Board is considering the construction of a new facility for the purpose of establishing a charter school or an application is made to the Board to establish a charter school, the Union will be informed in order to negotiate the impact, if any, on the SRP bargaining unit members.

#### **SECTION Q - TOBACCO FREE POLICY**

1. Smoking and the use of all tobacco products are prohibited by law inside all School Board facilities and in all "common areas" as defined in the Florida Clean Indoor Air Act to be "any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room..."
2. The current practice whereby the worksite administrator designates employee outdoor smoking area(s) that are shielded from student view and are located away from regularly used student activity areas on existing School Board grounds shall continue, except under the following conditions:
  - a) Effective July 1, 1996, newly acquired worksites, including all School Board real and personal property located on those sites, shall be designated as smoke and tobacco free. No employee at these sites shall use any tobacco product in the building(s) or on any outside grounds. This includes the use of such tobacco products in motor vehicles, with the exception of those vehicles entering or exiting the worksite(s).
  - b) A committee shall exist consisting of six (6) members, three (3) representing the Board and three (3) representing the Union, for the purpose of resolving problems that may arise due to the implementation of the Tobacco Free Policy.
  - c) All employees assigned to any School Board facility which is not smoke and tobacco free shall be surveyed once each year if requested by any employee at the facility. Such request shall be made in writing by September 30 to the Director of Employee Relations, with a copy provided to the President of the Union. The intent of the survey is that, as all employees at any such facility declare that they are non-tobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.
3. When an SRP who is a tobacco user and who is on the recall list is offered a position at a smoke and tobacco free site, he/she shall have the right to turn down the position and shall retain his/her current place on the recall list. If the SRP who is a tobacco user turns down a position at a smoke and tobacco free site and gives

being a tobacco user as the reason for turning down the position, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other smoke and tobacco free sites.

#### **SECTION R - RELIEF BUS DRIVERS**

1. In an effort to provide an adequate number of Bus Drivers, the position of "Relief Bus Driver" has been established. It is the intent of the Board to fill vacancies in this position from within the ranks of Bus Drivers currently employed with the district and to use Relief Bus Drivers as described in the approved job description.
  - a) Relief Bus Driver hourly rate will be based on a forty (40) hour week using the salary schedule for Bus Drivers (SRP 19). Overtime, if any, will be kept to a minimum. However, any Relief Bus Driver who is called to work shall be paid for a minimum of two (2) hours.
  - b) Advertising for Relief Bus Driver positions will be conducted "in-house." Should this not result in filling all available Relief Bus Driver positions, advertising will be conducted to attract applicants from outside of the Transportation Department.
  - c) A regular Bus Driver who moves to a Relief Bus Driver position will retain seniority as a Bus Driver. Such seniority will be retained for purposes of layoff/recall, route bidding on an open position, and route selection if the Relief Bus Driver reenters the selection process prior to the start of the school year. A single seniority list will be kept for the group comprised of Bus Drivers and Relief Bus Drivers for these purposes.
  - d) Relief Bus Drivers will be allowed to reenter the selection process prior to the start of the school year in order to bid for a regular route, according to the procedures as established in the SRP Master Contract, Article VIII, Section A, paragraph 10. A Relief Bus Driver who wishes to reenter the selection process in this manner must apply in writing to the Director of Transportation on or before May 15 preceding the start of a new school year.
  - e) Relief Bus Drivers will be allowed to bid on open routes. However, the Relief Bus Driver may be required to remain in the Relief Bus Driver position until his/her replacement is hired.
  - f) Relief Bus Drivers will be afforded the same rights to bid on Summer School routes as are Bus Drivers.
  - g) Relief Bus Drivers can choose to be in the field trip rotation. However, the Relief Bus Driver recognizes that because of the requirement to keep overtime to a minimum, the opportunity for field trip assignments is diminished.
  - h) Relief Bus Drivers may be used as coaches or to assist in training of new drivers. Relief Bus Drivers will not be used in a supervisory capacity.
2. The Board and the Union will work together to resolve problems, if any, as the problems become identified.

#### **SECTION S - SCHOOL ADVISORY COUNCILS**

1. The composition of and procedures for SRP, education support employees, membership on School Advisory Councils (SACs) shall be in accordance with guidelines provided in the district manual "Pasco County District School Advisory Councils."
2. According to the provisions of Florida Statute 1001.452(1)(a), education support employee means any person employed by a school who is not defined as instructional or administrative personnel and whose duties require twenty (20) or more hours in a normal working week.
3. Upon the Union President's request, the Superintendent and/or his/her designee shall meet with the Union President on mutually agreeable date(s) and time(s) for the purpose of facilitating the communication of information regarding school accountability and improvement.

#### **SECTION T - MISCELLANEOUS**

1. The SRP are essential persons in the educational process and shall be treated with dignity and respect.
  - a) Within the context of an appropriate setting, SRP shall be encouraged to provide input and suggestions in matters pertaining to their job duties.
  - b) Insofar as SRP are involved in disciplinary matters concerning students, administrators shall support SRP in disciplinary matters in a manner consistent with the facts of each incident, the disciplinary record of the student involved, the provisions of the Code of Student Conduct, and any other factors which have a bearing on the matter under consideration.



2. No SRP shall be required to attend staff meetings, parent-SRP conferences or other work related activities during his/her off duty time without additional compensation.
3. All SRP assigned to work at more than one (1) worksite shall have one (1) worksite designated as a home-base worksite. Such SRP shall receive their salary warrants at the home-base worksite.
4. All SRP assigned to work at more than one worksite on the same day shall be reimbursed for all mileage between the home-base worksite and other assigned worksites at the rate established for the payment of mileage. Travel time, as assigned, between worksites shall not be construed as lunchtime.
5. No SRP shall be required, as a condition of employment, to participate in commercial solicitation regarding noninstructional materials.
6. An SRP who works at a worksite on double session or extended-day schedule shall receive full pay for a full day worked.
7. Following appointment by the Board, the SRP will be provided with the following: (a) duty hours and work assignment, (b) copy of data sheet which will contain information on salary schedule number, step placement, and pay rate, (c) copy of Education Supplemental Pay Plan, and (d) opportunity for orientation to work area.
8. Normally, SRP shall not be required by the worksite supervisor or designee to transport student(s) or equipment in his/her vehicle. However, at times the health or safety of a student may require that an SRP provide transportation for a student. In that event, the Board shall reimburse the SRP at the authorized rate for mileage and shall maintain excess insurance coverage for such activities. Also, equipment required to perform the duties of a position shall be exempt from provisions of this section.
9. No SRP shall be required to present evidence of health, including but not limited to health certificates and tuberculosis skin test results, as a condition of continued employment except as provided in Florida Statutes, State Board of Education rules, and applicable Department of Education rules and regulations. The Board shall pay for all physical examinations required by law if they are performed by physicians approved by the Board for this purpose. It shall be understood that pre-employment physical examinations shall not be paid for by the Board. After extended personal illness of ten (10) or more successive days, an SRP may be required to present a doctor's statement testifying to the fitness of the SRP to resume the duties of the position held.
10. Any SRP who resigns from his/her position prior to the end of his/her normal work year shall be released from employment by the Board without prejudice provided that said SRP has given notice of such intent at least ten (10) calendar days prior to the termination date.
11. Upon request, an SRP shall receive a courtesy pass for regular season district athletic events which will admit him/her free of charge.
12. The regular appointment date as a Transportation Assistant shall be used to determine the order for route selection.
13. The substitute or regular appointment date (whichever is earlier) as a Bus Driver shall be used to determine the order for route selection.
14. At an alternative school for disruptive students, assignment of Bus Drivers/Paraprofessionals to bus routes shall be at the discretion of the principal based upon the needs of the students and the program(s) provided by the school.
15. At the end of their first year, SRP who volunteered to work at an alternative school for disruptive students shall have the right to return to their previous worksite position. If an SRP wishes to exercise this right, he/she must notify his/her current and previous worksite supervisors and the district Human Resources Department in writing of his/her intentions prior to April 1. Failure to make this notification will bar relief through the grievance process in the event another person has been appointed to the previous worksite position for the next school year.
16. Administration of Medications and Medical Procedures
  - a) **Medications and Routine Medical Procedures** - SRP (other than Health Assistants, Senior Child Care Assistants, or LPNs) shall not administer medication or perform routine medical procedures as part of their daily work responsibilities, unless the SRP has volunteered and has been authorized by the worksite or district/program supervisor. The SRP who administers medication or performs routine medical

procedures shall receive training by a licensed practical nurse, a registered nurse, a licensed physician or a licensed physician assistant. Such training shall be provided by the Board during the SRP's work hours.

- b) **Performance of Invasive Medical Procedures.** LPNs shall perform invasive medical procedures as part of their daily work responsibilities. Non-medical SRP are prohibited from performing invasive medical procedures.

Personnel other than LPNs shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. These procedures (invasive medical services) include, but are not limited to:

- 1) sterile catheterization,
- 2) nasogastric tube feeding, or
- 3) cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.

SRP (other than Health Assistants, Senior Child Care Assistants, or LPNs) shall not perform health-related services as part of their daily work responsibilities, unless the SRP has volunteered, has been authorized by the worksite or district/program supervisor, and has successfully completed child-specific training by a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant. All procedures shall be monitored periodically by the nurse. Those procedures include, but are not limited to:

- 1) clean intermittent catheterization,
- 2) gastrostomy tube feeding,
- 3) monitoring blood glucose or
- 4) administering emergency injectable medication.

For all other invasive medical services not listed above, a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant shall determine if non-medical school personnel shall be allowed to perform such service.

17. Any SRP whose duties include the supervision or transportation of an ESE staffed student or a student with a medical condition which may require special attention shall be notified as soon as possible of the placement of such student under the SRP's supervision. Within thirty (30) days of such notification, pertinent instruction/information regarding such students shall be available to the SRP.
18. When a Facility and Maintenance Services employee is required to report first thing in the morning to any worksite other than the Facility and Maintenance Services Department, he/she shall be provided a district vehicle to drive home the preceding afternoon.

## **END OF ARTICLE VII**

## **ARTICLE VIII -- LEAVES OF ABSENCE**

### **SECTION A - RULES GOVERNING**

1. Any SRP on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of Military Leave or the Union President's leave.
2. Any SRP on approved leave with pay shall be eligible for all benefits during the period of the leave including but not limited to retirement and retention of employment status.
3. During any approved leave of absence, the SRP shall have the right to participate in all group fringe benefit plans provided by the Board. In the event the leave is unpaid, the SRP shall be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions.
4. Any SRP on approved, extended leave who returns to the position held prior to going on leave without a break in service shall be placed on the appropriate salary step upon return. If the SRP does not return to the position held prior to going on leave or if there is a break in service, salary step placement shall be governed by the rules in effect at the time of rehire. However, those SRP returning from Military Leave within the time legally stipulated shall be advanced to the appropriate position on the salary schedule as if they had been in actual service in the district.
5. a) Positions shall be held for SRP who are granted unpaid leave under the following conditions:

- 1) Unpaid Sick Leave not to exceed twenty (20) working days, and, if eligible for Health Leave, the first ninety (90) days of such leave;
  - 2) Child Rearing Leave for up to one-half (1/2) the work year of the SRP;
  - 3) Military Leave for the period of time obligated to serve;
  - 4) Education Leave for a period not to exceed one (1) year;
  - 5) Civic Participation Leave for up to one (1) year at a time for a period not to exceed the term of office;
  - 6) Family and Medical Leave (FMLA Leave) for up to twelve (12) weeks;
  - 7) Union President's and Union-designated leave as explained in Article III, Section A, paragraphs 12, 13, 14 and 15;
  - 8) Unpaid Personal Leave not to exceed nine (9) workdays for circumstances not covered by 1 through 7. In cases of documented family problems, household emergencies, and/or legal business which necessitates the SRP being absent from work, an additional eleven (11) days of unpaid Personal Leave may be granted. The supporting reasons for such additional unpaid Personal Leave must be submitted in writing.
- b) Upon request, an SRP shall be granted any unpaid leave listed in Article VIII, Section C-Unpaid Leaves under the provisions stated therein for which he/she qualifies for a period up to one year, but his/her position shall not be held except for SRP who are granted Civic Participation Leave, Education Leave, Military Leave, FMLA Leave, or Union President's and Union-designated leave. Further, no extension of leave beyond one (1) year shall be granted except for Civic Participation Leave, Military Leave, or Union President's and Union designated leave.
6. Positions shall not be held for SRP on extended, unpaid leave except as provided above, and it is understood that the person returning from leave under these conditions shall be returned to the same position held upon applying for such leave if the position exists. Persons hired to replace SRP who are on extended, unpaid leave and whose position is being held will be notified prior to employment that their appointment is only for the period of time that the SRP is on leave. In the event that the SRP does not return from leave or extends his/her leave and no longer qualifies for the position to be held, the person occupying the position shall continue in the position. Prior to recommending approval of an extended, unpaid leave, the worksite supervisor shall inform the SRP in writing whether or not his/her position will be held for the return of the SRP from leave. If the position will not be held, the SRP will be terminated at the end of his/her leave. However, an SRP will be given consideration for other positions for which he/she may be qualified when he/she is ready to return from leave.
  7. a) If an SRP has exhausted all paid leave and is still unable to work because of personal illness or injury, he/she will be granted unpaid Sick Leave for a period not to exceed twenty (20) additional workdays, and his/her position will be held. If the SRP is still unable to return to work at that point, he/she shall be granted Health Leave under the provisions contained in Article VIII, Section C-5. If the SRP is unable to return to work after the first ninety (90) days of Health Leave, his/her position will no longer be held.
  - b) Unpaid leave granted under the provisions of Article VIII, Section C-7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for unpaid Health Leave, and will be counted toward the ninety (90) days of Health Leave in which an SRP's position will be held.
  - c) Should an SRP be granted FMLA Leave due to the SRP's serious health condition, and such leave be granted beyond the first ninety (90) days of unpaid Health Leave, the SRP's position will be held until the conclusion of his/her approved FMLA Leave. If the SRP is unable to return to work after the conclusion of the approved FMLA Leave, his/her position will not be held.
  8. An SRP who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the SRP is unable to notify the worksite supervisor or designee and said SRP is eligible for paid leave during his/her absence. Upon request by the worksite supervisor or designee, reasonable documentation, if the situation permits, and/or explanation will be furnished by the SRP at the earliest possible time.
  9. When an SRP receives an unpaid leave of absence after the beginning of the second semester that extends to the end of the school year, the number of days remaining to be paid to the SRP shall be divided by the

number of days in the SRP regular payroll check to determine the number of pay periods for which the school district will pay benefits except as provided for FMLA Leave.

10. When bus routes are picked at the beginning of the school year, a Bus Driver or Transportation Assistant on extended leave for whom a position is not being held who wishes to return from leave and is otherwise qualified to pick a route will be permitted to do so in regular seniority order provided that a vacant Bus Driver or Transportation Assistant position exists at that time.

## **SECTION B - PAID LEAVES**

### **1. Sick Leave**

- a) Each SRP employed on a full-time basis shall be credited with four (4) days of Sick Leave at the end of the first month of employment during each year of employment and shall earn one (1) day of Sick Leave for each month of employment thereafter; such leave shall be credited as earned. Sick Leave shall not be used prior to the time it is earned by the SRP.
- b) The number of Sick Leave days earned during any one (1) year shall be equal to one (1) day for each month of employment completed during the regular school year.
- c) For the purpose of earning Sick Leave, positions in which the work year consists of up to 215 days are ten (10) month positions; positions in which the work year is from 216–230 days are eleven (11) month positions; and positions in which the work year is 231 days or more are twelve (12) month positions.
- d) SRP who work less than the full number of days in a position shall receive one (1) day of Sick Leave for each period consisting of twenty (20) workdays. All fractions shall be rounded down to the nearest whole number for the purposes of establishing the number of sick days earned.
- e) An SRP employed for the Summer School session on a full-time basis will earn one (1) day of paid Sick Leave for each full month of employment. An SRP employed for the Summer School session on a part-time basis will earn one-half (1/2) day of paid Sick Leave per month. Sick Leave earned during Summer School shall not be used for any purposes other than those specified in Article VIII, Section B, 1, j).
- f) The allotted Summer School sick days shall be accrued on a cumulative basis. Sick days earned during the regular school year may be used during Summer School session.
- g) Any SRP who has accrued Sick Leave outside the district but in the State of Florida shall be credited on a day-for-day basis with all accrued leave. Said leave shall be credited in the same manner as Sick Leave earned within the district.
- h) Sick Leave shall be cumulative from year to year. There shall be no limit placed upon number of days an SRP may accrue.
- i) Sick Leave hours accrued shall be reported on each salary warrant stub.
- j) Sick Leave days may be used either for personal illness or emergencies as defined below:
  - 1) personal illness of the SRP;
  - 2) death or illness in the immediate family. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household; or
  - 3) extended illnesses and/or disability related to pregnancy if leave request is accompanied by a physician's statement of disability.
- k) Sick Leave will normally be deducted in half-day units or the equivalent thereof in hours. On no more than five (5) days per year, Sick Leave may be granted in hourly units on an hour of leave for an hour of absence basis provided that service to students is not interrupted.
- l) An SRP must exhaust all paid Sick Leave and Vacation Leave before being permitted to take unpaid Sick Leave except for absence because of injury/illness-in-line-of-duty.
- m) Transfer of Sick Leave to Family Member
  - 1) Effective July 1, 2001, an SRP may transfer a minimum of one-half (1/2) day of his/her accrued sick leave to his/her spouse, child, parent, or sibling who is employed by the district, providing the recipient:
    - a. is absent for a qualifying reason as stated above in Article VIII, Section B, 1, j),
    - b. has used all of his/her accumulated sick leave and vacation leave, and
    - c. is employed in a sick leave earning position.

- 2) Eligibility begins with the first day the SRP (recipient) is absent and has no accrued paid days. Transferred days requested will be applied consecutively beginning on the first day of eligibility. The request must be filed with the Department of Human Resources no later than the last day of the next pay period immediately following the pay period in which the first day of eligibility occurred.
  - 3) Transferred days cannot:
    - a. be used intermittently during the extended absence,
    - b. be used for personal leave with pay,
    - c. be used for any "terminal value," or
    - d. establish or continue eligibility for the Sick Leave Bank.
  - 4) Transferred days will be returned to the donor if unused by the recipient.
  - 5) Sick leave transferred under this provision may apply toward the number of required days needed to meet the requirements for the withdrawal of days from the Sick Leave Bank.
  - 6) Any days transferred under this provision will be counted toward the SRP's annual twelve (12) week entitlement under the provisions of Article VIII, Section C, 7, a), Family and Medical Leave, if applicable.
  - 7) Sick leave days transferred under this provision will be paid at the rate of pay of the recipient.
2. **Injury/Illness-in-Line-of-Duty Leave**
- a) An SRP shall be entitled to Injury/Illness-in-Line-of-Duty (ILD) Leave not to exceed ten (10) days during any school year because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Within three (3) days after the submission of a properly completed first report of illness or injury by an employee, the supervisor shall conduct an investigation and submit for administrative review a written report with his/her findings. Copies of the first report of illness or injury and the supervisor's report shall be furnished to the Union. Said administrative review shall be completed within two (2) days of receipt of the supervisor's report. ILD Leave shall be granted only after investigation and review.
  - b) If the nature or extent of the illness or injury prevents an employee from submitting the first report of illness or injury, his/her supervisor shall submit the report on behalf of the employee.
  - c) In case of sickness or injury occurring under said circumstances, the Board may grant additional leave.
  - d) No leave granted under this provision shall be charged to accrued Sick Leave.
  - e) A committee shall be authorized to investigate and approve reports of illness/injury-in-line-of-duty, use of Injury/Illness-in-Line-of-Duty Leave, and make recommendations to improve safety conditions, safety methods and practices, and the use of Workers' Compensation benefits. An administrator with voting power shall chair this committee. In addition, the Board and the Union shall name an equal number of voting members.
3. **Personal Leave**
- a) An SRP shall be allowed up to six (6) days of Personal Leave at full compensation during each year of employment. Such leave will not be cumulative and shall be deducted from accrued Sick Leave when used. Such leave shall not be used for recreational purposes, and the SRP may be required to give the reason for requesting leave to the worksite supervisor or designee. Said reasons may include family problems, household emergencies, legal business, transportation problems, or other stated reasons. When an SRP cites one of the four reasons stated above, no additional explanation will be required.
  - b) On no more than five (5) occasions per year, Personal Leave charged to Sick Leave as defined in paragraph 3 a) above may be granted in hourly units on an hour of leave for an hour of absence basis provided that service to students is not interrupted.
  - c) An SRP may use one (1) day of the six (6) days of Personal Leave charged to Sick Leave to help chaperone or act as an adult supervisor or monitor a school-related event in which the SRP's child is participating. The SRP shall be required to specify that such leave will be used for this purpose. The SRP shall apply for such leave at least five (5) days prior to such event or as soon as possible after receiving notification of such event. Such leave may be used in half-day units or as a full day. For Alternative School Bus Driver/Paraprofessionals, Bus Drivers, and Transportation Assistants, tentative approval to use one (1) day of the six (6) days of Personal Leave charged to Sick Leave for these purposes may be

granted no later than the preceding day and final approval no later than the start of the workday of the requested leave.

- d) For those employees who are authorized to be employed beyond the regular school year in Summer School, on one occasion during the period of Summer School, one (1) day (the number of hours worked daily in Summer School) may be used as a personal day charged to Sick Leave provided:
  - 1) the employee has not used all six (6) personal days from the previous school year,
  - 2) the employee has accrued a sufficient number of Sick Leave hours,
  - 3) the nature of the absence is that of a family, household, legal, or transportation emergency, and not that under which an employee has scheduling control,
  - 4) the reason for the absence is explained to the worksite supervisor or his/her designee.

**4. Judicial Leave**

- a) An SRP absent from work shall be paid his/her regular salary by the Board provided:
  - 1) he/she has been summoned and required to report to jury duty;
  - 2) he/she has been issued a subpoena by an authorized agency and required to appear within the state of Florida; or
  - 3) he/she has been issued a subpoena by an authorized agency of the federal government and required to appear.
- b) Such time shall not be deducted from Sick Leave or Vacation Leave accumulations.
- c) The SRP shall not be required to sign over to the Board any money received for such service.
- d) These provisions are not applicable when the SRP is a primary party to legal action unrelated to his/her employment.

**5. Vacation Leave**

- a) SRP employed in a twelve (12) month position shall earn Vacation Leave at the following rate:

<b>Continuous Service</b>	<b>Proportion of Days of Leave Earned During Pay Period (Biweekly)</b>
Up through five (5) years	.5
Six (6) through ten (10) years	.625
Over ten (10) years	.75

- b) Continuous service shall be construed as employment with one (1) or more Florida state agencies without a break in service.
- c) Authorized leaves of absence shall be considered continuous service.
- d) An SRP shall not earn vacation time while on an approved leave without pay nor shall the time on such leave be credited toward years of experience.
- e) A Florida state agency employee who terminates employment at any time other than the end of his/her work year will be considered as having a break in service unless employed by another Florida state agency within ten (10) days.
- f) Consecutive employment in less than twelve (12) month positions will constitute continuous service.
- g) An SRP who terminates employment will receive a final payment of accrued Vacation Leave based on hourly rate on the date of termination.
- h) SRP who transfers from a vacation-earning position to a non-vacation-earning position must use accrued vacation time within the work year if the transfer is effective at the beginning of a work year or by the end of the next work year if the transfer is effective during a work year. If vacation time is not taken within these time limits, it will be forfeited.
- i) SRP shall be permitted to carry forward beyond June 30 of each year sixty (60) days of accrued Vacation Leave.
- j) As per Florida Statute 1012.65, terminal pay for accrued vacation leave may not exceed a maximum of sixty (60) days.

- k) Employees who retire under the Florida Retirement System (FRS) with full or reduced benefits as provided by law and who receive a lump-sum payment of accrued vacation leave earned in accordance with Article VIII, Section B-5 and who meet the participation requirements provided in Article XI, Section G,1,g) of this Agreement, shall have said lump-sum payment of accrued vacation leave paid into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits and subject to the same fund withdrawal penalty reimbursement as provided in Article XI, Section G,1,g) of the Agreement.

#### 6. Sick Leave Bank

A Sick Leave Bank was established prior to the 1984-1985 school year for the purpose of providing income protection to participating employees suffering personal illness or injury not otherwise compensated by the Board or Workers' Compensation. Bargaining unit members holding Sick Leave earning positions shall be eligible to participate in this Bank after one year of employment in the district and accumulating at least four (4) days of unused Sick Leave.

- a) To become a member, eligible employees shall contribute one day of Sick Leave to the Bank. Enrollment for the Sick Leave Bank year (October 1 through September 30) shall be open from the first workday in September through the last workday in September each year. Applications for use of the Bank may be obtained from the bargaining unit member's primary worksite.
- b) Members of this Bank may receive paid Sick Leave days up to a maximum of one hundred (100) days within a twelve (12) month period. The twelve (12) month period will start on the first date that a member receives days from the Sick Leave Bank, and the member will be eligible to receive up to one hundred (100) additional days starting on the anniversary date of the member first receiving days from the Sick Leave Bank. The awarding of days is subject to the following conditions:
  - 1) The need must arise from the member's own personal illness or injury. If the personal illness or injury is catastrophic, a member may receive up to one hundred (100) days. If the personal illness or injury is less than catastrophic, a member may receive up to thirty (30) days. In no event may a member receive more than one hundred (100) days within a twelve (12) month period from the Bank.
  - 2) All accumulated personal Sick Leave must have been exhausted.
  - 3) The member has been absent in either paid or unpaid leave status at least ten (10) consecutive days or for ten (10) non-consecutive days occurring within a ninety (90) day period that are related to the same illness/injury as substantiated by proper medical documentation. No member shall receive reimbursement from the Sick Leave Bank for any unpaid days that fall within the ten (10) day eligibility period.
  - 4) A statement must be completed by a licensed physician and/or a licensed mental health professional describing the illness or injury.
  - 5) The member must submit an application and the statement(s) completed by a licensed physician and/or a licensed mental health professional to the Chairperson of the Sick Leave Bank Committee, who will process the application and submit the member's application and related documents to the Sick Leave Bank Committee.
  - 6) If days from the Bank are granted, they may start no sooner than the first day following the ten (10) consecutive days of absence as specified in paragraph 3) above.
- c) In the event a member has a preexisting condition on the date of enrollment, there shall be a ninety (90) day waiting period before eligibility based upon disability due to that particular illness.
- d) Any days granted from the Sick Leave Bank will be counted toward the SRP's annual twelve (12) week entitlement under the provisions of Article VIII, Section C, 7, a), Family and Medical Leave.
- e) The Bank shall be deemed depleted when the balance reaches 1,200 hours. Participating members shall contribute one additional day each time the Bank is depleted but not more than once per year. Upon Bank depletion, each member shall be required to contribute one additional day to remain a member.
  - 1) If a member elects to withdraw from membership, he/she shall be removed from membership and invited to reapply. In this case, initial membership requirements must be met.
  - 2) If a member does not have one Sick Leave day to contribute, his/her membership shall be suspended until he/she has earned one Sick Leave day to contribute.

- f) An administrative committee shall administer the Bank according to applicable laws, policies, and procedures. The composition of the committee shall be as follows:
- 1) the Superintendent or his/her designee;
  - 2) one Transportation Department employee elected by Transportation Department employees;
  - 3) one custodial employee elected by custodial employees;
  - 4) one Food and Nutrition Services employee elected by Food and Nutrition Services employees;
  - 5) one secretarial or clerical employee elected by secretarial or clerical employees;
  - 6) one Facility and Maintenance Services Department employee elected by Facility and Maintenance Services Department employees;
  - 7) the Supervisor of Student Services responsible for School Nurses;
  - 8) one paraprofessional employee elected by paraprofessional employees; and,
  - 9) the President of the Union or his/her designee.

- 10) With the exception of the Superintendent or his/her designee, the Supervisor of Student Services responsible for School Nurses, and the President of the Union or his/her designee, only participating members of the Noninstructional and Administrators Sick Leave Bank shall be eligible to serve on the committee to administer the Bank. Also, only participating members of the Bank shall be eligible to vote for committee members.

Beginning with the 2001-2002 school year, the Board and the Union will mutually agree as to the appropriate representation for each position title eligible for membership in the Sick Leave Bank. Once a position title has been assigned to one of the categories of Transportation Department, custodial, Food and Nutrition Services, clerical, Facility and Maintenance Services Department, or paraprofessional, each employee in that position who is a member of the Sick Leave Bank will be eligible to vote for the representative from that category who serves on the Sick Leave Bank Committee.

- g) The committee shall:

- 1) consider and approve/disapprove applications for withdrawal of days based on established criteria.
- 2) define "catastrophic" and may develop other definitions, guidelines, and rules for the purpose of administering the Bank.
- 3) investigate any alleged abuse and, upon a finding of wrongdoing, report such to the Superintendent. If such wrongdoing is substantiated, the employee shall reimburse the district for all wages and benefits paid to the employee.
- 4) be governed by rules established by the committee.

- h) The committee shall function as follows:

- 1) the Assistant Superintendent for Administration or his/her designee shall be the chairperson. The chairperson shall conduct meetings, initiate and receive all correspondence, and generally administer the business of the committee. The chairperson will consider recommendations from the committee prior to establishing regular meeting dates and times for the year (including the summer months). A copy of the schedule shall be provided to each committee member before the September meeting.
- 2) a vice-chairperson may be selected by the committee and may conduct meetings at the request of the chairperson in his/her absence.
- 3) a quorum shall consist of four members plus the presiding officer.
- 4) the chairperson shall have no voting power except as a tiebreaker.
- 5) all members of the Bank shall be given an annual report on the status of the Bank.
- 6) the Superintendent and the Union shall be provided with a monthly report on the condition of the Bank which will include:
  - a. The number of participating members.
  - b. The names of members requesting Sick Leave Bank days.
  - c. The number of hours expended and the number of hours remaining in the Sick Leave Bank.



## 7. **Sabbatical Leave**

Subject to the following conditions, an SRP with seven (7) or more years of satisfactory continuous service in the District School Board of Pasco County may be granted a Sabbatical Leave of absence for a period not to exceed one (1) year for the purpose of completing a bachelor's or master's degree:

- a) The equivalent of no more than one (1) SRP shall be placed on Sabbatical Leave during any school year. Thus, the Superintendent may approve sabbatical leave for two (2) different SRP for one semester each, during the same year.
- b) No SRP shall be eligible for this leave more than one time in each seven (7) year period.
- c) To be eligible, an SRP must be enrolled in a bachelor's or master's degree program of a college or university approved by a regional accrediting association such as the Southern Association of Colleges and Schools (SACS), intend to take a full academic load, and have completed enough of the required work to be eligible to complete the degree during the sabbatical period. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. If all work for the degree is not completed prior to the first workday of his/her employee classification after the expiration of the Sabbatical Leave or if the SRP requests termination of the leave prior to the agreed-upon date, the SRP shall reimburse the Board within one (1) year of the expiration or termination of the Sabbatical Leave for the full amount of the leave plus eight percent (8%) interest. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave.
- d) Sabbatical Leave may be granted if satisfactory arrangements can be made for the smooth operation of the school system.
- e) SRP on Sabbatical Leave will be paid fifty-five percent (55%) of the salary which would normally have been drawn during the time of the leave.
- f) An SRP making application for his/her first Sabbatical Leave shall be given preference over one who has been previously granted Sabbatical Leave. In the event more than one applicant meets the criteria for Sabbatical Leave, the Superintendent shall select the SRP to receive the sabbatical.
- g) An SRP granted Sabbatical Leave is required to serve at least three (3) years in the district after expiration of the leave. In the event such SRP should accept other employment instead of working for Pasco County for the full three (3) years as specified above, he/she would be required to reimburse the Board as follows:
  - 1) Zero (0) years of return service - the full amount of the sabbatical.
  - 2) One (1) year of return service - two-thirds (2/3) of the amount of the sabbatical.
  - 3) Two (2) years of return service - one-third (1/3) of the amount of the sabbatical.All moneys owed would be due within two (2) years of the last day of work of the employee. Eight percent (8%) interest will be charged on the unpaid balance on the yearly anniversary of the last day of work.
- h) Application for Sabbatical Leave shall be filed with the Director of Employee Relations by April 1.
- i) Upon request, the Board shall provide the Union with a list of SRP who applied for Sabbatical Leave and a list of SRP who have been granted Sabbatical Leave.

## 8. **Military Leave**

An SRP shall be entitled to paid Military Leave not to exceed seventeen (17) days during the work year.

## **SECTION C - UNPAID LEAVES**

Positions shall be held for SRP who qualify for unpaid leave under the conditions as described in Article VIII -- Leaves of Absence, Section A - Rules Governing, subparagraphs 5 and 6.

### 1. **Child Rearing Leave**

- a) A leave of absence without pay for a period of up to one (1) year shall be granted for child rearing. Said leave shall be granted in connection with childbirth, adoption, or death of the other parent.
- b) Requests for such leave shall be made in writing to the Office of the Superintendent at least thirty (30) days, when possible, prior to the commencement of the leave.

- c) The SRP's position shall be held for up to one-half (1/2) the SRP's work year.
  - d) Any days granted for the purpose of child rearing under the provisions of Article VIII, Section C 7 a), 1), 2), or 3), Family and Medical Leave (FMLA), will be counted toward the one (1) year that may be granted as Child Rearing Leave under this section.
- 2. Military Leave**
- a) All SRP drafted for military service or called to active duty with reserve components shall be granted a leave of absence without pay for the period of time obligated to serve except as provided in Section 115.07, Florida Statutes. A copy of the military orders shall be attached. Effective July 1, 1987, the "annual period" referred to in Section 115.07, Florida Statutes, shall be from July 1 through June 30.
  - b) The SRP's position will be held for the time obligated to serve.
- 3. Education Leave**
- a) Upon request, an SRP with two (2) or more continuous years of service in the district may be granted a leave of absence without pay for a period not to exceed one (1) year for the purpose of furthering his/her formal education under the following conditions:
    - 1) the SRP must complete at least fifteen (15) credit hours each semester or the equivalent number of credit hours each quarter or the equivalent technical or trade credit while on leave;
    - 2) the SRP must be enrolled as a degree-seeking student or equivalent technical or trade certification;
    - 3) the SRP must attend a college or university accredited by a regional accrediting association or, in the case of a trade or technical school, an equivalent crediting association.

Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. In the case of an SRP attending a trade or technical school, the program in which the SRP is enrolled must be one which, in the judgment of the Board, is perceived to be of benefit to the district. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave. Such leave shall not be granted more than once in any five (5) year period.
  - b) The SRP's position will be held for a period not to exceed one (1) year.
- 4. Civic Participation Leave**
- a) Upon request, an SRP shall be granted Civic Participation Leave without pay.
  - b) Such leave includes, but is not limited to, the following: election or appointment to a constitutional office in a federal, state, county, or municipal government or subdivision thereof.
  - c) The SRP shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter. Such leave shall be renewed yearly, upon application, for a period equal to the term of office to which said SRP has been elected or appointed.
  - d) The SRP's position shall be held for up to one (1) year at a time for a period not to exceed the term of office.
- 5. Health Leave**
- a) Upon request, an SRP shall be granted a leave of absence without pay for up to one (1) year for reasons of poor health as certified by a licensed medical physician. With the exception of FMLA Leave, such leave shall not be granted more than once in any five (5) year period; however, subsequent leave of up to one (1) additional year may be approved by the Superintendent or his/her designee upon the employee documenting extenuating circumstances.
  - b) Unpaid leave granted under the provisions of Article VIII, Section C 7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for Health Leave, and will be counted toward the ninety (90) days of Health Leave in which an SRP's position will be held.
  - c) Positions shall be held for SRP who qualify for unpaid Health Leave for the first ninety (90) days of such leave. However, should an SRP be granted FMLA Leave due to the SRP's serious health condition, and

such leave be granted beyond the stated provisions for Health Leave, the SRP's position will be held until his/her entitlement for FMLA Leave be exhausted.

**6. Extended Personal Leave**

- a) Upon request, an SRP with two (2) or more continuous years of service in the district shall be granted a leave of absence without pay for up to one (1) year for other reasons than those stated in C 1, C 2, C 3, C 4, or C 5 provided that the primary purpose shall not be to engage in gainful employment.
- b) The reason for such request shall be stated in the application for leave.
- c) The SRP's position will not be held.

**7. Family and Medical Leave Act (FMLA)**

- a) The Board will grant an eligible employee (as defined in subparagraph c) of this section up to a total of twelve (12) weeks of leave in a twelve (12) month period (July 1 through June 30, as defined in subparagraph b) of this section for one or more of the following reasons:
  - 1) the birth of a child of the employee and care following the child's birth.
  - 2) the adoption of a child by the employee including the events and process leading to adoption, and care following the adoption.
  - 3) the placement and/or care of a child in the foster care of the employee.
  - 4) the care of a child, spouse or parent of the employee who has a serious health condition (as defined in Part a) 5). For purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under State law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child – this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
  - 5) the treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
    - a. any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
    - b. any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
    - c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.

- b) The twelve (12) month period for entitlement under this section will be measured from July 1 through June 30.
- c) In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve (12) month period immediately preceding the unpaid leave. Holidays, earned Sick Leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation of the 1,250 hours. Workers' Compensation, suspension with pay, and Sabbatical Leave for which the employee has been paid will not be included in the calculation of the 1,250 hours. Sick Leave Bank days for which the employee has been paid will not be included in the calculation of the 1,250 hours. Should an SRP apply for FMLA Leave based on the serious health condition of the SRP as described in subparagraph 7 a) 5), and such requested leave immediately follows Sick Leave Bank days which were granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank.

- d) Leave, except for certain exceptions described in part e) for SRP employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.
- e) Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), must conclude within one (1) year from the date of the birth, adoption, or placement of the child.
- f) Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), will be counted toward the one (1) year that may be granted as Child Rearing Leave under Article VIII, C-1.
- g) Leave for the serious health condition of the SRP as described in subparagraph 7 a) 5) will be counted toward the days that may be granted as Health Leave under Article VIII, C-5.
- h) Any Sick Leave Bank days granted during the year under the provisions of Article VIII, Section B-6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of FMLA Leave.
- i) The FMLA Leave mentioned in this section is subject to the following restrictions and privileges:
  - 1) An employee must first use all available earned paid Sick Leave before unpaid FMLA Leave will be granted.
  - 2) The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.
  - 3) The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.
  - 4) It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.
  - 5) The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty (30) days, unless:
    - a. the employee requests an extension of leave;
    - b. circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or
    - c. the employer receives information that casts doubt upon the continuing validity of the documentation.
  - 6) If the Board pays the employee contribution missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
  - 7) An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave.
  - 8) The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption, or planned medical treatment, the employee must provide at least thirty (30) days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.
  - 9) Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.
  - 10) The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation, and fitness to return to work.
  - 11) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.

**j) Intermittent Leave or Reduced Leave**

An eligible employee who is entitled to a twelve (12) week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly work hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health conditions of the employee or of the child, spouse, or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained.

The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993, currently §825.205 of the Interim Regulations.

**k) Effect of Leave on Board-Paid Benefits**

During the period of leave governed by this section, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, vision, life, and flexible benefits. The cost of these benefits will be paid by the Board based on the expectation that the employee will return to work following the approved FMLA Leave. Return to work means that the employee must return to work for at least thirty (30) calendar days following the conclusion of approved FMLA Leave or following the conclusion of other approved leave which is granted under Article VIII and which is immediately subsequent to the FMLA Leave. Non-contracted days during summer break, and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If an employee does not return to work for the Board after FMLA Leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the employee's behalf during a period of unpaid FMLA Leave unless:

- 1) the employee's position has been affected by reduction in force and/or layoff;
- 2) the employee has a continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or
- 3) other circumstances beyond the employee's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for FMLA Leave. The Board may require additional documentation to support the employee's claim. The Board will use applicable Federal Regulations and existing case law to determine whether the circumstances claimed by the employee as resulting in the employee not being able to return to work were beyond the employee's control.

- l) The SRP's position will be held.

**8. Continuous Service Health Leave Benefits**

- a) The purpose of this provision is to extend certain insurance benefits to SRP who are not eligible for those benefits under the Family and Medical Leave Act (FMLA) and subsequent language as provided in Article VIII, Section C, paragraph 7 of the School Related Personnel Master Contract because their work calendar(s) (days and hours) for the preceding twelve (12) months does not equal 1250 hours or more as required for eligibility under FMLA, but who are eligible for Health Leave under Article VIII, Section C, paragraph 5 of the School Related Personnel Master Contract.
- b) Specifically, for this purpose an eligible SRP is one who:
  - 1) has completed ten (10) years of continuous employment by the Board;
  - 2) is in an insurance benefit earning position;
  - 3) during the twelve (12) month period preceding the unpaid health leave has been in a paid status for at least 95% of the SRP's contracted hours. Holidays, earned sick leave, and vacation time for which the employee has been paid but had not worked shall be included in the calculation of the hours. Workers' Compensation, suspension with pay, and Sabbatical Leave for which the employee has been paid will not be included in the calculation of the hours. Sick Leave Bank days for which the employee has been paid will not be included in the calculation of the hours. Should an SRP apply for Health Leave and such requested leave immediately follows Sick Leave Bank days which were

granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank; and

- 4) documents that Health Leave is required for the treatment of a serious health condition which prevents the SRP from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a. any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
  - b. any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or,
  - c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless in-patient hospital care is required.

- c) The twelve (12) month period for entitlement of insurance benefits under this provision will be measured from July 1 through June 30.
- d) Any insurance benefits paid as a result of the approval of days by the Sick Leave Bank under the provisions of Article VIII, Section B, paragraph 6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of insurance benefits.
- e) The receipt of insurance benefits as mentioned in this provision is subject to the following restrictions and privileges:
  - 1) The Board shall require the SRP to obtain and to furnish to the Board the necessary documentation of a serious health condition as described in paragraph b) 4) b, and c of this provision.
  - 2) The Board may request that the SRP provide additional verification of a serious health condition at any reasonable interval.
  - 3) The Board retains the right to implement reasonable rules and regulations with regard to the approval of benefits based on a claim of a serious health condition. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical condition, and the use of forms for requests for leave, physician documentation, and fitness to return to work.
  - 4) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and SRP. This third opinion will be final and binding upon the Board and the SRP.
  - 5) Board-Paid Insurance Benefits

For SRP who are eligible for continuous service health leave benefits, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, life, and flexible benefits. The cost of these benefits will be paid by the Board based on the expectation that the SRP will return to work following the approved Health Leave. Return to work means that the SRP must return to work for at least thirty (30) calendar days following the conclusion of approved Health Leave or following the conclusion of other approved leave which is granted under Article VIII, and which is immediately subsequent to the Health Leave. Noncontracted days during summer break and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If the SRP does not return to work for the Board after approved leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the SRP's behalf during a period of unpaid Health Leave unless:

- a. the SRP's position has been affected by reduction in force and/or layoff,
- b. the SRP has a continuation, recurrence, or onset of a serious health condition which would entitle the SRP to additional health leave, or

c. other circumstances beyond the SRP's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for approval of such leave. The Board may require additional documentation to support the SRP's claim. The Board will determine whether the circumstances claimed by the SRP as resulting in the SRP not being able to return to work were beyond the SRP's control.

f) SRP are not entitled to more than twelve (12) weeks of combined leave in any year (July 1 to June 30) under provisions of the FMLA and Continuous Service Health Leave Benefits.

## **END OF ARTICLE VIII**

## **ARTICLE IX -- SAFETY AND HEALTH**

### **SECTION A - SAFETY**

1. The Board shall provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to safety. SRP will comply with all applicable federal and state laws and regulations and all Board policies pertaining to safety.
2. The Board shall indemnify and save harmless all SRP from any claim, demands, suits, and causes of action of any kind whatsoever arising out of unsafe and/or hazardous conditions within the worksite.
3. If an SRP observes a condition which he/she considers to be creating a health or safety hazard, he/she shall inform the administrator in charge of the facility where the condition is observed.
4. The Board shall provide SRP with appropriate training in the use of all equipment and machinery required to be used in the performance of their duties and in all applicable federal and state laws and regulations and all Board policies pertaining to safety. The Board shall not require any SRP to perform tasks which endanger his/her safety, provided that this shall not be applicable in any emergency circumstances where the safety of students warrants intervention by an SRP.
5. It shall be the Board's responsibility to provide special safety clothing required by federal or state law or rule or Board policy.
6. The Board and Union recognize that situations may arise in which an SRP may use reasonable force to protect himself/herself, students, or others from harm in accordance with the guidelines provided in the Code of Student Conduct. Any SRP shall immediately report any instance involving the use of physical force to protect himself/herself or another employee and/or student, or the restraining of disruptive students, and any case of assault on or threat to the employee in connection with his/her employment to the worksite supervisor or designee. If requested, the SRP shall give in detail the circumstances thereof in writing.
7. **Safety Promotion Program**
  - a) District Safety Committee
    - 1) The Union president or his/her designee shall be appointed as a member of the District Safety Committee.
    - 2) At least one (1) member of the District Safety Committee shall be an SRP.
    - 3) When meetings are held during duty hours, SRP committee members will be released without charge to Sick or Vacation Leave.
  - b) Worksite Safety Committee
    - 1) At least one (1) member of the Worksite Safety Committee shall be an SRP at the worksite unless no SRP volunteer for service on the committee.
    - 2) When meetings are held during duty hours, SRP committee members will be released without charge to Sick or Vacation Leave.

### **SECTION B - WORKERS' COMPENSATION**

Any SRP employed by the Board and injured while performing his/her duty shall be protected as provided by the Workers' Compensation Act.

#### **1. Injury and Illness**

- a) In the event an SRP is injured in the discharge of duty and/or suffers from an illness arising out of such injury and/or contracts an infection or disease resulting from student contact, said SRP shall be entitled to

Injury/Illness-in-Line-of-Duty Leave for a period not to exceed ten (10) days. In addition, the Board may grant additional leave for such term as deemed appropriate.

- b) During the course of absences under this section, the SRP shall receive an amount not to exceed his/her normal compensation and shall be entitled to continue full benefits. In addition, payments shall be made to SRP for damage to dentures, eyeglasses, prosthetic devices, and artificial limbs when the damage results from an accident occurring in the normal course of employment.
  - c) When an SRP is absent from his/her working responsibilities as a result of any provision in this section, there shall be no deduction made for Sick Leave allowance credited to such SRP.
2. Absence from work related to an injury/illness-in-the-line-of-duty during the school year in which the ILD occurred shall not cause an SRP who is otherwise eligible and is drawing Workers' Compensation benefits to lose credit for seniority, step increases, insurance benefits, or contributions to the Florida Retirement System.
  3. Any SRP who has any claim for compensation while absent under this section shall file a claim in the manner prescribed in Section 1012.61(2)(b), Florida Statutes. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.
  4. When an SRP who is eligible for and receiving Workers' Compensation benefits is released to light or modified duty, benefits to which the SRP is eligible under Chapter 440, Florida Statutes, shall be paid while the Board seeks additional information regarding the medical condition, medical limitations, and/or medical restrictions of the SRP, or while the Board determines the most appropriate duty placement for the SRP.

#### **SECTION C - ASSAULT, BATTERY, OR THREAT AGAINST AN SRP; DISABILITY OR DEATH OF AN SRP**

1. Any case of assault or battery upon or threat against an SRP in the performance of his/her duty shall be promptly reported to the worksite supervisor. SRP who are involved in such cases shall not lose regular salary and benefits for any time lost from their duties when their presence is required before a judicial body. The Board shall provide legal counsel to advise the SRP of his/her rights and obligations in respect to such assault or battery or threat and shall promptly render assistance necessary to the SRP in connection with the handling of the incident by law enforcement and judicial authorities.

In Addition, any threat of personal injury or property damage made by a student toward an SRP shall be assessed through the district's Violence Intervention Procedures for Elementary or Secondary Schools to determine the credibility of such threat. When administration has been notified properly the student shall not have direct contact with the SRP during school hours or on school property until the threat assessment is concluded and the SRP is notified of the results. If the threat is made by a person not under the jurisdiction of the school board, the SRP will not be required to meet with that person until the matter has been investigated and documented by the worksite supervisor and the SRP has been notified of the results of that investigation. The SRP has the right to have an administrator present at any future meetings with the person making the threat.

2. Any student found to have committed assault or battery against an SRP will be subjected to disciplinary action as provided in the Code of Student Conduct.
3. Compensation for death or disability shall be paid in accordance with the provisions of the Workers' Compensation Law.

#### **SECTION D - PERSONAL PROPERTY**

1. The Board shall establish an account for the purpose of reimbursement to any SRP upon proof of claim for clothing and/or personal property destroyed or damaged as a result of any assault or vandalism upon said SRP in the course of fulfilling his/her employment responsibilities or from any act by the SRP for the purpose of preventing injury to persons or damage to property located on the worksite during any worksite-related activity. The reimbursement of damaged or vandalized personal property (other than motor vehicles) is limited to those items that the SRP uses to perform his/her job and/or duty responsibilities. Theft of cash or any other personal property is not covered by this provision. No claim covered under other provisions of this Agreement shall be paid from this account.
2. In order to provide for the reimbursement of personal property under this Section, the Board shall budget a sum of \$2,000.00 for each year. If any portion of this account is not expended in any year of this Agreement,



an amount equal to the unexpended sum shall be budgeted in addition to a sum of \$2,000.00 for the following year.

3. If said clothing and/or personal property is insured, the SRP must submit a claim to the appropriate insurance company. In the event of full reimbursement for such claim, the Board shall make no payment. If the insurance company reimburses all but the deductible amount specified in the SRP's policy, the Board will pay an amount equal to the deductible amount not to exceed \$500.00. If the claim is for less than the deductible amount specified or the clothing or personal property is not insured, the Board will pay an amount equal to the current value of the property not to exceed \$500.00. In determining the current value of personal property, factors such as the age, condition, and current replacement cost of the personal property will be considered by the Board.
4. In order to receive reimbursement, the SRP must report the damage to the worksite supervisor as soon as possible and complete the Comprehensive Accident/Injury/Loss form and submit it to the worksite supervisor.
5. After review of the initial request for reimbursement, the Board may require additional information and/or documentation related to the request, including a second estimate if the reported damage is to the SRP's personal vehicle. After review of the submitted information, the Board will provide to the SRP a written statement as to whether the request for reimbursement has been approved. If the request for reimbursement is approved, the Board will state in writing that the request was approved, and state with particularity and limitation(s) on the amount which may apply to the request. If the request is not approved, the Board will state in writing the reason(s) why the request for reimbursement was not approved. In cases which involve personal property other than motor vehicles, the Board may require that the damaged property be submitted to the Board's representative before the Board authorizes reimbursement to an SRP for the replacement and/or compensation for the value of damaged property.
6. In the event the claim is for vandalism to the SRP's personal vehicle, a copy of his/her automobile insurance policy declaration page and an estimate for repair must be included with the Comprehensive Accident/Injury/Loss form.
7. Payment of the claim is subject to approval by the USEP President and the Director of Employee Relations.

#### **SECTION E - LIABILITY**

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with Arthur J. Gallagher and Company and pertinent insurance carriers for the duration of this Agreement. Any SRP who has any claim under provisions of said policy may file such claim with the Board. The Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.

#### **END OF ARTICLE IX**

### **ARTICLE X – SUMMER SCHOOL**

#### **SECTION A - FILLING OF POSITIONS**

1. Announcements of Summer School dates and tentative positions will be posted in each worksite in the district and in the district office and given to the Union immediately after noninstructional positions for Summer School are approved by the Board.
2. Summer School assignments shall be voluntary. Any SRP choosing not to accept such assignments shall not be penalized.
3. When filling Summer School SRP positions, SRP within the bargaining unit shall be given priority over other applicants.
4. An SRP who is selected to work during Summer School shall be informed by the worksite supervisor of the Summer School position to which the SRP will be assigned, days and hours to be worked, hourly rate of pay, and scheduled pay dates as early as possible but no later than the last day of student attendance.

#### **SECTION B - COMPENSATION AND CONTINGENCIES**

SRP authorized to work in Summer School shall be paid at the rates established in Addendum A of this Agreement, and the Board will make the normal contributions for Social Security and State retirement. The

Board will notify the Union of the Summer School pay dates, along with the number of days to be paid in each check, no later than the last working day for SRP in the current school year.

**END OF ARTICLE X**

**ARTICLE XI -- SALARY AND SCHOOL RELATED PERSONNEL WELFARE**

**SECTION A – SALARY SCHEDULE AND REMUNERATIONS**

1. The regular salary schedules, attached as Addendum A, shall be adhered to for all SRP for the 2005 – 2006 school year.
2. Placement on the salary schedules, entitled Addendum A, shall follow the rules attached to and included in the schedules.
3. Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued.
4. An SRP whose regular work schedule extends beyond 5:00 p.m. shall be paid in addition to his/her regular pay rate, a shift differential for each hour worked after 5:00 p.m. The current shift differential shall be twenty-five (25) cents per hour. The shift differential will be paid for applicable periods of the following types of paid duty leave: Injury/Illness-in-Line of Duty, Judicial, Military, Personal, Sick, and Vacation.
5. SRP substituting for an absent teacher for at least one-half (1/2) the teacher workday shall be paid his/her regular hourly rate plus a \$2.00 per hour differential or the regular substitute rate of pay for that position, whichever is greater.
6. Salary warrant stubs shall contain gross salary for each pay period, an itemized accounting of payroll deductions/reductions made during each pay period, net salary figures per pay period, accrued Sick Leave, and accrued vacation time.
7. The Board agrees to provide each SRP with his/her W-2 form in a sealed envelope on or before January 31.
8. All Board-approved payroll deductions/reductions authorized by the SRP shall be made by the Board at no cost to said SRP. Such deductions/reductions shall be remitted to the proper agencies within five (5) days after the payroll date in which the deduction/reductions are made.
9. **Underpayment and Overpayment**
  - a) In the event any SRP feels that he/she has been underpaid, the procedures shall be as follows:
    - 1) Said SRP shall notify in writing the Superintendent or his/her designee of alleged underpayment and the supporting reasons for the allegation.
    - 2) The Superintendent or his/her designee shall investigate the above allegation and notify the SRP in writing, providing an explanation and/or verification of the allegation within ten (10) days of the complaint.
    - 3) In the event that an underpayment has been verified, the SRP shall receive the full amount of underpayment in the salary warrant issued for the pay period immediately following the pay period in which the verification occurs.
    - 4) Retroactivity for underpayment shall be limited to the current year and the year immediately preceding the one in which the allegation of underpayment is made.
  - b) In the event an underpayment is discovered as a result of something other than an allegation by an SRP, the procedures shall be as follows:
    - 1) The SRP shall receive the full amount of underpayment in the salary warrant issued for the pay period immediately following the pay period in which the underpayment is determined and verified.
    - 2) Retroactivity for underpayment shall be limited to the current year and the year immediately preceding the one in which the identification of underpayment is made.
  - c) In the event any SRP is overpaid by the Board, the following procedure shall be in effect:
    - 1) Notification of said overpayment shall be provided in writing to the SRP. Said notification shall contain the supporting reasons for and dates of overpayment.
    - 2) The SRP shall reimburse the Board the full amount of verified overpayment on a basis mutually agreeable to the SRP and the Superintendent or his/her designee. Said repayment shall not extend beyond the oncoming fiscal year.

- 3) Retroactivity for overpayment shall be limited to the current year and the year immediately preceding the one in which the overpayment is identified.
10. Salary warrants will be delivered not later than 3:00 p.m. on each pay date. However, salary warrants may be picked up by all personnel until the end of the regular workday at each worksite. The Board will maintain all possible confidentiality of pay information. The person responsible for verifying the accuracy of the warrant shall seal the warrant envelope.
11. The Board shall make provisions upon request and approval by any unit member to deposit his/her paycheck directly to the Suncoast Schools Federal Credit Union or to any other financial institution associated with the Automated Clearing House Bank Program. Such funds will be transmitted for deposit no later than 4:00 p.m. on the day preceding each payday and will be credited for withdrawal in accordance with the procedure established by the Credit Union and/or the approved financial institution receiving the employee's payroll transfer.

## **SECTION B – FRINGE BENEFITS**

1. The Board agrees to contribute at an annual rate of no more than \$4,486.42 toward the cost of the benefits package for the 2005 insurance plan year. An alternative Health Opt-Out program will be provided for bargaining unit members who declare that they have health coverage through another provider and who do not choose one of the Board-approved health plans. The amount paid to opt-out program participants will be \$1,008.00 per year.
2. It is agreed that the Board and the Union shall appoint an Insurance Committee consisting of six (6) members, three (3) representing the Board and three (3) representing the Union, for the purpose of reviewing rates and investigating and recommending coverages to the Board and the Union for the purpose of negotiating the aforementioned insurance in subsequent years. The Committee shall meet no later than April 1 of each year.
3. **Eligibility**
  - a) Bus Drivers, and Transportation Assistants who work four (4) hours or more per day or twenty (20) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. If a Bus Driver or Transportation Assistant works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for the remainder of the school year even if his/her hours drop below the minimum required for coverage.
  - b) Food and Nutrition Services employees who work five (5) hours or more per day or twenty-five (25) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. Food and Nutrition Services employees eligible for insurance benefits contracted as of November 1, 1996 shall continue to receive insurance benefits until such time as their employment with the district is terminated unless such employees volunteer to have their hours reduced below four (4) hours. If a Food and Nutrition Services Assistant who becomes eligible to receive insurance benefits on or after November 1, 1996 works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for sixty (60) calendar days after the end of the month in which his/her hours drop below the minimum needed for coverage or until the end of the FNS quarter in which his/her hours drop below the minimum needed for coverage, whichever is longer.
  - c) All other SRP who work six (6) hours or more per day or thirty (30) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. SRP eligible for insurance benefits on November 19, 1987 shall continue to receive insurance benefits as long as they maintain current eligibility until such time as their employment with the district is terminated. If an SRP earning insurance benefits on November 19, 1987 drops below the work hours necessary to earn insurance benefits, he/she will lose said benefits. When the SRP's hours are increased to at least four (4) hours, he/she again would earn insurance benefits.
4. Insurance benefits are effective the first day of the month following the SRP's completion of one calendar month of employment in a benefit earning position. If dependent coverage is desired, it must carry the same effective date as employee coverage.

5. All SRP shall be given the option of choosing dependent coverage, and the cost of such coverage which exceeds the individual premium cost shall be deducted, upon authorization, from said SRP's salary warrant. The rates for dependent coverage shall be provided to the Union prior to the annual open enrollment period and to the bargaining unit members on the first day of the annual open enrollment period.
6. The open enrollment for insurance benefits shall be a minimum of thirty (30) days during the period this activity was accomplished during the 1987-88 fiscal year. A change in this period in subsequent years may be made with the mutual consent of the Board and the Union.
7. Any SRP whose dependent status changes who wishes to add or delete dependent coverage after the enrollment period shall be restricted only by the provisions as stated in the Benefit Enrollment/Change Form (MIS #161).

#### **SECTION C – PAYROLL DEDUCTION FOR ADDITIONAL BENEFITS**

1. The parties agree that the Union will be provided with two (2) payroll deduction slots in addition to the dues deduction slot. These slots will be used for Union-designated programs to include but not be limited to purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donations; or other Union-sponsored voluntary deduction programs for bargaining unit members.
2. The Union agrees to reimburse the Board for any actual start-up programming costs incurred which are normally charged to other groups who benefit from payroll deduction services.
3. A single payment will be remitted after each pay period to a depository designated by the Union for each of the two (2) additional payroll deduction slots.

#### **SECTION D - EARLY RETIREMENT MONTHLY BENEFIT**

1. Effective January 1, 1997, the Board shall provide an early retirement benefit for all SRP who:
  - a) are fifty (50) years of age or older at the time of retirement,
  - b) have twenty-five (25) or more years of creditable FRS service,
  - c) have reached the final step on his/her salary schedule,
  - d) have completed twelve (12) years of Pasco service, the last ten (10) of which must be Pasco continuous service, and
  - e) have retired under the Florida Retirement System (FRS) Defined Benefit Plan (Pension Plan) or who retires with any vested benefit in the Defined Benefit Plan (Pension Plan).

Qualifying SRP who choose to retire early on or after July 1, 2001, will receive the early retirement benefit in accordance with the following:

- f) SRP who are at least fifty (50) years of age but less than fifty-five (55) years of age at the time of early retirement will receive an amount equal to thirty-five percent (35%) of the unreduced FRS retirement benefit. The unreduced FRS retirement benefit is calculated using the premise of the SRP being sixty-two (62) years of age at the time of retirement.
- g) SRP who are at least fifty-five (55) years of age but less than sixty-two (62) years of age at the time of early retirement will receive an amount equal to one-hundred percent (100%) of the difference between the unreduced FRS benefit and the reduced FRS early retirement benefit.

At the time of early retirement, if the early retirement monthly benefit described in f) or g) above has a single sum value (present value) of less than five thousand dollars (\$5,000) as of the date the early retirement monthly benefit is first effective, then the Board will provide a one-time lump sum payment equal to the single sum value (present value) of the early retirement monthly benefit.

In lieu of the benefits described in f) and g) above, any eligible SRP choosing to retire early and who has out-of-state service, or any other qualifying service, and is eligible to purchase such service according to FRS rules and regulations, the Board may purchase such service if the purchase of such service would total thirty (30) years and enable the employee to full retirement under FRS. It is clearly understood that the Board shall provide the monthly benefit or purchase out-of-state service, or any other qualifying service, whichever is more economical for the Board.

2. This provision shall not prohibit the Board from paying additional retirement bonuses provided for in this Agreement or future bonuses agreed to by the Board and the Union.
3. No employee shall be required by the Board to take advantage of the provisions of this article.

4. If an employee chooses one of these aforementioned early retirement options, the Board will have no further obligation toward his/her retirement benefits.
5. SRP who select one of these aforementioned early retirement options are required to retire from the Florida Retirement System (FRS) and terminate their employment with the district. Therefore, such SRP are not eligible to participate in the Deferred Retirement Option Program (DROP) as the DROP requires an SRP to retire from the FRS yet continue to work within the district.

**SECTION E – DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

1. Effective July 1, 1998, employees who qualify for the Deferred Retirement Option Program (DROP) may elect to participate in that program as provided by the procedures set forth by the district and by Florida Statute 121.091. An employee’s salary, benefits, terms, and conditions of employment as specified in this Agreement will remain in full force during the employee’s participation in DROP. An employee can void his/her DROP participation at the DROP termination date, re-enroll in FRS, and continue in his/her current position in the district, by making such request in writing to the Board at least thirty (30) calendar days prior to his/her original DROP termination. An employee may resign his/her employment with the Board and terminate his/her participation in DROP prior to the original DROP termination date by submitting an amended resignation to the Board.
2. Employees who elect to enter DROP and who elect to receive a lump-sum payment of accrued vacation (annual) leave earned in accordance with Article VIII, Section B-5 of the SRP Master Contract upon beginning participation in DROP, shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits. Employees who receive a lump-sum payment of accrued vacation (annual) leave upon termination of DROP and termination of employment shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits.
3. Effective July 1, 1999, employees who enter the Deferred Retirement Option Program (DROP) and are eligible for one hundred percent (100%) of their accumulated terminal sick leave in accordance with the Meritorious Attendance Incentive Pay Program, Article XI, Section G of the SRP Master Contract, shall have their accumulated terminal sick leave paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits and according to the following.
4. The initial payment will be made on June 30 following the employee’s DROP effective date. Subsequent payments shall be made each June 30 following the employee’s DROP effective date anniversary.

<b>Payment</b>	<b>Payment Date</b>	<b>Maximum Percentage of Accumulated Terminal Sick Leave Days</b>
1	June 30	23.3%
2	June 30	25.6%
3	June 30	36.0%
4	June 30	50.8%
5	June 30	86.1%
6	Upon Separation	100.0%

5. The rate of pay used to calculate the amount to be placed in the 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be the employee’s rate of pay upon entering DROP or the employee’s rate of pay on each payment date. The employee must elect the rate of pay option upon entering DROP. The rate of pay used for the Employer Paid 403(b) Plan is the same rate of pay used in the 401(a) Qualified Retirement Plan.
6. The 401(a) Qualified Retirement Plan and the Employer Paid 403(b) Plan allows participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions.
7. Employees/DROP participants do not have access to these funds until after they terminate their employment.
8. Employees of the Board who enter the Deferred Retirement Option Program (DROP) remain eligible for Sick Leave Bank participation. However, terminal sick leave days that have been paid to the Board-approved

401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be treated as if those days still remain in the employee's accumulated terminal sick leave balance when determining commencement of sick leave bank benefits, so long as the employee has met the requirements of the sick leave bank appropriate to his/her bargaining unit contract.

**Fund Withdrawal: Employees under fifty-five years of age**

9. All participating employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and and/or an Employer Paid 403(b) Plan are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.
10. Upon separation of service or a June 30 payment of accumulated sick leave and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The Employer Paid 403(b) Plan is similar to the 401(a) Qualified Retirement Plan except for contribution limits.

**SECTION F - RETIREE HEALTH CARE PREMIUM**

1. For SRP who retire after January 1, 1997, and who were eligible for insurance benefits at the time of retirement, the Board agrees to contribute the same amount toward the retiree's health premium each year as it does toward the premium of a regular employee. The contribution will begin upon retirement and continue until the retiree is eligible to receive Medicare benefits.
2. This contribution is contingent upon the retiree meeting all of the following conditions:
  - a) thirty (30) years of service under the FRS or at least twenty-five (25) years of service under the FRS and is at least age fifty (50) at retirement;
  - b) at least twenty (20) years of service in the Pasco district;
  - c) contributes his/her Health Insurance Subsidy received from the State of Florida toward the cost of the medical premium; and,
  - d) continues to participate in a Board-sponsored health plan after his/her retirement.
3. Effective July 1, 2000, if an SRP retires as a result of full disability, funds from the insurance fund's retained earnings will be used to contribute the same amount toward the retiree's health premium (medical, dental, and vision) each year as the Board does toward the premium of a regular employee. The contribution will begin upon retirement and continue until the retiree receives Medicare benefits or until twenty-four (24) months have elapsed from the date of retirement, whichever comes first.

This condition is contingent upon the retiree meeting all of the following conditions:

- a) the SRP must have completed at least ten (10) years of creditable service under the Florida Retirement System (FRS);
- b) the SRP must have completed at least ten (10) years of service in the district;
- c) the SRP must be approved for full disability retirement under the FRS and have provided the district with proof of application for full disability retirement under the Social Security Administration;
- d) the SRP must contribute his/her Health Insurance Subsidy received from the State of Florida toward the cost of the health premium; and,
- e) continues to participate in a Board-sponsored health plan after his/her retirement.

**SECTION G - MERITORIOUS ATTENDANCE INCENTIVE PAY**

**1. Retirement Incentives**

The District School Board of Pasco County will provide meritorious attendance incentive pay to members of the bargaining unit at normal retirement (retirement under any established retirement plan with full or reduced benefits as provided by law) or to the bargaining unit member's beneficiaries if service is terminated by death. Meritorious attendance incentive pay shall be determined as follows:

- a) During the first three (3) years of service in a Florida school district, the daily rate of pay multiplied by 35 percent (35%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- b) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 40 percent (40%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- c) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 45 percent (45%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- d) During and after the tenth (10th) year of service in a Florida school district, the daily rate of pay multiplied by 50 percent (50%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- e) During and after the fifteenth (15th) year of service in the Pasco school district, the daily rate of pay multiplied by 75 percent (75%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- f) During and after the twentieth (20th) year of service in the Pasco school district, the daily rate of pay multiplied by 100 percent (100%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- g) The Board will provide a 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on meritorious attendance incentive pay for those employees retiring under the Florida Retirement System (FRS) with full or reduced benefits and who meet the following:

<b>Service</b>	<b>Minimum Accumulated Sick Leave Balance</b>
Ten (10) years creditable FRS service	240 hours
During and after the 15th year of service in the Pasco County School District	160 hours
During and after the 20th year of service in the Pasco County School District	120 hours

Subject to annual plan contribution limits and the requirements specified above, payment to a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be credited in the name of the employee upon retirement.

**Fund Withdrawal: Employees under fifty-five years of age**

All participating employees who are under fifty-five (55) years of age at the time of termination and choose at that time to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.

**2. Plan Contributions**

Upon separation of service and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The employer Paid 403(b) Plan is similar to the 401(a) qualified Retirement Plan except for contribution limits.

**3. Separation Incentives**

If employment is terminated for any reason other than retirement or death, members of the bargaining unit shall receive one-half (1/2) the percentage of all accumulated Sick Leave as stipulated in the schedule in Article XI, Section G, paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), and 1(f). This language shall not apply to employees who choose to transfer their accumulated Sick Leave to another Florida school district.

**SECTION H - GROUP MEDICAL BENEFITS RECOVERY INCENTIVE PROGRAM (INDEMNITY-PPO AND HMO PROGRAMS)**

The District School Board of Pasco County agrees to establish a Group Medical Benefits Recovery Incentive Program. This program is designed to provide a cash incentive to employees who discover and arrange for the recovery by the Group Benefits carrier/administrator of overcharges made on their own or insured dependents' medical bills which in turn result in benefit dollars saved by the employees' Group Medical Benefits Plan.

1. The cash incentive paid to an insured employee who discovers an overcharge on a medical bill for that employee or his/her dependent and paid as an allowable charge by the School Board benefits carrier/administrator shall be fifty percent (50%) of the amount of the overcharge that is recovered by the benefits carrier/administrator as a result of direct negotiation between the employee and the provider and shall be limited to a maximum of \$1000 for each overcharge. No refund shall be made to the insured employee until the group carrier/administrator receives the actual refund from the provider of service.
2. For purposes of the cash incentive, only hospital expenses, clinical laboratory charges, physician fees, and other eligible medical expenses covered by the Group Benefits Plan shall be considered in determining the amount payable to insured employees under this program.
3. The employee shall contact the Union office to obtain a Request for Reimbursement form and procedures. After the overcharge has been recovered, the Group Medical Benefits carrier/administrator shall disburse a check to the employee in the amount of the cash incentive. Cash incentives are considered income to employees for tax purposes and subject to being reported on their federal income tax return.
4. The Board shall not get involved in resolving any differences between the employee and the medical providers of service with respect to disputed charges. Insured employees shall be solely responsible for handling such disputes.

**SECTION I - EDUCATION SUPPLEMENTAL PAY PLAN**

1. Supplemental pay may be earned in the following ways:

a) **The District Staff Development Plan**

- 1) Each SRP may earn up to ninety-six (96) points each year for education supplemental pay purposes by successfully completing those components designated as job related by the Director of Staff Development.
- 2) For each ninety-six (96) points thus earned, a seven cents (\$.07) per hour supplement will be awarded.

OR

b) **Adult Education Courses**

- 1) Each SRP may earn points each year for education supplemental pay purposes by successfully completing those adult education courses designated as job related by the appropriate administrator: Director of Food and Nutrition Services for FNS workers, Director of Facility and Maintenance Services for facility and maintenance workers, District Custodial Services Coordinator for Custodians, Director of Transportation for Bus Drivers, etc.
- 2) One (1) point shall be awarded for each adult education course clock hour.
- 3) For each ninety-six (96) points thus earned, a seven cents (\$.07) per hour supplement will be awarded.

OR

c) **College Credit Courses**

- 1) Each SRP may earn points each year for education supplemental pay purposes by successfully completing college courses taken at a college accredited by one of the regional accrediting associations or at a college accredited by an association which is a member of the Council on Post Secondary Accreditation (COPA).
- 2) For each six (6) semester hours of credit earned, a seven cents (\$.07) per hour supplement will be awarded.

d) **Combinations**

- 1) Staff development points, adult education courses, and college credit courses may be combined as follows: one (1) semester hour of college credit = sixteen (16) points and one (1) adult education clock hour = one (1) point.



2) No duplication will be permitted.

**e) Supplement Ceiling**

A maximum of \$1.68 per hour may be earned under this plan.

**f) Responsibility to Notify**

- 1) It will be the responsibility of the employee to notify the Director of Human Resources of his/her eligibility for education supplemental pay and provide any necessary supporting documentation.
- 2) Beginning July 1, 1982, the addition due to education supplemental pay shall be effective for the pay period following the receipt of the necessary documentation in the district Human Resources office and evaluation and approval by the Director of Human Resources or his/her designee. Beginning July 1, 1989, any increase due to education supplemental pay shall be retroactive to the beginning of the first pay period following completion of the inservice in which an employee reaches or exceeds ninety-six (96) points.

**g) Eligibility**

- 1) Occupational Therapy Assistants, Physical Therapy Assistants, and Social Educator (Headstart Program) are eligible to receive Education Supplemental Pay for inservice points earned after January 1, 1997, according to the District Staff Development Plan as specified in paragraphs 1 a) 1) and 1 a) 2) of this section.
- 2) Prekindergarten Teachers (CDA) are eligible to receive Education Supplemental Pay for inservice points earned after July 1, 1998, according to the district staff development plan as specified in paragraphs 1 a) 1), and 1 a) 2) of this section.

**SECTION J – EMPLOYEE ASSISTANCE PROGRAM (EAP)**

An Employee Assistance Program will be provided for the purpose of offering employees, upon their request, short-term counseling and/or assistance with referrals for appropriate services. The program will also promote programs for wellness, nutrition, exercise, and stress reduction.

Participation or nonparticipation in the EAP shall be voluntary and shall not be a factor in any adverse employment action by the Board. All personally identifiable information relating to an employee as a result of an employee's participation in the EAP shall be held in strictest confidence by the director and staff of the EAP and such shall not be made a part of or otherwise noted in the employee's personnel file.

An EAP Committee will be established for the purpose of evaluating the services provided which shall include, but not be limited to, the services provided, the cost and funding source, availability, accessibility, utilization, and its effectiveness toward meeting the needs of the employees. The committee shall meet periodically during the school year and by May 1 of each year make recommendations to the Board and USEP for the purpose of further negotiating the improvement and/or revision of the program. The EAP Committee will function as a subcommittee of the current Insurance Committee. The Board and USEP will mutually agree to appoint members to the EAP subcommittee who are not current members of the Insurance committee. The EAP committee shall consist of an equal number of members selected by the Board and USEP.

The USEP President maintains the right to review and approve any EAP materials and attend any meetings intended for the promotion of the EAP to bargaining unit members.

**END OF ARTICLE XI**

**ARTICLE XII – RULES GOVERNING THIS AGREEMENT**

**SECTION A – CONFORMITY TO LAW**

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction and no appeal has been taken within the time provided for doing so, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) upon receipt of notice from the federal or state government or other designated auditing agencies that provisions of this Agreement shall result in a loss to the district of funds, property, or services made available through federal and/or state law, then that provision shall be of no force or effect but the remainder of this Agreement shall remain in full force and effect. Substitute action shall be subject to appropriate negotiation between the parties.

**SECTION B**

The articles in this Agreement supersede and override conflicting items in Board policies. Further, the Board agrees that said policies shall be amended to conform to the provisions of this Agreement.

**SECTION C**

Whenever any notice is required to be given either party to this Agreement by the other part, either shall do so by registered letter at the following address:

If to the Union:

P. O. Box 1098

Land O' Lakes, Florida 34639

If to the Board:

7227 Land O' Lakes Boulevard

Land O' Lakes, Florida 34638

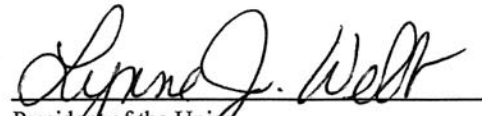
**END OF ARTICLE XII**

**ARTICLE XIII - DURATION**


1. This Agreement shall remain in full force and effect until midnight, June 30, 2008, and shall be renewed automatically from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after notification.
2. During any reopening of negotiations for changes to take effect during the term of this Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.
3. This Agreement may be reopened for the 2006-2007 school year and each subsequent school year on Article XI, Addendum A, salaries, items affected by legislation, mutual consent of both parties, and all currently established Memorandums of Understanding. The Union and the Board may each select a total of three (3) additional items to reopen for negotiations.
4. The agreements contained herein constitute the full and complete Agreement between the Union and the Board and shall not be changed, altered, modified, or amended by either party except as provided in paragraphs 2 and 3 above.



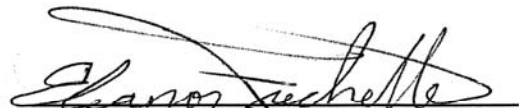
Chairperson of the Board




President of the Union




Superintendent of Schools



SRP Vice President of the Union



Chief Negotiator for the Board



Chief Negotiator for the Union

## **ADDENDUM A -- RULES GOVERNING THE SALARY SCHEDULE**

1. All SRP shall be paid according to their job title, salary schedule, and the rules governing that schedule.
2. Effective November 19, 1987, any SRP employed in Pasco County whose service is interrupted due to active military service shall be granted experience for a maximum of four (4) years as if he/she had been serving within the district.
3. In order to receive credit for a year of Pasco continuous service, an SRP must be in paid duty status one day more than one-half (1/2) of his/her work year. However, in the event an SRP is reassigned or promoted, credit will be given if that person would have received credit in either position. An SRP who receives credit for a year of Pasco continuous service will advance one (1) step on the salary schedule.
4. Pay dates for the 2006-2007 school year and the number of salary warrants will be negotiated during the 2006-2007 negotiations.
5. In the event that any regular pay date falls on a weekend or during any holiday period, paychecks shall be issued on the last working day preceding said weekend or holiday period.
6. An SRP who terminates his/her employment during the school year shall receive all pay owed him/her within twenty (20) days of the termination date.
7. SRP who have pay warrants due after their last day of work may leave a stamped, self-addressed envelope for each warrant due with the worksite supervisor who will mail the warrant(s) to the SRP.
8. Upon Union request, step increases for the 2006-2007 school year shall be withheld to allow restructuring of the salary schedules.
9. Summer School and/or Extended School Year salaries, effective for the 2005-2006 Summer School and/or Extended School Year shall be at the SRP's regular hourly rate of the prior (ending) school year (e.g., 2005-2006 for 2006 Summer School and/or Extended School Year.)

### **Service Factor**

1. To be eligible to receive the Service Factor, an SRP must have earned at least one year's credit of Pasco continuous service since arriving at the top step of his/her salary schedule.
2. The Service Factor is determined by multiplying five hundredths (.05) times the number of years of Pasco district employment times the number of hours worked daily times the length of the individual SRP's work year to equal an amount. The amount is spread equally over the SRP's pay dates.
3. SRP eligible to receive the Service Factor will receive an additional eighty cents (\$.80) per hour.

**END OF ADDENDUM A**

**ADDENDUM B**  
**FEDERAL DRUG AND ALCOHOL TESTING PROGRAM FOR HOLDERS OF FLORIDA**  
**CLASS A OR B COMMERCIAL DRIVERS' LICENSES**

The Board and Union recognize that employees who are required to hold a Class A or Class B Commercial Drivers License (CDL) as a condition of employment and/or who, in the course of their employment, may be required to drive a vehicle for which a Florida Class A or B Commercial Drivers License is required (hereinafter referred to as *covered employees*) must comply with the Omnibus Transportation Employee Testing Act of 1991 (OTETA), regulations of the Federal Highway Administration contained in 49 CFR Parts 40 and 382, et al., and Section 1012.45, Florida Statutes.

**Notification**

The Board shall provide all covered employees with educational materials that explain the requirements of the Program and the Board's policies and procedures with respect to meeting these requirements. Each employee who has received a copy of these materials shall be required to sign a statement certifying that he/she has received a copy of these materials.

**Testing**

Testing of covered employees shall be done in accordance with applicable Federal and State law. The employee shall be paid his/her regular hourly rate for the time involved for such testing beyond the employee's normal working hours unless such testing results in an employee working beyond forty (40) hours that week. In such cases, the employee shall be compensated at one and one-half (1 1/2) times his/her regular hourly rate unless exempt from the overtime provisions of the Fair Labor Standards Act. Refusal to report for testing when notified to do so shall be considered a positive test.

**Positive Test Results for Alcohol or Prohibited Substances**

If a covered employee tests .02 to .039 for breath alcohol, he/she shall be removed from performing the duties of his/her safety-sensitive position for twenty-four (24) hours. If the employee has accrued Sick or Vacation Leave, he/she shall be permitted to use such leave during this period. A conference may be held with the employee in an attempt to determine why he/she tested .02 to .039 so as to prevent recurrence.

If an employee tests .04 or higher for breath alcohol or tests positive for any prohibited substance, he/she shall be removed from performing the duties of his/her safety-sensitive position, and he/she shall be referred to a substance abuse professional. In addition, there will be other employment consequences which may include termination. In the event that the primary specimen confirms the presence of prohibited substances, and the employee believes there has been an error in the analysis, he/she may request that the split specimen be tested. The cost of this second analysis shall be the responsibility of the employee. However, should this analysis produce a negative result, the Board shall reimburse the employee for the cost.

**Reasonable Suspicion**

When a supervisor believes that a covered employee is in violation of OTETA regulations, he/she shall confer with the district OTETA administrator or designee who shall decide whether to proceed further. If the OTETA administrator or designee meets with the employee for the purpose of notifying him/her that reasonable suspicion testing will be required, he/she shall do so in conjunction with a trained supervisor. A Union representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification. Because time is important when giving an alcohol test, the meeting will not be delayed if the Union representative is unable to be present at the specified time for the meeting to begin. During the meeting, the OTETA administrator will cite the indicators which led to the reasonable suspicion, and the employee shall be given an opportunity to give an explanation if he/she desires.

**Confidentiality**

Confidentiality required by OTETA regulations will be observed, and no voluntary report of a test required by these regulations shall be made to the Florida Department of Highway Safety and Motor Vehicles.

**END OF ADDENDUM B**

## ECONOMIC PROPOSAL 2005-2006

### SALARIES

1. A total amount of \$931,105 will be provided to pay step increases for all SRP. This amount will include the appropriate service factor and longevity payments.
2. An additional amount of \$1,782,826 will be provided to improve all SRP salary schedules.
3. An additional amount of \$82,132 will be provided to the Education Supplemental Pay Plan to increase the incremental hourly supplement from six point five (6.5) to seven (7) cents per hour.
4. An additional amount of \$245,171 will be added to longevity payments to increase the hourly supplement from sixty (60) to eighty (80) cents per hour.
5. An additional amount of \$46,107 will be provided to improve the relief driver supplement from twenty-five (25) cents to one dollar (\$1) per hour.
6. An additional amount of \$5,300 will be provided to improve the Distribution and Materials Handler supplement from twenty-five (25) to fifty (50) cents per hour.
7. An additional amount of \$14,324 will be provided to increase the biweekly supplement for recognized ASE Certification Courses from fifteen point forty-five (\$15.45) to eighteen point eighty-five (\$18.85) dollars.
8. An amount of \$17,108 will be transferred from item 13 below to increase each of the recognized Interpreter/Transliterator supplements by one dollar (\$1) per hour and to reclassify the position from Instructional Assistant Interpreter/Transliterator to Sign Language Interpreter.
9. An additional amount of \$5,929 will be provided to increase the biweekly supplement for Maintenance IAA from one thirty point zero four (\$130.04) to one fifty point seventy-seven (\$150.77) dollars or one half (1/2) of the Crew Chief supplement, whichever is greater.
10. An additional amount of \$11,760 will be provided to offer a one dollar (\$1.00) per hour supplement to all Technology Services Technician II's who are certified to complete warranty repair work for which the company and district have a warranty program agreement.
11. An additional amount of \$7,938 will be provided to move Maintenance IV's onto the Maintenance III salary schedule, thus eliminating the Maintenance IV position.
12. An additional amount of \$40,825 will be provided for costs associated with fingerprinting, background checks resulting from fingerprinting, and FDLE fingerprint record maintenance of/for employees.
13. Identified paraprofessionals and instructional assistants who have earned their Associate of Arts (AA) Degree, earned sixty (60) hours of college credit at an accredited college or university, or passed a rigorous assessment test will continue to receive an hourly supplement of one dollar (\$1.00) per hour. This supplement will not take away from any compensation provided under the Education Supplemental Pay Plan.
14. When a stipend is paid for voluntary inservice, the stipend will be paid at \$6.75 per hour.
15. The Extracurricular Trip rate for bus drivers will be Step 7 of the Bus Driver Salary Schedule.
16. An SRP who works in an optional program after school, on weekends, or other additional days shall continue to be paid in accordance with the salary schedule applicable to the position worked.
17. Summer School and Extended School Year rates of pay will continue to be the regular rates of pay of the SRP.
18. All other current supplements and differentials will continue to be paid at the 2004-2005 rates.
19. Increases in 2 through 11 above will be retroactive to the first workday of the 2005-2006 school year. No increases will be provided to SRP who were employed on or after July 1, 2005, but leave the district prior to ratification of this agreement.

### FRINGE BENEFITS

The Board agrees to contribute \$4,711.82 (an increase of \$225.40) per eligible employee toward the cost of the benefits package for the 2006 insurance plan year. Should there be a reduction in the 2006 plan year health insurance renewal rate, the Board will continue to fund the plan at this level and any savings will be applied to pay any insurance plan deficits for the 2005 plan year. Any remaining savings will be applied to the insurance cost for the 2007 plan year or to salaries for 2006-2007. In addition, the alternate "opt-out" program shall be provided to bargaining unit members with existing coverage who do not choose one of the Board-approved health plans. The amount of this "opt-out" will be \$1,008.

### END OF ECONOMIC PROPOSAL

## **MEMORANDUM OF UNDERSTANDING**

### **Additional Days for Off-Site Prekindergarten Programs**

The district provides full-day/full-year services for students in the district's prekindergarten programs that are housed at sites that are not located at a school. In order to provide these additional services to students in such programs, periods of additional days must be provided for SRP beyond their regular calendars. Therefore, beginning July 1, 2002, SRP assigned to such programs will have the following additional rights and benefits:

1. The right to first refusal of any and all additional days at the center to which the SRP is assigned. Any SRP choosing not to accept additional days shall not be penalized.
2. The right to earn up to two (2) additional sick leave days per year at the rate of one (1) day for each twenty (20) additional days worked if such periods of additional days are consecutive with the SRP regular calendar.
3. The right to utilize accumulated sick leave during periods of additional days.
4. SRP will be paid the regular rate of pay for the position.

## **MEMORANDUM OF UNDERSTANDING**

### **Asbestos Exposure Procedure**

In compliance with the requirement of the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 Section 91, the District School Board of Pasco County (DSBPC) has implemented an operations, maintenance, and repair program to deal with the disturbance of non-intact asbestos containing materials and intact materials that may become non-intact as a result of construction or maintenance activities. Furthermore, the DSBPC in adherence with the Occupational Safety and Health Administration's construction standard for asbestos, 29 CFR 1926.1101, assumes certain building materials to be asbestos in buildings constructed prior to 1981. However, in all cases where information, data, and analysis supporting the determination that the assumed or Presumed Asbestos Containing Material (PACM) does not contain asbestos, then the material is considered a non-asbestos containing material.

If materials that are suspect or PACM are encountered during the performance of their work, and these materials were not identified to them before the commencement of their work, employees are required to stop and inquire through their immediate supervisor to determine if the status of the material is known.

In these situations, it is the policy of the DSBPC that no employee will proceed with his/her work until verification of the material has been made and any asbestos content determined. This determination will be made either through existing information contained in the AHERA Management Plan, or by collecting a sample of the material and sending the sample to a certified laboratory for analysis.

In the event an employee has disturbed a material believed by him/her to be asbestos, the following procedures will immediately be implemented:

1. All employees in the immediate area will stop work.
2. The area around the place where the PACM has been disturbed will be cleared of all personnel.
3. The affected employees will contact their immediate supervisor or the DSBPC's environmental staff. Any supervisor who has been notified of a potential asbestos disturbance must immediately notify the DSBPC's environmental staff.
4. The area will be regulated and entry into the area will be restricted to authorized personnel only. Signs will be displayed on all approaches to the area to prevent unauthorized persons from entering.
5. In compliance with AHERA, situations where more than three (3) square feet or three (3) linear feet of non-intact (friable) PACM has been disturbed, the air conditioning system for the affected area will be shut off to prevent the possible distribution of fibers to other areas of the building.
6. As soon as the area is secure and the incident has been reported, the affected employee(s) must proceed to the nearest shower facility and either take a shower, or as a minimum precaution, wash his/her face, hands, and hair.
7. In addition, if an employee has been exposed to non-intact (friable) PACM, he/she must take the following precautions. Place any clothing thought to have been exposed to a PACM into a plastic bag or other sealable container. The clothing must remain sealed in this container until the PACM has been analyzed or identified

as a non-asbestos containing material. If the PACM is determined to be asbestos containing, the clothing will be disposed of as an asbestos waste. Replacement clothing of equal value and type will be purchased from funds provided in Article IX, Section D of the SRP Collective Bargaining Agreement. Work boots will be HEPA vacuumed, wet-wiped, and reused.

Following notification of the incident to the environmental staff, a cross-reference of the facilities AHERA Management Plan will be made to determine if the material has been previously identified, sampled, and analyzed. If the material cannot be referenced, it will be assumed that the disturbance has been of an asbestos containing material and the environmental staff will dispatch a clean-up crew through a DSBPC approved abatement contractor. The complete area will be cleaned using asbestos cleaning techniques. Either the DSBPC's Environmental Specialist or a representative of the environmental consulting company will proceed to the site and collect samples of the suspect material for analysis and identification.

In situations where the asbestos content of a material is unknown the site will be considered an asbestos contaminated area until the analysis of samples collected indicate otherwise.

The DSBPC intends to continue to use certified asbestos contractors for the removal of asbestos containing materials in conjunction with maintenance personnel performing small maintenance projects on intact (non-friable) materials.

### **MEMORANDUM OF UNDERSTANDING**

#### **Bus Driver, Alternative School Bus Driver/Paraprofessional, Instructional Assistant/Alternative School Bus Driver, Relief Bus Driver, and Transportation Assistant**

##### **Bonus**

The Board and Union recognize the need to reward Bus Drivers, Relief Bus Drivers, Alternative School Bus Driver/Paraprofessionals, Instructional Assistant/Alternative School Bus Drivers, and Transportation Assistants who exhibit responsible use of sick leave. Both parties agree that the Board will pay one hundred dollars (\$100.00) to each Bus Driver, Relief Bus Driver, Alternative School Bus Driver/Paraprofessional, Instructional Assistant/Alternative School Bus Driver, or Transportation Assistant with perfect attendance for each academic quarter of this school year. The employee must be on duty the entire workday during the academic quarter to be eligible to receive the \$100.00 payment. In addition, a Bus Driver, Relief Bus Driver, Alternative School Bus Driver/Paraprofessional, Instructional Assistant/Alternative School Bus Driver, or Transportation Assistant who has had perfect attendance for either of the two academic semesters shall receive an additional bonus of one hundred dollars (\$100.00) for each academic semester for which he/she has perfect attendance. The payments shall be subject to appropriate taxes.

Perfect attendance is defined as no use of sick days or personal days with the exception of Judicial Leave as defined in Article VIII, Section B, subparagraph 4, attendance at district committees for which the SRP is a member, union leave as defined in Article III, Section A, subparagraph 14 for members elected as delegates to represent USEP at the FEA Convention, or such absences during the initial quarter in which the employee is called to active military duty with one of the armed services.

### **MEMORANDUM OF UNDERSTANDING**

##### **Dress Code**

**for Transportation Department (Bus Driver, Alternative School Bus Driver/Paraprofessional, Instructional Assistant/Alternative School Bus Driver, Relief Bus Driver, and Transportation Assistant), Facility and Maintenance Services Department (Air Conditioning Specialist, Maintenance I, IA, IAA, II, III) Distribution Services (Courier, Distribution and Materials Handler, Records and Materials Handler)**

##### **Official Uniform (Voluntary)**

Navy blue slacks or skirt

White shirt with collar (long or short sleeves)

County patch on left shoulder

Black shoes

Black Belt

Uniform shirt and pants through district approved uniform provider  
Shoes/footwear appropriate for the position/assignment

**Acceptable Articles of Dress**

Slacks, skirts, dresses  
Jeans (not ragged or patched)  
Skorts and culottes of appropriate length  
Walking shorts. The length must be within 2” of the kneecap, and must be solid in color, either dark blue (navy), black, or khaki (no denim)  
Sleeveless blouses with collar for women  
Shirts with collar (long or short sleeves)  
School T-shirts  
T-shirts in a solid color is appropriate for manual labor  
Footwear with a closed heel and toe

**Unacceptable Articles of Dress**

Tank tops or muscle shirts  
Exercise clothing (sweat suits, warm-ups)  
T-shirts  
Headwear that interferes with visibility  
Footwear without a closed heel or toe  
Decorations, symbols, mottoes, or designs imprinted on clothing which depict alcoholic beverages, are derogatory or offensive to individuals or groups of individuals, or are otherwise offensive to good taste or the maintenance of good decorum.

**MEMORANDUM OF UNDERSTANDING**

**Educational Paraprofessionals/Instructional Assistants, and Other eligible SRP  
Career Development Program**

The Board and the Union agree to continue the committee to develop a program to assist classroom paraprofessionals/Instructional Assistants and other eligible SRP with monetary assistance for those enrolled as degree-seeking students in a college of education.  
The committee will recommend the use of funds that are available for this purpose and establish eligibility criteria in accordance with grant or district guidelines.  
The committee will continue to meet throughout this school year.  
The committee will present the program to the Superintendent for his/her approval.

**MEMORANDUM OF UNDERSTANDING**

**Extended School Year (ESY)**

The Board and Union agree to meet during the school year to review the current memorandum of understanding regarding extended school year and make any necessary adjustments.

**MEMORANDUM OF UNDERSTANDING**

**Federal and State Legislation**

During this school year, the Board and the Union agree to bargain any changes that are subject to collective bargaining resulting from any legislation affecting the wages, hours, and terms and conditions of employment of bargaining unit members.



## **MEMORANDUM OF UNDERSTANDING**

### **Fourth of July Paid Holiday**

The workday on which the 4th of July holiday is celebrated shall be a paid holiday for those SRP whose regular work calendar normally includes such date and who work a full work year for their position.

This will bring to seven (7) the number of paid holidays for those eligible SRP who work a full work-year for their position.

All other provisions of Article VII, Section J-Paid Holidays remain in effect.

## **MEMORANDUM OF UNDERSTANDING**

### **Indoor Air/Environmental Quality Issues**

The Board and Union agree to establish a committee in an effort to develop and propose school-based and district-level procedures and standards to address indoor air quality and environmental quality issues. The committee will consider various resources which include, but are not limited to, the American Federation of Teachers (AFT) and the Environmental Protection Agency (EPA). The membership of this committee will be determined by the President of USEP and the Superintendent.

Any committee recommendations will be made to the Superintendent.

## **MEMORANDUM OF UNDERSTANDING**

### **Job Sharing**

The Board and the Union recognize the need to allow increased flexibility in finding and successfully completing college courses, as well as maintaining a family focus. The district shall provide a job sharing program as follows:

Job sharing is the employment of two (2) SRP performing the duties and responsibilities of one individual. Job sharing is not designed to be permanent part-time employment or to provide opportunity for individuals to work for another employer.

Two (2) benefit earning SRP who wish to share one position must first request and obtain the approval of their principal/supervisor. Upon approval of the principal/supervisor, the request for job sharing must be sent to the Director of Employee Relations and the President of USEP by April 1 for approval. If approved, two (2) SRP may participate in the job sharing program for the next school year. Upon approval of the principal, the two (2) SRP may request to extend job sharing for additional years to a maximum of five (5) years. Each year, requests for extensions must be sent to the Director of Employee Relations and the President of USEP by April 1 for approval. Job sharing will be approved in one-year periods.

Reasons for an SRP requesting to job share may include the following:

- a) Childcare.
- b) Medical condition of the SRP or immediate family member. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.
- c) Advanced study leading toward a higher degree.
- d) College work leading toward certification in education.

SRP approved for job sharing must agree to the following conditions of employment:

- a) Each SRP must work one-half (1/2) day of the benefit earning position. The schedule of duties and assignments shall be made by the principal/supervisor. Any changes must be approved by the principal/supervisor.
- b) Each SRP shall be credited with four (4) one-half (1/2) days of Sick Leave at the end of the first month of employment each year and shall earn one-half (1/2) day of Sick Leave each month thereafter. Sick Leave will be credited each pay period until the yearly allotment is reached. Each SRP shall be allowed up to six (6) one-half (1/2) days of personal leave. Such leave will not be cumulative and shall be deducted from accrued sick leave when used.
- c) Each SRP in a vacation earning position shall earn vacation according to Article VIII, Section B-5.

- d) Each SRP shall receive the appropriate contributions for the Florida Retirement System and social security.
- e) Each SRP will be paid as shown on the appropriate salary schedule.
- f) For the purposes of seniority and credit on the salary schedule, assignments for each SRP will constitute more than one-half of the school year thus entitling each SRP to one year of service.
- g) One SRP will receive full benefits, health, and flexible benefits, as provided by the district. The other SRP will sign a waiver of such benefits.
- h) Should one of the two SRP job sharing have to vacate his/her position during the year due to unavoidable circumstances, the remaining SRP will assume that position. However, in cases where a replacement for the vacating job sharing SRP can be found who is approved by the principal/supervisor, the Director of Employee Relations, and the President of USEP, the position may continue as a job sharing position.
- i) Upon return from an approved job sharing position of no more than one (1) year, an SRP shall be placed in the same position held upon applying for said job sharing position if such position exists. Any SRP who is hired for the purpose of replacing an individual who is job sharing will be notified upon employment that employment is for the period of the job share and will sign a condition of employment letter which states that they will be terminated at the end of the period. In the event the SRP does not return from his/her job sharing position or extends the job sharing agreement beyond one (1) year, the person occupying the position shall continue that position.
- j) If a job share is extended beyond one (1) year, upon completion of the job share one (1) of the two (2) SRP will be laid off in accordance with Article VII, Section D, of the SRP Master Contract.
- k) Other working conditions and benefits as stipulated in the SRP Master Contract may not be applicable and subject to waiver based upon the needs of the students, school, or position. Such waivers shall be agreed to by the Director of Employee Relations and the President of USEP.

## **MEMORANDUM OF UNDERSTANDING**

### **Monitoring of Pre-K Students on Buses**

Beginning with the 2003-2004 school year, all district prekindergarten students transported on district school buses will be transported in a specified Child Safety Restraint System and each bus transporting prekindergarten students will have a monitor on the bus.

The Board and Union agree to the following guidelines relative to the use of school based instructional assistants/paraprofessionals for the bus monitoring function:

1. Appropriate training will be provided.
2. When the monitoring assignment establishes a regular workday longer than what the SRP's regular workday was without the monitoring duties, the workday will be represented in quarter hour increments. (7.25, 7.5, etc.)
3. Sick leave will be earned based on the SRP's established regular workday.
4. Sick leave will be used according to the SRP's established workday at the time of use.
5. The length of the SRP's regular workday may change due to student ridership or a bus route change.
6. Seniority will be considered when making monitor assignments.
7. SRP input will be considered when it is necessary to designate a pick-up or drop-off point for the monitor other than his/her regular worksite.
8. Coverage for an absent monitor shall be provided by the Transportation Department whenever feasible. Should the Transportation Department be unable to provide coverage then the school will share in the responsibility for finding a replacement.

The Board and Union further agree to monitor the implementation of this program throughout the 2005-2006 school year, and to meet and discuss any problems or issues that may arise.

## **MEMORANDUM OF UNDERSTANDING**

### **NNB and Administrative Settlement Review**

In an effort to address salary equity concerns among bargaining and nonbargaining units, the Board shall provide the Union with salary schedules, matrices, financial calculations, and change summaries for administrative and non-bargaining units so that the Union may offer feedback and comment prior to the implementation of such salary increases.

## **MEMORANDUM OF UNDERSTANDING**

### **No Child Left Behind Act Impact on SRP Layoff and Recall**

The Board and Union recognize that provisions of the Board's Staffing Quality Classrooms plan, which was developed to reach compliance with certain requirements of the No Child Left Behind Act, will have an impact on the administration of SRP layoff and recall procedures.

Therefore, for the purpose of layoff and recall, the Board and Union agree that paraprofessionals and instructional assistants in a specific area of assignment will be considered as one group. {Example: Paraprofessional (ESE) and Instructional Assistant (ESE) will be considered as one area of assignment.}

It is also understood that paraprofessionals hired after January 8, 2002, are not eligible for recall to a position in a Title I school. No paraprofessional, regardless of his/her date of hire, is eligible for recall to a Title I school beginning with the 2006/2007 school year.

The Board and Union will evaluate the effect these conditions have on the layoff and recall process.

## **MEMORANDUM OF UNDERSTANDING**

### **Noninstructional Sick Leave Withdrawal**

The Board and the Union agree to increase the number of days a Noninstructional Sick Leave Bank member may withdraw from the Bank for an illness or injury that is less than catastrophic from twenty (20) days to thirty (30) days. In any event no more than a maximum of thirty (30) days may be granted to anyone with a less than catastrophic illness or injury. This memorandum supersedes the language in Article VIII, Section B-6(b)(1).

The effect this change may have on the Bank will be assessed at the end of the 2004-2005 school year. Should this change cause a significantly negative effect on the Bank, withdrawal limits will return to the levels specified in Article VIII, Section B-6(b)(1) of the SRP Master contract.

## **MEMORANDUM OF UNDERSTANDING**

### **Refingerprinting, Retention of Fingerprints, and Five (5) Year National Check**

Florida Statutes require retention of fingerprints for SRP in a Florida Department of Law Enforcement (FDLE) automated fingerprint identification system and a national check of the fingerprints every five (5) years. All SRP fingerprints submitted on or after July 1, 2004 have been entered into this system. SRP fingerprints submitted prior to July 1, 2004 cannot be entered into the system. Therefore, all current SRPs fingerprinted prior to July 1, 2004 must be refingerprinted. The refingerprinting must be completed prior to July 1, 2009. The statute states that the cost of the refingerprinting may be borne by the employee or employer.

The refingerprinting fee is currently \$61.00 per SRP. The fee includes a \$24.00 fee for a national records check and a \$6.00 fee for the first year of retention of the fingerprints by the FDLE. Thereafter, the retention fee must be paid each year and the fee for the national records check paid every five (5) years.

In order to comply with the law and provide a benefit to SRP, the Board and the Union agree to the following:

1. Beginning in the 2005-2006 school year, the Board will begin a four (4) year process of refingerprinting affected SRP with the intent of refingerprinting approximately twenty-five percent (25%) of the group in each of the four (4) years.

2. The Board will perform the refingerprinting at each school/worksite. Advance notice of the date(s) the refingerprinting will occur at each school/worksite will be provided and SRP will sign up for a time to be refingerprinted.
3. SRP who are not available to be refingerprinted when the refingerprinting is performed at their school/worksite must make arrangements to be refingerprinted at another school/worksite or the district office during that school year. SRP who fail to be refingerprinted during the year in which they are designated to do so will pay the refingerprinting fee when they are refingerprinted.
4. No release time will be given for refingerprinting for those employees who failed to be fingerprinted at their scheduled location.
5. The Board will pay the refingerprinting fee.
6. The Board will pay the retention fee.
7. The Board will pay the fee for the five (5) year national check.

The estimated cost for 2005-2006 is \$40,825. The fee structure as described is subject to change.

### **MEMORANDUM OF UNDERSTANDING**

#### **Reservists Called to Active Military Duty Following the September 11, 2001 Terrorist Attack**

Beginning September 11, 2001, and continuing through this school year all SRP who are reservists called to full time active military service as a result of the terrorist attacks against our nation shall be paid according to the salary schedule plus any applicable supplements for the first thirty (30) days of such service.

Thereafter, any such reservists shall have his/her total gross military pay supplemented up to the amount he/she was earning on the salary schedule plus any applicable supplements at the time the reservist was called to active duty. For the purpose of administering this provision, after the first thirty (30) days of such service, the reservist shall be required to provide documentation of total gross military pay by providing copies of the "monthly leave and earnings statement" or comparable certified information to the Board and shall provide a copy of his/her orders or comparable statement giving estimated length of full time active service. The reservist shall provide updated documentation should he/she experience a change of total gross military pay.

During the leave of absence pursuant to this provision, reservists shall retain all seniority rights, continue to accrue seniority and sick and/or vacation leave, and shall be entitled to maintain dependent insurance coverage by making the employee's contribution toward the cost of such coverage.

Upon returning from leave, the reservist shall receive credit on the salary schedule for the period of absence pursuant to this provision and shall be returned to the position held at the time he/she was called to active duty.

### **MEMORANDUM OF UNDERSTANDING**

#### **School Choice Preference Employee Request**

An SRP assigned to a school site shall have preference given to his/her request to have his/her child(ren) (i.e., any child in his/her custodial care) attend school at his/her assigned worksite unless the following prevents granting the request:

1. the appropriate educational program does not exist at that site, or
2. other extenuating circumstances (i.e., expulsion, serious disciplinary infractions, etc.) exist that may be cause for the child(ren)'s nonattendance.

The SRP may appeal any denied request to the Director of Student Services. The decision of the Director shall be final.

In the event an SRP requests placement of his/her child in a school other than the actual school in which he/she works in order to continue the child's attendance in the feeder pattern of that school, subject to the approval of the Director of Student Services and the Superintendent, the request will be granted. The decision of the Director of Student Services and the Superintendent will be final.

## MEMORANDUM OF UNDERSTANDING

### School Related Personnel

#### Extended School Year Program – Summer of 2005

In light of the current budget constraints, USEP and DSBPC recognize that the previous traditional summer school program cannot be funded. Therefore, the following parameters will govern the working conditions of employees who are employed to work in a summer program.

**PROGRAM DATES:** (Student Attendance): June 6, 2005 - June 17, 2005 (10 day program)  
June 6, 2005 - June 30, 2005 (18 day program)  
June 6, 2005 - July 14, 2005 (26 day program)

#### Instructional and Noninstructional Employees

##### Filling positions:

Assignment to this program is voluntary.

Each school principal will notify the staff of the program dates by May 9, 2005.

Each employee having an interest in working in the program will submit his/her name to the school principal by May 13, 2005.

Tentative job openings will be announced by the last student day.

When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.

When filling positions, employees within the bargaining unit shall be given priority over other applicants.

The previous procedure to select transportation employees for the summer school assignment will continue to be used.

##### Work Schedule:

##### Teachers:

##### (10 day program) (Elementary, some ESE, and Middle School) Teacher Work Schedules

1 day of pre/post planning at 7.5 hours - June 3, 2005 (hours are flexible).

10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning).

Total Days: 11                      Total Hours: 47.5

##### (18 day program) (Some ESE) Teacher Work Schedules

1 day of pre/post planning at 7.5 hours - June 3, 2005 (hours are flexible).

18 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning).

Total Days: 19                      Total Hours: 79.5

##### (26 day program) (Elementary and some ESE) Teacher Work Schedules

1 day of pre/post planning at 7.5 hours - June 3, 2005 (hours are flexible).

26 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning).

Each teacher and guidance counselor working in the 26 day program will work an additional hour each week to meet with other staff for a review of student data. Each school will designate the time to meet.

Total Days: 27                      Total Hours: 117.5

##### High School Teacher Work Schedules

##### a. Required Course (1 credit):

*Note: Students must attend a full day (2 single sessions) session to earn a credit in a required course. Therefore, teachers who teach these courses will need to work a full day session.*

1 day of pre/post planning at 7.5 hours - June 3, 2005 (hours are flexible).

10 days at 8.5 hours per day (7 hours of student instruction, 1 hour of planning and .5 hour for lunch).

Total Days: 11                      Total Hours: 92.5

**b. Elective Course (.5 credit) or ESE (noncredit) Course :**

1 day of pre/post planning at 7.5 hours - June 3, 2005 (hours are flexible).

10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning).

Total Days: 11                      Total Hours: 47.5

**ESE Paraprofessionals/Instructional Assistants:**

1 day of planning at 7.5 hours - June 3, 2005 (hours are flexible).

10 days at 4.0 hours per day.

Total Days: 11                      Total Hours: 47.5

**Pay Rate:** All employees will be paid at their regular hourly rate based upon the 2004-2005 salary schedule.

**Pay Dates:** Employees working **the 10 day program** will receive total compensation for hours worked on June 17, 2005. Payroll will be projected and should an employee be absent on or after June 13, 2005, the employee will receive his/her total compensation on July 8, 2005.

Employees working **the 18 day program** will receive checks on June 17 (6 days) and June 30 (13 days). Payroll for the final check will be projected and should an employee be absent on or after June 27, 2005, the employee will receive his/her final check on July 21, 2005.

Employees working **the 26 day program** will receive checks on June 17 (6 days), June 30 (9 days), and July 14 (12 days), 2005. Payroll for the final check will be projected and should an employee be absent on or after July 11, 2005, the employee will receive his/her final check on August 5, 2005.

**Sick Leave Accrual:** Employees who work the **26 or 18 day program** and high school teachers who work a full day (2 single sessions) will earn .5 day sick leave.

**Absences:** All **10 day program** employee absences will be without pay. These employees are not eligible to use previously earned sick leave for pay purposes. **26 and 18 day program** employees may use sick leave.

**Substitutes:** A regular employee who substitutes in this program will be paid his/her regular hourly rate.

**MEMORANDUM OF UNDERSTANDING**

**SRP Attendance Incentive/Sick Leave Buy-Back**

The Board and Union recognize the positive impact that regular employee attendance has on job performance, student achievement, and the smooth operation of the school system. An actuarial study will be conducted to determine the impact of implementing a Sick Leave Buy Back Program for the district. Every attempt will be made to have this study completed by the end of 2005 calendar year so results can be reviewed by the Board and the SRP chief negotiators for use in the 2006/2007 contract negotiations.

**MEMORANDUM OF UNDERSTANDING**

**SRP Retiree Health Opt-Out Program**

Effective January 1, 2004, the Board shall implement a Retiree Health Opt-Out Program.

The Retiree Health Opt-Out Program is available only to those retirees who are eligible for district-paid group health insurance in accordance with Article XI, Section F-1 and 2 of SRP Master Contract and who are enrolled in a comparable major medical health insurance plan through another carrier.

When a retiree enrolls in the Retiree Health Opt-Out Program, the Board will pay the retiree the current value available to active employees, \$1,008 for the 2005 plan year. Such amount is subject to federal income tax. An annual payment for the number of months the retiree participates in the Retiree Health Opt-Out Program will be issued in a lump sum in December of the plan year or upon termination of eligibility, whichever occurs first. A participant in the Retiree Health Opt-Out Program will not be required to contribute to the board his/her FRS Health Insurance Subsidy.

A participant in the Retiree Health Opt-Out Program may reenroll in the district-paid group health insurance plan only if he/she is no longer covered by another major medical health insurance plan. Within thirty (30) calendar days following the date of cancellation/termination of the other major medical health insurance plan, the retiree wishing to reenroll in district-paid group health insurance plan must submit to the district's department of Employee

Benefits, Assistance, and Risk Management (EBARM) a written request to reenroll, completed application forms, and a letter from the previous major medical carrier or employer stating date of cancellation/termination of coverage. The letter must be on letterhead from the major medical carrier or employer, include the cancellation/termination date of coverage, and signature of the benefit administrator of the major medical carrier or employer. The effective date of coverage of the district-paid group health insurance coverage will be the first day of the month following the submission of the written request, application, and related documents. The district does not guarantee continuous health coverage.

A retiree who fails to reenroll in the district-paid group health insurance plan in accordance with the timelines set forth in the above paragraph will remain in the Retiree Health Opt-Out Program until Medicare eligible or January 1 following the next regularly scheduled district open enrollment period, whichever comes first.

## **MEMORANDUM OF UNDERSTANDING**

### **Substitute Task Force**

The Board and the Union recognize the challenge of hiring and retaining qualified substitutes for SRP. The current district Substitute Task Force shall continue to function for this school year to further explore ways to recruit and retain qualified substitutes. The Board and the Union agree that the President of USEP shall continue to be a member of this task force.

## **MEMORANDUM OF UNDERSTANDING**

### **Transfers – No Child Left Behind**

#### **Paraprofessionals Assigned to Title I Schools**

Upon receipt of formal approval of the extension of the deadline for paraprofessionals to be highly qualified through NCLB, until the end of the 2005-2006 school year, the Board and Union have agreed to the following. The five paraprofessionals who are still on a recall list due to NCLB as of July 1, 2005 will be allowed to return to their previous position if it is still available or to be recalled to a Title I school for the 2005-2006 school year. The three paraprofessionals assigned to a Title I school planning on retiring December 22, 2005 due to the previous NCLB deadline (January 6, 2006) are permitted to amend their retirement to coincide with the end of the 2005-2006 school year.

The Board and Union are committed to transferring these paraprofessionals in Title I schools at the end of the 2005-2006 school year into positions for which they are qualified by the beginning of the 2006-2007 school year, if positions are available. If no positions are available at the end of the 2005-2006 school year they will be laid off and placed on a recall list. They will then only be eligible for recall to a position in a non-Title I school.

## **MEMORANDUM OF UNDERSTANDING**

### **Transportation Issues**

The Board and the Union agree to explore alternative programs and/or procedures for possible implementation this school year for any Transportation Department program and/or procedure now being used including the basic procedure for assigning field trips.

## **MEMORANDUM OF UNDERSTANDING**

### **Transportation “S-Endorsement”**

The Board and Union recognize the important role that transportation employees play in the operation of the school system. As a result of the recent Federal Motor Carrier Safety Improvement Act (FMCSIA) and the S-Endorsement, the Board and the Union agree to the following for all current employees in order to retain employees who have been affected by the FMCSIA:

#### **Testing**

The Board shall provide opportunities for employees to take the written examination at Marchman Technical Education Center (March 15, 2005), Central Garage (March 16, 2005), and Zephyrhills Compound (March 17,

2005). For an employee who is not proficient in reading, or who speaks English as second language it is recommended that he/she wait for accommodations that may be provided by the Department of Motor Vehicles after July 1, 2005. If an employee does not pass the exam on his/her first attempt, the Board shall pay five (5) dollars for a second exam. The Board shall additionally provide a study area to employees who would like an opportunity to review material or ask questions prior to and/or between exams.

**Training**

Prior to any examinations, the Board shall provide all affected employees with the available curriculum for which they will be tested, as well as any other available information pertaining to testing procedures and scoring. In addition, the Board shall also provide at least three (3) hours of group training, prior to testing, for those employees electing to attend. The employee's regular hourly rate shall be paid to all employees who attend. These trainings shall be conducted at locations within close proximity to each of the transportation compounds.

Following the initial written testing, the conclusion of the 2005 legislative session, and the identification of the employees in need of the skills portion of the test, the Board and the Union agree to meet and review this memorandum and the district's situation surrounding the S-Endorsement and make any changes that may be needed.

**END OF MEMORANDUMS OF UNDERSTANDING**



## 2005-2006 Job Titles and Salary Schedules

Title	Salary Schedule
Air Conditioning Specialist .....	23B
Alternative School Bus Driver/Paraprofessional .....	19B
Bookkeeper-Secretary .....	18B
Bus Driver .....	19B
Bus Parts Specialist .....	24B
Child Care Assistant .....	26B
Clinic Assistant.....	10B
(w/ LPN License).....	30B
Computer Operator I.....	28B
Computer Operator II .....	22B
Construction Assistant.....	18B
Courier.....	17B
Custodian.....	02B
Data Entry Operator.....	18B
Department of Juvenile Justice Program Specialist.....	22B
Distribution and Materials Handler .....	17B
Early Head Start - Caregiver.....	HS
Early Head Start - Home Visitor .....	21B
Early Head Start - Licensed Practical Nurse.....	30B
Employee Benefits and Risk Assistant II .....	18B
Facility Service Worker.....	11B
Finance Assistant II.....	18B
Food and Nutrition Services Assistant I.....	07B
Food and Nutrition Services Assistant II.....	03B
Human Resources Assistant II.....	18B
Information Services Help Desk/Trainer.....	28B
Information Services Support Specialist.....	13B
Instructional Assistant/Alternative School Bus Driver.....	19B
Instructional Assistant (Basic Educational Programs and Federal and State Programs) .....	04B
Instructional Assistant (Deaf/Hard of Hearing) (Exceptional Student Education) .....	04B
Instructional Assistant (Deaf/Hard of Hearing) (ESE) (EIE, QA or NRID Certified).....	20B
Instructional Assistant (Department of Juvenile Justice).....	04B
Instructional Assistant (ESOL/Bilingual).....	10B
Instructional Assistant (Exceptional Student Education).....	04B
Instructional Assistant (Integrated Learning Systems) .....	08B
Instructional Assistant (Prekindergarten) .....	04B
Instructional Assistant (Special Adult Education Programs).....	04B
Instructional Assistant (Student Discipline) .....	21B
(All Instructional Assistants Eligible for Florida Educator's Certificate).....	30B
Integrated Learning System Technician .....	08B
Inventory/Records Specialist.....	24B
Licensed Practical Nurse/Instructional Assistant (Exceptional Student Education).....	30B
Licensed Practical Nurse/Paraprofessional (Exceptional Student Education) .....	30B
Lunchroom Monitor .....	26B
Maintenance I .....	11B
Maintenance IA .....	13B
Maintenance IAA .....	13B
Maintenance II.....	12B

Maintenance III.....	09B
Materials Handler .....	17B
Mechanic I.....	24B
Media Automation Technician .....	18B
Media Production Technician.....	18B
Media Resources Technician.....	18B
Media Services Technician.....	18B
Micrographics Services Clerk.....	08B
Micrographics Services Technician.....	18B
Migrant Recruiter .....	18B
Network Technician I.....	23B
Network Technician II.....	13B
Occupational Therapy Assistant.....	29B
Office Machines Repairperson II.....	13B
Outside Custodian.....	02B
Paraprofessional (Adaptive Physical Education).....	04B
Paraprofessional (Basic Educational Programs and Federal and State Programs) .....	04B
Paraprofessional (Cyesis) .....	04B
Paraprofessional (Deaf/Hard of Hearing).....	04B
(EIE, QA or NRID Certified) .....	20B
Paraprofessional (Department of Juvenile Justice Programs).....	04B
Paraprofessional (ESOL/Bilingual).....	10B
Paraprofessional (Exceptional Student Education).....	04B
Includes:	
(Autistic)	
(Developmentally Delayed)	
(Educable Mentally Handicapped)	
(Emotionally Handicapped)	
(Established Condition)	
(Gifted)	
(Language Learning Disabled)	
(Physically Impaired)	
(Profoundly Mentally Handicapped)	
(Severely Emotionally Disturbed)	
(Specific Learning Disabled)	
(Speech/Language Impaired)	
(Trainable Mentally Handicapped)	
(Visually Impaired)	
Paraprofessional (Health-Prekindergarten).....	10B
Paraprofessional-Parent Education .....	04B
Paraprofessional/Parent Educator-First Start.....	04B
Paraprofessional/Parent Educator, LPN-First Start .....	30B
Paraprofessional (Prekindergarten).....	04B
Paraprofessional (Social Services).....	10B
Paraprofessional (Special Adult Education Programs).....	04B
Paraprofessional (Student Discipline) .....	21B
Paraprofessional (Transition Assistant).....	21B
(All Paraprofessionals Eligible for Florida Educator's Certificate).....	30B
Parent Involvement Assistant .....	21B
Physical Education Field Technician.....	13B
Physical Therapy Assistant.....	29B
Press Operator .....	14B
Printer II.....	18B
Printer III .....	27B

Purchasing Assistant.....	18B
Records and Materials Handler .....	17B
Registrar .....	08B
Relief Bus Driver.....	19B
Resource Recovery Assistant II.....	17B
School Media/Technology Assistant .....	08B
Secretary II .....	18B
Secretary III.....	08B
Senior Child Care Assistant.....	07B
Sign Language Interpreter .....	20B
Social Educator-Head Start Program.....	HS
Student System Data Entry Operator.....	18B
Teacher-Head Start Noncertified .....	HS
Teacher-Prekindergarten Noncertified .....	HS
Technology Services Technician II .....	13B
Telecom Technician I .....	23B
Telecom Technician II.....	13B
Transportation Assistant .....	04B
Transportation Maintenance Assistant.....	27B
Water and Sewer Plant Operator .....	13B

## Salary Schedules

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### Custodian

#### Outside Custodian

(Based on 8-hour day exclusive of lunch)

#### Salary Schedule 02B

Year of Service	Biweekly (12 month positions)	Hourly
1	\$572.92	\$7.60
2	\$584.23	\$7.75
3	\$599.31	\$7.95
4	\$614.38	\$8.15
5	\$629.46	\$8.35
6	\$644.54	\$8.55
7	\$659.62	\$8.75
8	\$674.69	\$8.95
9	\$697.31	\$9.25
10	\$719.92	\$9.55
11	\$746.31	\$9.90
12	\$806.62	\$10.70
13	\$874.46	\$11.60
14	\$957.38	\$12.70

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

A supplement of \$0.15 per hour will be paid for each of two (2) certifications of certified custodian or master custodian. Proof of certification must be submitted to the Human Resources Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Human Resources or her designee.

### Food and Nutrition Services Assistant II

#### Salary Schedule 03B

Year of Service	Hourly
1	\$7.65
2	\$7.85
3	\$8.05
4	\$8.25
5	\$8.45
6	\$8.65
7	\$8.85
8	\$9.05
9	\$9.25
10	\$9.45
11	\$9.65
12	\$9.85
13	\$10.05
14	\$10.35

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

A supplement of \$0.05 per hour, up to a maximum of \$0.30 per hour, will be paid for each twenty (20) hours of Food and Nutrition Service Association training approved by the American School Food Service Association. Hours of training completed during the 2000-2001 school year and beyond may apply toward earning this supplement. Proof must be submitted on the appropriate form to the Human Resources Department, and payment will begin at the start of the pay period following receipt of the form certifying completion of the required hours and its review and approval by the Director of Human Resources or her designee.

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<b>Instructional Assistant (Basic, Federal, &amp; State Programs)</b>	<b>Paraprofessional (Cyesis)</b>
<b>Instructional Assistant (Deaf/Hard of Hearing) (ESE)</b>	<b>Paraprofessional (Deaf/Hard of Hearing)</b>
<b>Instructional Assistant (Department of Juvenile Justice)</b>	<b>Paraprofessional (Dept. of Juvenile Justice)</b>
<b>Instructional Assistant (ESE)</b>	<b>Paraprofessional (ESE)</b>
<b>Instructional Assistant (Prekindergarten)</b>	<b>Paraprofessional - Parent Education</b>
<b>Instructional Assistant (Special Adult Ed. Programs)</b>	<b>Paraprofessional/Parent Educator-First Start</b>
<b>Paraprofessional (Adaptive Physical Education)</b>	<b>Paraprofessional (Prekindergarten)</b>
<b>Paraprofessional (Basic, Federal &amp; State Programs)</b>	<b>Paraprofessional (Special Adult Ed. Programs)</b>
	<b>Transportation Assistant</b>

**Salary Schedule 04B**

(Based on 7-hour day exclusive of lunch)

Year of Service	Hourly
1	\$7.80
2	\$8.00
3	\$8.20
4	\$8.40
5	\$8.60
6	\$8.80
7	\$9.00
8	\$9.20
9	\$9.40
10	\$9.60
11	\$9.80
12	\$10.00
13	\$10.25
14	\$10.70

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Instructional Assistant (Prekindergarten), and Paraprofessional (Prekindergarten) may be assigned additional work time beyond the 7 hour day to ride the school bus as a monitor.

Paraprofessional (Cyesis) will work 7-1/2 hours per day including lunch. Paraprofessional (Cyesis) who has a Child Development Associate (CDA) or equivalent will be paid a supplement of \$0.53 per hour which will be considered in the calculation of the Education Supplemental Pay Plan ceiling. CDA issued and credit received through the District School Board of Pasco County's Adult Education Program does not qualify for this supplement.

Instructional Assistant (Deaf/Hard of Hearing) (ESE), and Paraprofessional (Deaf/Hard of Hearing) will be paid a supplement of \$1.15 per hour, if recommended.

The Director of Exceptional Student Education may determine that certain programs require an instructional assistant or paraprofessional to be a licensed practical nurse because of the nature of the students being served. In the event this occurs, the instructional assistant/paraprofessional will be paid from salary schedule 30B.

Effective September 16, 2002, Instructional Assistant (Basic, Federal & State Programs), Instructional Assistant (Deaf/Hard of Hearing) (ESE), Instructional Assistant (Dept. of Juvenile Justice), Instructional Assistant (ESE), Instructional Assistant (Prekindergarten), and Instructional Assistant (Special Adult Education Programs) will be paid a supplement of \$1.00 per hour.

**Food and Nutrition Services Assistant I  
Senior Child Care Assistant**

**Salary Schedule 07B**

Year of Service	Hourly
1	\$8.80
2	\$9.00
3	\$9.20
4	\$9.40
5	\$9.60
6	\$9.80
7	\$10.00
8	\$10.20
9	\$10.40
10	\$10.60
11	\$10.80
12	\$11.00
13	\$11.20
14	\$11.40

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Food and Nutrition Services Assistant I will be paid a supplement of \$0.05 per hour, up to a maximum of \$0.30 per hour for each twenty (20) hours of Food and Nutrition Service Association training approved by the American School Food Service Association. Hours of training completed during the 2000-2001 school year and beyond may apply toward earning this supplement. Proof must be submitted on the appropriate form to the Human Resources Department, and payment will begin at the start of the pay period following receipt of the form certifying completion of the required hours and its review and approval by the Director of Human Resources or her designee.

Senior Child Care Assistant will work six (6) hours per day exclusive of lunch.

**Instructional Assistant (Integrated Learning Systems)  
Integrated Learning System Technician  
Micrographics Services Clerk**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 08B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$561.90	\$7.95
2	\$576.03	\$8.15
3	\$590.17	\$8.35
4	\$604.30	\$8.55
5	\$618.44	\$8.75
6	\$632.57	\$8.95
7	\$646.71	\$9.15
8	\$664.33	\$9.40
9	\$696.18	\$9.85
10	\$727.93	\$10.30
11	\$777.40	\$11.00
12	\$830.46	\$11.75
13	\$894.06	\$12.65
14	\$964.73	\$13.65

**Registrar  
School Media/Technology Assistant  
Secretary III**

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Effective September 16, 2002, Instructional Assistant (Integrated Learning Systems) will be paid a supplement of \$1.00 per hour.

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**Maintenance III**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 09B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$682.23	\$9.05
2	\$697.31	\$9.25
3	\$712.38	\$9.45
4	\$727.46	\$9.65
5	\$746.31	\$9.90
6	\$765.15	\$10.15
7	\$784.00	\$10.40
8	\$802.85	\$10.65
9	\$821.69	\$10.90
10	\$840.54	\$11.15
11	\$859.38	\$11.40
12	\$878.23	\$11.65
13	\$915.92	\$12.15
14	\$957.38	\$12.70

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Health Assistant****Instructional Assistant (ESOL/Bilingual)**

(Based on 7-hour day exclusive of lunch)

**Salary Schedule 10B**

Year of Service	Hourly
1	\$7.90
2	\$8.10
3	\$8.30
4	\$8.50
5	\$8.70
6	\$8.90
7	\$9.10
8	\$9.30
9	\$9.50
10	\$9.75
11	\$10.00
12	\$10.25
13	\$10.65
14	\$11.20

**Paraprofessional (ESOL/Bilingual)****Paraprofessional (Health-Prekindergarten)****Paraprofessional (Social Services)**

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Effective September 16, 2002, Instructional Assistant (ESOL/Bilingual) will be paid a supplement of \$1.00 per hour.

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**Facility Service Worker  
Maintenance I**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 11B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$757.62	\$10.05
2	\$776.46	\$10.30
3	\$795.31	\$10.55
4	\$814.15	\$10.80
5	\$833.00	\$11.05
6	\$851.85	\$11.30
7	\$870.69	\$11.55
8	\$889.54	\$11.80
9	\$927.23	\$12.30
10	\$964.92	\$12.80
11	\$1,002.62	\$13.30
12	\$1,040.31	\$13.80
13	\$1,085.54	\$14.40
14	\$1,149.62	\$15.25

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Maintenance II**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 12B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$719.92	\$9.55
2	\$738.77	\$9.80
3	\$757.62	\$10.05
4	\$776.46	\$10.30
5	\$795.31	\$10.55
6	\$814.15	\$10.80
7	\$833.00	\$11.05
8	\$851.85	\$11.30
9	\$870.69	\$11.55
10	\$908.38	\$12.05
11	\$946.08	\$12.55
12	\$1,002.62	\$13.30
13	\$1,059.15	\$14.05
14	\$1,115.69	\$14.80

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.



**Information Services Support Specialist  
Maintenance IA  
Maintenance IAA  
Network Technician II  
Office Machines Repairperson II**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 13B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$814.15	\$10.80
2	\$833.00	\$11.05
3	\$851.85	\$11.30
4	\$870.69	\$11.55
5	\$889.54	\$11.80
6	\$908.38	\$12.05
7	\$927.23	\$12.30
8	\$964.92	\$12.80
9	\$1,002.62	\$13.30
10	\$1,059.15	\$14.05
11	\$1,115.69	\$14.80
12	\$1,172.23	\$15.55
13	\$1,232.54	\$16.35
14	\$1,307.92	\$17.35

**Physical Education Field Technician  
Technology Services Technician II  
Telecom Technician II  
Water and Sewer Plant Operator**

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Maintenance IAA will be paid a biweekly supplement of \$150.77 or one-half (1/2) the Crew Chief supplement, whichever is greater.

The Director of Facilities and Maintenance Services will recommend initial placement on this salary schedule for Water and Sewer Plant Operator based on a combination of documented related education and experience and possession of appropriate State license(s).

Technology Services Technician II who are certified to complete warranty repair work for which the company and the district have a warrant program agreement will be paid a biweekly supplement of \$75.38.

**Press Operator**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 14B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$745.65	\$10.55
2	\$763.27	\$10.80
3	\$788.05	\$11.15
4	\$812.74	\$11.50
5	\$837.52	\$11.85
6	\$862.21	\$12.20
7	\$886.99	\$12.55
8	\$911.68	\$12.90
9	\$936.47	\$13.25
10	\$961.15	\$13.60
11	\$985.94	\$13.95
12	\$1,014.21	\$14.35
13	\$1,045.96	\$14.80
14	\$1,081.30	\$15.30

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Courier**  
**Distribution and Materials Handler**  
**Materials Handler**  
**Records and Materials Handler**  
**Resource Recovery Assistant II**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 17B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$655.85	\$8.70
2	\$670.92	\$8.90
3	\$686.00	\$9.10
4	\$701.08	\$9.30
5	\$716.15	\$9.50
6	\$731.23	\$9.70
7	\$746.31	\$9.90
8	\$761.38	\$10.10
9	\$776.46	\$10.30
10	\$791.54	\$10.50
11	\$806.62	\$10.70
12	\$844.31	\$11.20
13	\$904.62	\$12.00
14	\$976.23	\$12.95

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Records and Materials Handler will work 7.5 hours per day exclusive of lunch.

Distribution and Materials Handler and Materials Handler will be paid a supplement of \$0.50 per hour.

**Bookkeeper-Secretary**  
**Construction Assistant**  
**Data Entry Operator**  
**Employee Benefits and Risk Assistant II**  
**Finance Assistant II**  
**Human Resources Assistant II**  
**Media Automation Technician**  
**Media Production Technician**

**Media Resources Technician**  
**Media Services Technician**  
**Micrographics Services Technician**  
**Migrant Recruiter**  
**Printer II**  
**Purchasing Assistant**  
**Secretary II**  
**Student System Data Entry Operator**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 18B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$625.50	\$8.85
2	\$639.64	\$9.05
3	\$653.77	\$9.25
4	\$667.91	\$9.45
5	\$682.04	\$9.65
6	\$699.66	\$9.90
7	\$717.38	\$10.15
8	\$735.00	\$10.40
9	\$766.85	\$10.85
10	\$802.19	\$11.35
11	\$855.14	\$12.10
12	\$908.20	\$12.85
13	\$964.73	\$13.65
14	\$1,035.41	\$14.65

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

Printer II will be given credit for experience on the salary schedule for each year of related experience. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Bookkeeper-Secretary at each high school will work an 8 hour day exclusive of lunch.

**Alternative School Bus Driver/Paraprofessional  
 Bus Driver  
 Instructional Assistant/Alternative School Bus Driver  
 Relief Bus Driver**

**Salary Schedule 19B**

Year of Service	Hourly
1	\$9.40
2	\$9.60
3	\$9.80
4	\$10.00
5	\$10.20
6	\$10.40
7	\$10.60
8	\$10.80
9	\$11.05
10	\$11.60
11	\$12.30
12	\$13.00
13	\$14.05

Bus Driver credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related school bus driving experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience. The Transportation Department will determine time for each bus route. Time allocated for each School Bus Route will include forty (40) minutes for cleaning, fueling, and completion of required reports.

Bus Driver will be paid from Step 7 for extra curricular trips.

Alternative School Bus Driver/Paraprofessional and Instructional Assistant/Alternative School Bus Driver will work an 8 hour day including lunch. Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s) and may include experience as a paraprofessional or experience in a position serving individuals or groups with special needs. If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Effective September 16, 2002, Instructional Assistant / Alternative School Bus Driver will be paid a supplement of \$1.00 per hour.

Relief Bus Driver will be paid a supplement of \$1.00 per hour.

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**Instructional Assistant (Deaf/Hard of Hearing) (ESE) (EIE, QA or NRID Certified)**  
**Paraprofessional (Deaf/Hard of Hearing) (EIE, QA or NRID Certified)**  
**Sign Language Interpreter**

(Based on 7-hour day exclusive of lunch)

**Salary Schedule 20B**

Year of Service	Hourly
1	\$10.15
2	\$10.35
3	\$10.55
4	\$10.75
5	\$10.95
6	\$11.15
7	\$11.35
8	\$11.55
9	\$11.75
10	\$11.95
11	\$12.15
12	\$12.40
13	\$12.65
14	\$13.05

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Instructional Assistant (Deaf/Hard of Hearing) (ESE), Paraprofessional (Deaf/Hard of Hearing), or Sign Language Interpreter who has Quality Assurance screening (QA) certification will be paid a supplement based on the level attained:

- Level I = \$3.40 per hour
- Level II = \$4.65 per hour
- Level III = \$6.15 per hour

Instructional Assistant (Deaf/Hard of Hearing) (ESE), Paraprofessional (Deaf/Hard of Hearing), or Sign Language Interpreter who has Educational Interpreters' Evaluation (EIE) certification will be paid a supplement based on the level attained:

- Level I = \$4.65 per hour
- Level II = \$6.15 per hour
- Level III = \$7.70 per hour

Instructional Assistant (Deaf/Hard of Hearing) (ESE), Paraprofessional (Deaf/Hard of Hearing), or Sign Language Interpreter who is certified by the National Registry of Interpreters for the Deaf (NRID) will be paid a supplement of \$9.85 per hour.

Effective September 16, 2002, Instructional Assistant (Deaf/Hard of Hearing) (ESE) will be paid a supplement of \$1.00 per hour.

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**Early Head Start - Home Visitor  
Instructional Assistant (Student Discipline)**

(Based on 7-hour day exclusive of lunch)

**Salary Schedule 21B**

Year of Service	Hourly
1	\$9.00
2	\$9.25
3	\$9.50
4	\$9.75
5	\$10.00
6	\$10.25
7	\$10.50
8	\$10.75
9	\$11.00
10	\$11.25
11	\$11.50
12	\$11.75
13	\$12.25
14	\$12.85

**Paraprofessional (Student Discipline)  
Paraprofessional (Transition Assistant)  
Parent Involvement Assistant**

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit.

Paraprofessional (Transition Assistant) will be granted credit for experience on the salary schedule for each year of experience outside the District School Board of Pasco County not to exceed ten (10) years.

All experience must be verified in writing by former employer(s). If the aggregate of verified outside experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Effective September 16, 2002, Instructional Assistant (Student Discipline) will be paid a supplement of \$1.00 per hour.

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**Computer Operator II  
Department of Juvenile Justice Program Specialist**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 22B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$674.98	\$9.55
2	\$689.11	\$9.75
3	\$703.24	\$9.95
4	\$717.38	\$10.15
5	\$735.00	\$10.40
6	\$752.72	\$10.65
7	\$788.05	\$11.15
8	\$805.67	\$11.40
9	\$823.39	\$11.65
10	\$858.73	\$12.15
11	\$894.06	\$12.65
12	\$929.40	\$13.15
13	\$964.73	\$13.65
14	\$1,035.41	\$14.65

Credit for experience will be granted on the salary schedule on the basis of one (1) for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Air Conditioning Specialist**  
**Network Technician I**  
**Telecom Technician I**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 23B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$972.46	\$12.90
2	\$995.08	\$13.20
3	\$1,021.46	\$13.55
4	\$1,047.85	\$13.90
5	\$1,074.23	\$14.25
6	\$1,100.62	\$14.60
7	\$1,127.00	\$14.95
8	\$1,153.38	\$15.30
9	\$1,183.54	\$15.70
10	\$1,213.69	\$16.10
11	\$1,243.85	\$16.50
12	\$1,274.00	\$16.90
13	\$1,307.92	\$17.35
14	\$1,360.69	\$18.05

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

**Bus Parts Specialist  
Inventory/Records Specialist  
Mechanic I**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 24B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$795.31	\$10.55
2	\$810.38	\$10.75
3	\$825.46	\$10.95
4	\$840.54	\$11.15
5	\$859.38	\$11.40
6	\$878.23	\$11.65
7	\$897.08	\$11.90
8	\$915.92	\$12.15
9	\$934.77	\$12.40
10	\$953.62	\$12.65
11	\$972.46	\$12.90
12	\$1,010.15	\$13.40
13	\$1,047.85	\$13.90
14	\$1,085.54	\$14.40

Credit for experience will be granted on the salary schedule for each year of experience in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

For Mechanic I, a supplement of \$18.85 biweekly will be paid for each of nine (9) certifications for School Bus Technician as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service as verified by the Supervisor of Transportation Maintenance. In addition, the Board agrees to accept for supplemental pay purposes, any of the Florida Association for Pupil Transportation five (5) year certifications in the following areas: 1) Vehicle Service Technician, 2) Master Repair Technician, 3) Bus Inspector, and 4) Bus Inspector Trainer. Proof of certification must be submitted to the Human Resources Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Human Resources or her designee.

For Bus Parts Specialist, a supplement of \$18.85 biweekly will be paid for each of seven (7) certifications for medium/heavy truck parts specialist or automobile light truck parts specialist and for each of five (5) medium/heavy truck aftermarket certifications as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service as verified by the Supervisor of Transportation Maintenance. In addition, the Board agrees to accept for supplemental pay purposes, the Florida Association for Pupil Transportation five (5) year certification in the following area: 1) Certified Bus Parts Specialist. Proof of certification must be submitted to the Human Resources Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Human Resources or her designee.



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**Child Care Assistant  
Lunchroom Monitor**

(Hours will vary but will not exceed 5.5 hours per day average exclusive of lunch)

**Salary Schedule 26B**

Year of Service	Hourly
1	\$7.65
2	\$7.85
3	\$8.05
4	\$8.25
5	\$8.45
6	\$8.65
7	\$8.85
8	\$9.05
9	\$9.25
10	\$9.45
11	\$9.65
12	\$9.85
13	\$10.05
14	\$10.35

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**Printer III  
Transportation Maintenance Assistant**

(Based on 8-hour day exclusive of lunch)

**Salary Schedule 27B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$610.62	\$8.10
2	\$625.69	\$8.30
3	\$644.54	\$8.55
4	\$663.38	\$8.80
5	\$682.23	\$9.05
6	\$701.08	\$9.30
7	\$719.92	\$9.55
8	\$738.77	\$9.80
9	\$757.62	\$10.05
10	\$776.46	\$10.30
11	\$795.31	\$10.55
12	\$814.15	\$10.80
13	\$851.85	\$11.30
14	\$904.62	\$12.00

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years outside the District School Board of Pasco County if in the applicable area of specialization but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

For Transportation Maintenance Assistant, a supplement of \$18.85 biweekly will be paid for each of nine (9) certifications for School Bus Technician as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service as verified by the Supervisor of Transportation Maintenance. In addition, the Board agrees to accept for supplemental pay purposes, any of the Florida Association for Pupil Transportation five (5) year certifications in the following areas: 1) Vehicle Service Technician, and 2) Master Repair Technician. Proof of certification must be submitted to the Human Resources Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Human Resources or her designee.

Printer III will work 7.5 hours per day exclusive of lunch.

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**Computer Operator I****Information Services Help Desk/Trainer**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 28B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$745.65	\$10.55
2	\$763.27	\$10.80
3	\$780.98	\$11.05
4	\$798.61	\$11.30
5	\$816.32	\$11.55
6	\$833.94	\$11.80
7	\$851.66	\$12.05
8	\$869.28	\$12.30
9	\$886.99	\$12.55
10	\$922.33	\$13.05
11	\$957.67	\$13.55
12	\$933.00	\$14.05
13	\$1,045.96	\$14.80
14	\$1,106.08	\$15.65

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Occupational Therapy Assistant****Physical Therapy Assistant**

(Based on 7.5-hour day exclusive of lunch)

**Salary Schedule 29B**

Year of Service	Biweekly (12 month positions)	Hourly
1	\$1,205.02	\$17.05
2	\$1,222.64	\$17.30
3	\$1,240.36	\$17.55
4	\$1,257.98	\$17.80
5	\$1,275.70	\$18.05
6	\$1,293.32	\$18.30
7	\$1,311.03	\$18.55
8	\$1,328.65	\$18.80
9	\$1,346.37	\$19.05
10	\$1,363.99	\$19.30
11	\$1,399.33	\$19.80
12	\$1,434.66	\$20.30
13	\$1,470.00	\$20.80
14	\$1,505.34	\$21.30

Credit for experience will be granted on the salary schedule for each year of related experience. All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

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**Early Head Start - Licensed Practical Nurse  
Instructional Assistants/Paraprofessionals Eligible for an FEC at the Bachelor Level or Higher  
Licensed Practical Nurse/Instructional Assistant (ESE)  
Licensed Practical Nurse/Paraprofessional (ESE)  
Paraprofessional/Parent Educator, LPN-First Start**

(Based on 7-hour day exclusive of lunch)

**Salary Schedule 30B**

Year of Service	Hourly
1	\$10.75
2	\$10.95
3	\$11.15
4	\$11.35
5	\$11.55
6	\$11.75
7	\$12.00
8	\$12.25
9	\$12.50
10	\$12.75
11	\$13.00
12	\$13.30
13	\$13.75
14	\$14.35

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit.

Paraprofessional (Transition Assistant) will be granted credit for experience on the salary schedule for each year of experience outside the District School Board of Pasco County not to exceed ten (10) years.

All experience must be verified in writing by former employer(s). If the aggregate of verified outside experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Instructional Assistant or Paraprofessional who is eligible for a state issued Florida Educator's Certificate at the bachelor level or higher will be placed on salary schedule 30B effective at the beginning of the next pay period after submission of evidence of eligibility for a Florida Educator's Certificate at the bachelor level or higher and review and approval by the Director of Human Resources or her designee. All individuals who previously applied for a certificate and possess a statement of eligibility will no longer need to reapply for this statement once it expires.

Clinic Assistant who is a licensed practical nurse will be paid according to salary schedule 30B.

The Director of Exceptional Student Education may determine that certain programs require an instructional assistant or paraprofessional to be a licensed practical nurse because of the nature of the students being served. When this occurs, the instructional assistant/paraprofessional will be paid from salary schedule 30B.

Effective September 16, 2002, LPN/Instructional Assistant (ESE) will be paid a supplement of \$1.00 per hour.

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**Early Head Start - Caregiver**

**Social Educator - Head Start Program**

**\*Teacher - Head Start Noncertified**

**\*Teacher - Prekindergarten Noncertified**

(Based on 7.5-hour day exclusive of lunch.)

**Salary Schedule HS**

<b>Yr. Srv.</b>	<b>A High School</b>	<b>B 16 Sem. Hours</b>	<b>C 32 Sem. Hours</b>	<b>D 48 Sem. Hours</b>	<b>E 64 Sem. Hours</b>	<b>F 80 Sem. Hours</b>	<b>G 96 Sem. Hours</b>	<b>H 112 Sem. Hours</b>
1	\$11.15	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90
2	\$11.45	\$11.70	\$11.95	\$12.20	\$12.45	\$12.70	\$12.95	\$13.20
3	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
4	\$12.05	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
5	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35	\$13.60	\$13.85	\$14.10
6	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40
7	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45	\$14.70
8	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
9	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80	\$15.05	\$15.30
10	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90	\$15.15	\$15.40	\$15.65

Social Educator - Head Start Program will be granted credit for experience on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit.

Early Head Start - Caregiver, Teacher - Head Start Noncertified and Teacher - Prekindergarten Noncertified will be granted credit for experience on the salary schedule on the basis of one (1) year for every one (1) year of related experience outside the District School Board of Pasco County but will not exceed seven (7) years of credit.

All experience must be verified in writing by former employer(s). If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

An employee with an Associate's Degree will be paid no lower than column "E."

Early Head Start - Caregiver will work 7-1/2 hours per day including lunch.

\*Beginning with the 2000-2001 school year, any Teacher - Head Start Noncertified who attains a college degree and receives a Florida Educator's Certificate with coverage in early childhood education, prekindergarten/primary, or preschool education is eligible to receive a regular teacher contract, become part of the instructional bargaining unit, and be paid from instructional salary schedule 55. Upon the teacher presenting, and the Office of Human Resources receiving, one (1) set of official transcripts from the respective college or university and the appropriate district

form, the teacher will receive the appropriate change in salary according to the salary schedule retroactive to the first pay period following the date of attaining the degree and an adjustment will be made in subsequent paychecks thereafter.

**APPENDIX A— GRIEVANCE FORM**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
Grievance Report Form

Name(s) of Grievant(s) _____
School _____ Assignment _____
Home Address _____
Home Telephone (_____) _____

Grievance #/Year \_\_\_\_\_ Grievance Level \_\_\_\_\_ Date Filed \_\_\_\_\_

Grievance filed under the provisions of: Article VI, Section A-1/Section A-2

Article(s) and specific section(s) of Agreement violated \_\_\_\_\_  
\_\_\_\_\_

Date of alleged violation \_\_\_\_\_

Date of informal level discussion with supervisor \_\_\_\_\_

Statement of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant(s) Signature(s) Date

Date received by Administrator \_\_\_\_\_

Disposition of Administrator \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator(s) Signature(s) Date

One copy each: Administrator, Union, Grievant, Superintendent

**APPENDIX B—MEMBERSHIP APPLICATION AND DUES AUTHORIZATION FORM**

UNITED SCHOOL EMPLOYEES OF PASCO					
WORKSITE	JOB TITLE	PRINT NAME (LAST FIRST)		SOCIAL SECURITY NO.	
ADDRESS	CITY	ZIP CODE	HOME PHONE	E-MAIL ADDRESS	
<p align="center"><b>USEP CONTINUING MEMBERSHIP APPLICATION</b></p> <p><input type="checkbox"/> <b>PAYROLL DEDUCTION</b> I authorize the District School Board of Pasco County to deduct membership dues from my paycheck to be remitted to the United School Employees of Pasco. I understand that I may terminate these deductions at any time by submitting thirty (30) days written notice to the School Board and USEP.</p> <p>Signature _____ Date _____</p> <p><input type="checkbox"/> <b>CASH PAY</b></p>				<p align="center"><b>For USEP Use Only</b></p> <p>Date Received: _____</p> <p>Date sent to District for processing: _____</p> <p>Effective Date of Membership _____</p>	
<p><b>IRS TAX DISCLOSURE REQUIREMENT</b></p> <p><small>Dues paid to United School Employees of Pasco may not be deductible for federal income purposes; however, under limited circumstances, dues may qualify as a business expense.</small></p>					
PLEASE PRINT CLEARLY					

Recruiting Member (please print)

**TO ALL PERSONS ELIGIBLE FOR MEMBERSHIP IN THE BARGAINING UNITS REPRESENTED BY THE UNITED SCHOOL EMPLOYEES OF PASCO (USEP):**

As required by law, USEP represents all members of the Instructional and School Related Personnel (SRP) units at the bargaining table. Only dues-paying members of the USEP, however, are eligible for all other services provided by the Union, including processing of grievances and legal counsel in the event of duty-related difficulties. Should a member obtain outside representation and/or legal counsel, USEP will cease to provide representation. In addition, the costs of such outside representation and/or counsel will be borne solely by the member.

To be represented free of charge, the individual seeking assistance must have been a dues-paying member in good standing for a minimum of thirty (30) calendar days prior to the date upon which the problem occurred.

However, bargaining unit members who are new to the Pasco County school system and who have not previously been eligible for USEP membership will be entitled to receive the immediate benefit of the services described above if they join USEP during the first fifteen (15) working days of their employment. Any incident occurring after this fifteen (15) working day period will be subject to the thirty (30) calendar day restriction mentioned above.

On occasion, USEP may elect to represent non-dues paying individuals. Such individuals may be required to pay annual membership dues and a professional service fee that will be based upon the complexity of the case.

*Revised and adopted by USEP Representative Council August, 1995*