



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

1996

Pasco County, District School Board and United School Employees of Pasco Addendum (1995)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Pasco County, District School Board and United School Employees of Pasco Addendum (1995)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

**1995-96 NEGOTIATED LANGUAGE - SRP
MASTER CONTRACT**

**ARTICLE VII - WORKING CONDITIONS, Section N -
Miscellaneous**

22. SRP (other than health assistants, senior child care assistants, or paraprofessional LPN) shall not administer medication or perform routine medical procedures as part of their daily work responsibilities. A routine medical procedure is defined as that procedure which a school nurse, health assistant, senior child care assistant, paraprofessional LPN would perform if the student were at the school site.

23. 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.

**ARTICLE VIII- LEAVES OF ABSENCE - Section B -
Paid Leaves**

3. Personal Leave

a) An SRP shall be allowed up to six (6) days of personal leave at full compensation during each year of their 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 work day of the requested leave.

ARTICLE XIII - DURATION

3. This Agreement may be reopened for the ~~1995-96~~ 1996-97 school year on Addendum A, salaries, items affected by legislation, mutual consent of both parties, all currently established Memorandums of Understanding, and up to three (3) additional items.

ADDENDUM A - RULES GOVERNING THE SALARY SCHEDULE

4. Pay dates for the ~~1995-96~~ 1996-97 school year and the number of salary warrants will be negotiated during the ~~1995-96~~ 1996-97 negotiations.

8. Upon Union request, step increases for the ~~1995-96~~ 1996-97 school year shall be withheld to allow restructuring of the salary schedules.

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 ~~01~~ .02 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.

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

(New Language)

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 driver license is required (hereinafter referred to as *covered employee*) 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 234.091, 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 1 1/2 times his/her regular hourly rate. 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 entitled 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 a 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.

ECONOMIC PROPOSAL

1. Salaries

a) Current SRP salary schedules (1994-95) shall remain in effect for 1995-96. The step increase shall be paid retroactive to the first work day of the SRP during the 1995-96 fiscal year.

b) In addition to the step increase, \$117,500 will be applied to salaries retroactive to the first work day of the SRP during the 1995-96 fiscal year.

c) Current Education Supplemental Pay rate (1994-95) shall remain in effect for 1995-96.

d) Current summer school pay rates (1994-95) shall remain in effect for 1995-96.

e) Current supplements (1994-95) shall remain in effect for 1995-96.

f) The shift differential shall remain at 10

cents per hour for 1995-96.

2. Fringe Benefits:

The Board agrees to contribute at an annual rate of no more than \$2744.34 toward the cost of the benefits package for the 1995-96 school year. An alternate program shall be provided for bargaining unit members who choose not to take advantage of the major medical coverage.

3. Reopening Negotiations During the 1995-96 School Year:

a) If additional revenue is realized during the 1995-96 school year above the amount currently projected, the Board and Union agree to reopen negotiations on salaries and/or the benefits package.

b) If the cost of the benefits package increases effective January 1, 1996, the Board and Union agree to reopen negotiations on the annual employee rate contributed by the Board towards the cost of the benefits package.

MEMORANDUMS OF UNDERSTANDING - Agreed to for the 1995-96 school year:

Asbestos Exposure Procedure, Attendance Incentive Program, Injury/Illness-In-Line-of-Duty, Maintenance Employees Reporting to Work at Worksite Other than Maintenance Department and Crew Chiefs Driving Vehicles Home, Negotiations of Impact of SRP Continuous Employment Bill, School Advisory Councils, School Food Service Program, Substitute Bus Driver Recruitment/Retention Program, and Transportation Department Procedures.

MEMORANDUM OF UNDERSTANDING - Use of Personal Leave for Parental Involvement

The Board and the Union agree to an automatic reopener of the language contained in Article VIII, Section B, paragraph 3-c during the 1996-97 bargaining session.

DISTRICT SCHOOL BOARD OF PASCO COUNTY

FRANCIS S. KALINOWSKI, II

Director of Noninstructional Employee Relations

7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

Telephone: (813) 929-2390

Suncom 597-2390

FAX: 929-2115