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Pasco County, District School Board and United School Employees of Pasco (1987)

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Comments
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COLLECTIVE BARGAINING AGREEMENT

DISTRICT SCHOOL BOARD OF PASCO COUNTY

AND THE

UNITED SCHOOL EMPLOYEES OF PASCO

SCHOOL RELATED PERSONNEL BARGAINING UNIT

November 17, 1987
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 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.
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 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's.

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 their 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 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 monies 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.
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 twelve (12) cents per sheet.

2. SRP shall be appointed to district-wide committees, councils, or other advisory groups by the Superintendent who shall select from a list of bargaining unit members recommended by majority 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. The worksite supervisor shall meet at mutually agreed times during the year with the 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 meeting shall not be construed to replace the grievance procedure for any matter normally the subject of a grievance.

4. 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 materials shall be sent to the Union office at the same time they are sent to the Board members.

5. Duly authorized representatives of the Union may visit worksites to investigate employee complaints. 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' investigation at that particular time, he/she will explain the reason to the representatives, and the Union representatives will not continue the investigation until a mutually agreed upon time can be determined. Such investigation visits shall not interrupt normal work responsibilities.
6. 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.

7. 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.

8. Copies of all agreements and addenda thereto between the parties shall be distributed by the Union to each employee covered by this Agreement. Upon request, the Board or its representative will meet with the Union within five (5) days after signing of this Agreement for the purpose of arranging to authorize the printing of this Agreement and any addenda thereto. The Board shall make a good faith effort to print this agreement within thirty (30) working days after signing. The costs of printing 2500 copies of this Agreement shall be shared equally by the parties. The parties may mutually agree to another specified number of copies.

9. Not more than one (1) SRP designated by the Union will upon request be granted a leave of absence without pay for a period of up to one (1) year at a time for the purpose of engaging in Union activities. Leave time shall not count toward seniority. He/she may participate in all group fringe benefit plans provided by the Board if he/she makes his/her own and the Board's regular contributions to all benefits requiring such contributions. At the conclusion of the leave, the SRP shall be returned to his/her position held at the commencement of the leave if such position exists.

10. The Board will allow Union representatives time off to attend local, state, or national workshops, conferences, conventions, and other related activities for up to 15 days per school year. Further, the Board agrees that 40 additional days may be granted if the Union reimburses the District for the full costs of the required substitute(s). However, if substitutes are not used, the Union will not be charged.

11. The Board shall grant leave without pay to the Union president. The leave time shall count toward accruing seniority. He/she may participate in all group fringe benefit plans provided by the Board if he/she makes his/her own and the Board's regular contributions to all benefits requiring such contributions. The president's leave shall be for the term of the office and shall be renewed each year during his/her term of office upon request. At the conclusion of the leave, the president shall be returned to his/her position held at the commencement of the leave if such position exists.
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 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 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 mail system in and between worksites for the purpose of communicating with SRP. The Board shall make provisions for the delivery of courier mail to all SRP. The Union office shall be a regular stop on the school mail system.
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 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 district-wide orientation meeting for incoming SRP, if requested. Further, the Union shall be given a place on the agenda of any district-wide orientation meeting for incoming SRP, if requested.

SECTION D — COSTS

The Union shall reimburse the Board for use of the school mail system and for the cost of payroll deductions at a prorated amount of $600 for the first year of this Agreement and $600 annually for each subsequent year.
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 or to refrain from organizing, joining, and supporting the Union. 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 origin, age, marital status, or handicap with regard to employment. Allegations of discrimination on the basis of race, religion, color, sex, national origin, age, marital status, or handicap shall not be subject to the grievance procedure contained in this Agreement, but any SRP who believes that he been discriminated against may file a complaint with the appropriate State or Federal agency.

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.
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 one (1) day more than one-half (1/2) of the normal work year for the position counted as one year of service. If an SRP takes 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 work 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. 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 Board shall provide to the Union an alphabetical list by job classification of the names of all SRP employed in the district (seniority list #1). Said list shall also contain total number of years of continuous service in the district as determined by the District School Board of Pasco County. This annual seniority list shall be made available by October 1 of each school year. Further, the Board agrees to provide the Union monthly with a list by job classification of all SRP employed after the original list was submitted to the Union. In addition, a list of SRP by worksite which shall be further subdivided by job classification and shall contain the names of all SRP in seniority order assigned to that worksite (seniority list #2) shall be made available to the Union by October 1 of each school year. Said list shall also contain total number of years of continuous service in the district as determined by the District School Board of Pasco County. Seniority list #2 and relevant copies of the monthly addenda to the list will be posted on the Union bulletin board at each worksite. The cost of this service to the Union shall be $70 per year.
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 4 and 5.

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. An SRP is entitled to representation by the Union 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 a grievance 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 official 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 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 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 the 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 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) day's 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 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 appeal and the decision 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 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 or representatives, 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 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) Any arbitration costs mutually accrued shall be shared equally by the Board and the Union.

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.
ARTICLE VII -- WORKING CONDITIONS

SECTION A -- Disciplinary Procedures

1. Any SRP who is suspended or discharged shall be notified in writing of the reason for such action.
2. 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 shall have the right of Union representation at such meeting. This section shall not be interpreted to apply to conferences relating to observation or evaluation of work responsibilities.
3. 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.

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.
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 Personnel 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 or who desire to transfer to another worksite or position shall file a written request on the appropriate form. Such request shall be reviewed by worksite supervisors when filling any vacant position and will remain valid for a period of 12 months following date of application.
4. 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 change 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. SRP selected for layoff and the Union shall be given notice of the layoff and the reason therefore in writing.

3. SRP laid off under this procedure and then rehired shall not be subject to layoff for a period of 12 months.

4. An SRP who is laid off under provisions of this section shall be placed on leave without pay for a period of 12 months. This leave may not be extended beyond one 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 district-wide, and positions shall be offered regardless of where they occur in the district. 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 251-day 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. The person at the top of the recall list for a specific position vacancy must respond within 48 hours of an offer of a position. If the person does not accept the 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 6, 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.

6. When an SRP is offered a position at a worksite which is 20 miles further from his/her residence than 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.

7. If, after accepting a position, an SRP does not report to the new position within five (5) working days of the offer being accepted, 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. If an SRP has not been recalled within 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 SRP's strengths and weaknesses.

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. These comments shall be 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 for deficiencies.

6. All confidentiality of the assessment allowable by law will be granted by the Administration.

7. All SRP will be evaluated at least once during the school year. All evaluations conducted by district employees shall be made only by worksite supervisors, their designees, or district-level supervisors.

8. All recommendations regarding continued employment except for positions affected by the lay-off procedure shall be based upon information contained in the SRP's personnel file.
SECTION G -- Staff Development

1. Each worksite supervisor will select a representative to coordinate SRP staff development activities at that worksite. Said coordinators shall be selected from a list of bargaining unit members recommended by majority 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 worksite supervisor shall contain at least two (2) names. The person selected shall be announced to the SRP at the beginning of each work year.

2. The Superintendent shall appoint two (2) of the SRP staff development coordinators selected in paragraph 1 above to serve on the Teacher Education Center Council.

3. The Teacher Education Center Council shall assess all aspects of the district's existing staff development program. As part of this assessment process, said Council shall study all recommended components from employees, the inservice evaluation process, and the distribution of components. The Council shall also provide for an evaluation of each of the components to be offered throughout the year and shall approve any additional components to be included in the existing staff development plan. As a result of the said assessment, the Council shall recommend to the Superintendent any changes needed in the existing program as well as program components for the coming fiscal year.

4. All staff development components offered within any calendar month shall be posted in each worksite by the 15th working day prior to the activity.

5. 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 X, Section A, 3. of this Agreement.

6. 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.

7. SRP within a specific field shall have first opportunity to attend staff development components related to their field.

8. Master inservice points may be used for recertification, and each group of 20 points shall be equivalent to one (1) semester hour for this purpose.

SECTION H -- Political Activity

1. All SRP shall have freedom of political action when not engaged in their work assignments or other assigned responsibilities during the work day 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

1. Each SRP shall be granted at least a 30 minute duty-free non-paid lunch period except in Headstart where lunch will be provided for the SRP.

2. Each SRP shall be granted one (1) 15 minute relief period during each three (3) to four (4) hour period of work during the workday. The worksite supervisor shall designate the relief period for each SRP.

3. No SRP shall be required to work beyond their normal work day 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 40 hours per week. With mutual agreement, compensatory time-off may be substituted for overtime pay.

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 to receive copies of any material in his/her personnel file upon identifying himself/herself in person or upon written request. Cost of duplication, not to exceed 12 cents per sheet, shall be paid by the SRP. Review of the file shall be in the presence of the Director of Personnel Services, the Custodian of Records, or their designee.

7. Upon 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 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. Released 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.

SECTION N — Miscellaneous

1. The job title for teacher aides shall be Paraprofessionals.
2. The job title for transportation aides shall be Transportation Assistants and the job title for transportation maintenance aides shall be Transportation Maintenance Assistants, and the job title for health aides shall be Health Assistants.
3. 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.
4. All SRP assigned to work at more than one worksite shall have one worksite designated as a home-base worksite. Such SRP shall receive their salary warrants at the home-base worksite.
5. 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 lunch time.
6. No SRP shall be required, as a condition of employment, to participate in commercial solicitation regarding noninstructional materials.
7. An SRP who works at a worksite on double session or extended-day schedule shall receive full pay for a full day worked.
8. 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.
9. 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.
10. 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 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.
11. 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 10 calendar days prior to the termination date.

12. Upon request, an SRP shall receive a courtesy pass for regular season district athletic events which will admit him/her free of charge.

13. 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. 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.

14. 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. The employee copy of this discipline referral form shall be returned to the employee who submitted the form when action is completed.

15. Within the first two (2) weeks of the beginning of school each year, each transportation employee and paraprofessional will be provided with a copy and explanation of the Code of Student Conduct. These SRP will have all the rights and responsibilities regarding student discipline as specified in the Code.

SECTION 0 — School Related Person of the Year

1. The Union shall conduct the School Related Person of the Year selection process for the 1988-89 school year and subsequent years using rules devised for that purpose by the Union.

2. All meetings related to selection of School Related Person of the Year shall be held after normal working hours of the SRP involved.

3. The Board shall recognize the SRP selected as School Related Person of the Year.
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 of 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 said 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. Positions shall be held for SRP who qualify for unpaid leave under the following conditions: (a) health leave for 15 days once per work year with one extension up to 15 days provided that the SRP provides, upon request, a written explanation as to why the extension is needed; (b) child rearing leave for up to one-half (1/2) the work year of the applicant; (c) military leave for the period of time obligated to serve; (d) education leave for a period not to exceed one year; (e) civic participation leave for up to one (1) year at a time for a period not to exceed the term of office; or (f) Union president’s and Union-designated extended leave as explained in Article III, Section A, paragraphs 9 and 11. Upon request, an SRP shall be granted any unpaid leave listed in Section C under the conditions stated therein for which he/she qualifies for a period up to one (1) year, but his/her position shall not be held except for SRP who are granted civic participation leave, education leave, military leave, or Union president’s and Union-designated extended 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 extended 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 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. 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.

8. 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.
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 beginning with the fifth (5th) month; such leave shall be credited as earned. Sick leave shall not be used prior to the time it is earned by the SRP.
   b) For the purpose of earning sick leave, positions in which the work year consists of up to 219 days are 10 month positions; positions in which the work year is from 220 - 230 days are 11 month positions; and positions in which the work year is 231 days or more are 12 month positions.
   c) SRP who work less than the full number of days in a position shall receive one day of sick leave for each period consisting of 20 work days. All fractions shall be rounded down to the nearest whole number for the purposes of establishing the number of sick days earned.
   d) 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.
   e) Sick Leave shall be cumulative from year to year. There shall be no limit placed upon number of days an SRP may accrue.
   f) Sick leave hours accrued shall be reported on each salary warrant stub.
   g) 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.
      3) Extended illnesses and/or disability related to pregnancy if leave request is accompanied by a physician's statement of disability.
   h) 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.

2. Illness-in-Line-of-Duty Leave
   a) An SRP shall be entitled to illness-in-line-of-duty leave not to exceed 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.
   b) In case of sickness or injury occurring under said circumstances, the Board may grant additional leave.
   c) No leave granted under this provision shall be charged to accrued sick leave.

3. Personal Leave
   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 the SRP cites one of the four (4) reasons stated above, no additional explanation will be required.
4. Jury Duty
   a) An SRP absent from school because he/she has been selected for jury
duty, subpoenaed, or asked to appear as a witness in cases not involving personal
litigation for matters not related to his/her employment shall be paid his/her
regular salary by the Board.
   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.

5. Vacation Leave
   a) SRP employed in a position, the normal length of the work year of which
is 251 days or more, shall earn vacation leave at the following rate:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Proportion of Days of Leave Earned During Pay Period (Biweekly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up Through 5 years</td>
<td>.5</td>
</tr>
<tr>
<td>6 Through 10 years</td>
<td>.625</td>
</tr>
<tr>
<td>Over 10 Years</td>
<td>.75</td>
</tr>
</tbody>
</table>

   b) Continuous service shall be construed as employment with one 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 10 days.
   f) Consecutive employment in less than 251 day 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) An SRP who transfers from a vacation-earning position to a nonvacation
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) No SRP shall be permitted to accrue more than 30 days of vacation.

6. Sick Leave Bank
   (Language forthcoming)
SECTION C -- Unpaid Leaves

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 30 days, when possible, prior to the commencement of the
      leave.

2. Military Leave
   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.

3. Education Leave
   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: (a) the SRP must complete at least 15 credit hours each
   semester or the equivalent number of credit hours each quarter or the equivalent
   technical or trade credit while on leave; (b) the SRP must be enrolled as a
   degree-seeking student or equivalent technical or trade certification; (c) 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 accrediting
   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.

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.
5. Health Leave

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. Such leave shall not be granted more than once in any five (5) year period.

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.
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.

2. The Board shall indemnify and save harmless all SRP from any claims, 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. SRP shall receive appropriate training in the use of all equipment and machinery required to be used in the performance of their duties. 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 warrant 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. Any SRP shall immediately report any instance involving the use of physical force to protect himself 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 employment to the worksite supervisor or designee. If requested, the SRP shall give in detail the circumstances thereof in writing.

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 illness-in-the-line-of-duty leave for a period not to exceed 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. Any SRP who has any claim for compensation while absent under this section shall file a claim in the manner prescribed in Section 231.40 (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.

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.

2. 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 budget a sum of $2000.00 for the 1987-88 fiscal year for 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 his/her employment or from any act by the SRP for the purpose of preventing injury to persons or damage to property located on the worksite during the times when the SRP is on said worksite during any worksite-related activity. No claim covered under other provisions of this Agreement shall be paid from this account. If any portion of this fund is not expended in the first year of this agreement, an amount equal to the unexpended sum shall be budgeted in addition to a sum of $1000.00 for each year after the 1987-88 fiscal year, provided that the sum carried over from the previous year and the sum budgeted for the new year shall not exceed $3000.00. If the sum budgeted for the new year and the sum carried over from the previous year would exceed $3000, the Board's contribution for the new year would be reduced to the amount required to reach a total of $3000.00.

2. 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. 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.

3. In order to receive reimbursement, the SRP must: (a) report the vandalism or destruction to the worksite supervisor, (b) notify law enforcement agencies where appropriate, and (c) report to the worksite supervisor the he/she has brought to the worksite an item valued at more than that $500.00, other than personal vehicle.
SECTION E -- Liability

The Board agrees to maintain liability coverage of not less than 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.
ARTICLE X — 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 1987-88 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. 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.
5. The Board agrees to provide each SRP with his/her W-2 form on or before January 31.
6. 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 deductions/reductions are made.

7. Underpayment and Overpayment.
   a) In the event any SRP feels that he/she has been underpaid, the following procedures shall be followed:
      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 past two (2) year 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 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.
   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 teacher and the Superintendent or his/her designee but not beyond the amount owing for the work year in which the overpayment is identified. Said repayment shall not extend beyond the oncoming fiscal year.
      3) Retroactivity for overpayment shall be limited to the past two years in which the overpayment is identified.
8. 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.

9. The Board shall make provisions upon request and approval by any unit member to deposit his/her paycheck directly to the Suncoast Schools Credit Union. Said check will be mailed 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.

10. The Education Supplemental Pay Plan shall be continued for all SRP eligible to participate. A copy of the Plan shall be provided to each eligible SRP.
1. The Board agrees to contribute the full cost per month toward the cost of hospital-surgical, major medical, dental, and vision insurance for all SRP. An alternative program shall be provided for bargaining unit members who choose to not take advantage of the major medical coverage.

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. School Food Service employees who work four (4) hours or more per day or 20 hours or more per week for 90 days or more per year shall be eligible for fringe benefits to the same extent as full-time SRP. All other SRP who work at least six (6) hours per day or 30 hours or more per week for 90 days or more per year shall be eligible for fringe benefits to the same extent as full-time SRP. SRP currently eligible for fringe benefits shall continue to receive fringe benefits as long as they maintain current eligibility until such time as their employment with the district is terminated. If a person currently earning benefits drops below the work hours necessary to earn 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 benefits.

4. 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 furnished to the bargaining unit members and provided to the Union prior to the annual open enrollment date.

5. The Board agrees to provide $12,000 of term life insurance for each SRP. Subject to the requirements of the carrier, additional coverage may be purchased at the expense of the SRP. Upon proper authorization, such cost for additional coverage shall be deducted from the salary warrant of said SRP.

6. The open enrollment for health insurance 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 of the contract issued by the participating insurance carrier.

8. The District School Board of Pasco County agrees to implement a "Cafeteria Plan" for optional fringe benefits purchased by the individual SRP. Such benefit options shall include but not be limited to income protection, life insurance, accident insurance, and legal plans. The Board agrees to contribute into this program at the annual rate of $300.00 per year for each bargaining unit member. Detailed guidelines for the establishment and implementation of this program shall be as mutually agreed upon between the Board and the Union.
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 or programming cost 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 Annuities

1. The Board agrees to purchase the most economical single-payment retirement annuity through the bidding process or the purchase of one which is mutually acceptable to the Board and the Union for all bargaining unit members who have attained the age of 55, who have 25 or more years of creditable service and who have reached the final step on their salary schedule, and who have applied for retirement under the Florida Retirement System (FRS). Such annuity shall yield an annual amount of money equal to the following:

<table>
<thead>
<tr>
<th>RETIRING AT AGE</th>
<th>ANNUITY AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>.5384615 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>56</td>
<td>.42857 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>57</td>
<td>.33333 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>58</td>
<td>.25 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>59</td>
<td>.17647 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>60</td>
<td>.11111 x early retirement benefits received from FRS</td>
</tr>
<tr>
<td>61</td>
<td>.05263 x early retirement benefits received from FRS</td>
</tr>
</tbody>
</table>

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. An employee shall have the right to receive a cash settlement upon early retirement equal to the amount which would have been paid by the Board for the most economical single-payment annuity or to elect to have the Board purchase for this amount an annuity with options similar to those available through the Florida Retirement System. In no case shall the cash settlement or cost of the optional annuity choice exceed the cost of the most economical single-payment annuity.

5. If an employee chooses one of these aforementioned early retirement options, the Board will have no further obligation toward his/her retirement benefits.
SECTION E -- 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 mandatory retirement due to attainment of the age of 70) 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 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 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 times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
   d) During and after the 10th year of service in a Florida school district, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
   e) During and after the 15th year of service in the Pasco school district, the daily rate of pay multiplied by 75 percent times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
   f) During and after the 20th year of service in the Pasco School District, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

2. 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 X, Section E, 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.
The District School Board of Pasco County agrees to establish a Group Medical Insurance Recovery Incentive Program. This program is designed to provide a cash incentive to employees who discover and arrange for the recovery by the Group Insurance 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 Insurance 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 insurance carrier/administrator shall be 50% of the amount of the overcharge that is recovered by the insurance carrier/administrator as a result of direct negotiations between the employee and the provider and shall be limited to a maximum of $1000 per admission. 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 Insurance Plan shall be considered in determining the amount payable to insured employees under this program.

3. Proof of eligibility for a cash incentive must be submitted to the Employee Group Medical Insurance carrier(s)/administrator(s) in the form of a copy of the initial itemized bill with the overcharge circled and a copy of the adjusted bill showing the correct charges. After the overcharge has been recovered, the Group Medical Insurance 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.

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.

5. Upon request, all unit members shall receive the procedures and forms for this program from the Union office.
ARTICLE XI -- 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 party, 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 U.S. Highway 41
Land O' Lakes, Florida 34639
ARTICLE XII — DURATION

1. This Agreement shall remain in full force and effect until midnight, June 30, 1990, and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party at least 90 days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within 10 days after the giving of such notice.

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 1988-89 fiscal year on salary schedules, summer school pay, fringe benefits, minimum hours for transportation, food service, and custodians, working conditions within specific job classifications, the grievance definition, items affected by legislation, or by mutual consent of both parties. Contract reopeners for the 1989-90 school year will be negotiated during 1988-89 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.
SECTON A — Filling of Positions

1. Announcements of summer school dates and tentative positions will be posted in each school in the district and in the District Office and given to the Union on or before May 1.

2. Summer school assignments shall be voluntary. Any SRP choosing not to accept such assignments shall not be penalized.

SECTON 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.
SALARY OFFER

All SRP salary schedules shall be improved by 7.5% including step increases except for Head Start salary schedules which shall be improved by 3% including step increases. All salary increases shall be retroactive to the first work day of the SRP during the 1987-88 fiscal year.

All salaries specified for SRP authorized to work in the 1987 summer school shall be increased by 7.5% for the 1988 summer school.
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. From this day forward, 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. Any SRP under employment for at least one day more than one-half of his/her normal work year shall receive a full year of experience in determining the SRP's position on the salary schedule.

4. Pay dates for the 1988-89 school year and the number of salary warrants will be negotiated during the 1988-89 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 15 days of the termination date.
The Board has provided to the Union the current procedures used by the Transportation Department for the assignment of bus routes and field trips and agrees to abide by these procedures for the remainder of this year.
MEMORANDUM OF UNDERSTANDING  
ON  
NON-INSTRUCTIONAL SICK LEAVE BANK  
The Noninstructional Sick Leave Bank will continue to operate for the remainder of the 1987-88 school year under the present policies and procedures, except that the President of USEP shall be included on the administration committee. This program will be opened for negotiations during the 1988-89 negotiations.
MEMORANDUM OF UNDERSTANDING
ON
WORKLOAD, JOB DESCRIPTIONS, AND UNIFIED SALARY SCHEDULE

The Board and the Union agree to establish a committee of four (4) members, two (2) from the Union and two (2) from the Administration, to update, evaluate, and investigate job descriptions, workloads, and establish a unified salary schedule.
DISTRIBUTION BOARD OF PASCO COUNTY
Grievance Report Form

Name(s) of Grievant(s):

School: Assignment:

Home Address: Street City Zip

Home Telephone: ( ) Area Code

Grievance #/Year_____ Grievance Level_____ Date Filed_______

Grievance filed under the provisions of Article VI: Sec. A-1/Sec. 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 Date

One copy each: Administrator, Union, Grievant, Superintendent
## APPENDIX B--POLITICAL ACTION COMMITTEE DUES AUTHORIZATION FORM

### PASCO CLASSROOM TEACHERS ASSOCIATION

**POLITICAL ACTION COMMITTEE (PAC) DEDUCTION AUTHORIZATION**

<table>
<thead>
<tr>
<th>WORK SITE</th>
<th>JOB TITLE</th>
<th>PRINT NAME (LAST FIRST)</th>
<th>SOCIAL SECURITY NO.</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CITY</th>
<th>ZIP CODE</th>
<th>HOME PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

I authorize the District School Board of Pasco County to deduct from my paycheck Political Action Committee (PAC) donations in the amount indicated. I understand that I may terminate this deduction authorization at any time by submitting thirty (30) days notice to the School Board and PCTA.

### AMOUNT PER PAYCHECK

- □ 1.00
- □ 1.50
- □ 2.00
- □ 2.50
- □ (Other)

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

Signature

Date
APPENDIX A—MEMBERSHIP APPLICATION DUES DEDUCTION FORM

PASCO CLASSROOM TEACHERS ASSOCIATION
CONTINUING MEMBERSHIP APPLICATION

WORK SITE  
JOB TITLE  
PRINT NAME (LAST FIRST)  
SOCIAL SECURITY NO.

ADDRESS  
CITY  
ZIP CODE  
HOME PHONE

☐ CASH PAYMENT  
☐ PAYROLL DEDUCTION

I authorize the District School Board of Pasco County to deduct from my salary membership dues to be remitted to the Pasco Classroom Teachers Association. I understand that I may terminate these deductions at any time by submitting thirty (30) days' written notice.

DATE  
SIGNATURE

SIGNATURE  
DATE