8-28-1995

Pasco County, District School Board and United School Employees of Pasco Memorandum (1995)
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Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United
States Department of Labor, Bureau of Labor Statistics

Comments
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MEMORANDUM

DATE: August 28, 1995

TO: Administrators

FROM: Francis S. Kalinowski, II
Director of Noninstructional Employee Relations

SUBJECT: TENTATIVE 1995-1996 SCHOOL RELATED PERSONNEL (SRP) COLLECTIVE BARGAINING AGREEMENT

Attached to this memorandum is a copy of the tentative 1995-96 SRP Collective Bargaining Agreement. The United School Employees of Pasco plans to ratify the tentative agreement on Thursday, August 31, 1995. The agreement will then be submitted to the School Board for approval on September 5, 1995.

The following are highlights of the agreement:

• SRP who are eligible for a salary step increase will receive that increase.

• For SRP at the top of the salary schedules the service factor increases from 1¢ to 2¢.

• The fringe benefits package will remain the same with the Board continuing to pay a maximum of $2,744.34 per year for each eligible employee. However, if the cost of the benefits package increases effective January 1, 1996, we may return to the bargaining table to discuss the package.

• Article VII - Working Conditions; Section N: New items 22 and 23 have been added which pertain to the administration of medications and performance of routine medical procedures by SRP, and notification of SRP of students with medical problems.

• Article VIII - Leaves of Absence; Section B - Paid Leaves; Item 3 - Personal Leave: New language allows an SRP to use one day per year to help chaperone or act as a supervisor at an event in which the SRP’s child is participating, with certain restrictions for transportation personnel.

Please let me know if you have any questions regarding the agreements.

/fsk

District Wide Accreditation • Southern Association of Colleges and Schools
SCHOOL RELATED PERSONNEL (SRP)
COLLECTIVE BARGAINING TENTATIVE AGREEMENT
1995 - 1996

ECONOMIC PROPOSAL

- **Addendum A - Rules Governing the Salary Schedule**: Revised language updates the dates of the school year and increases the service factor for SRP from $1^e$ to $2^e$. Estimated cost = $103,000.

- **Economic Package**: Grants steps for the 1995-1996 school year; applies $117,500 to salaries above the step increases (to fund the service factor increase).

Salaries
Fringe Benefits
Reopening Negotiations During the 1995-1996 School Year

NEW CONTRACT LANGUAGE

- **Article VII - Working Conditions; Section N**: New items 22 and 23 which pertain to the administration of medications and performance of routine medical procedures by SRP, and notification of SRP of students with medical problems.

- **Article VIII - Leaves of Absence; Section B - Paid Leaves; Item 3 - Personal Leave**: New language allows an SRP to use one day per year to help chaperone or act as a supervisor at an event in which the SRP's child is participating, with certain restrictions for transportation personnel.

- **Article XIII - Duration

MEMORANDUMS OF UNDERSTANDING

- Use of Personal Leave for Parental Involvement.
- 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 Plan
- Transportation Department Procedures
ADDENDUM A - RULES GOVERNING THE SALARY SCHEDULE

1. same
2. same
3. same
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.
5. same
6. same
7. same
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 .04 .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.

For the Board

Date

For the Union

Date
USEP COUNTERPROPOSAL
August 14, 1995
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.
   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 rate which the Board contributes towards the cost of the benefits package for each employee.

For the Board

For the Union

Date

8/14/95
Section N - Miscellaneous

(New Language)

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 assistants, or 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

1. same
2. same
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 3a 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.

For the Board

For the Union

Date

Date
ARTICLE XIII - DURATION

1. same
2. same
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.
4. same

Francis A. Kozlowski
For the Board 8/17/95

LaVonne Miller
For the Union 8/17/95
MEMORANDUM OF UNDERSTANDING
Use of Personal Leave for Parental Involvement

The Board and the Union agree to an automatic reopen of the language contained in Article VIII, Section B, Paragraph 3 during the 1996-97 bargaining sessions.

Francis J. Kalinowski
For the Board

LaVonne Miller
For the Union

8/17/95
Date

8/17/95
Date
Asbestos Exposure Procedure

The Board and the Union agree that school employees, in the course of performing their job responsibilities, may suspect that they are working with asbestos-containing materials.

The Board and the Union recognize that there may be reports of the presence of asbestos and also recognize the need to take steps to insure the safety and health of both employees and students from any future disturbance of asbestos. Therefore, the Board and the Union agree that the procedures listed below for handling a report of suspected exposure to asbestos will be followed:

1. The employee will stop work immediately.
2. In the area where the event occurred, the employee will put on the provided protective clothing over his/her work clothes and shoes.
3. The employee will attempt to secure the area to keep other persons from becoming involved.
4. The employee will notify the worksite supervisor and environmental specialist or director of maintenance or senior crew chief. (One or more of the Maintenance Department staff will respond to the scene as soon as possible.)
5. After the arrival of the Maintenance Department staff person(s), the employee will return to the Maintenance Department unless instructed otherwise.
6. The Maintenance Department will take action to prevent further exposure at the worksite.
7. In a shower stall and before turning on the water, the employee will remove any clothing (including shoes) which may contain suspect material, place in a provided bag, tie, and give bag to a designated employee of the Maintenance Department.
8. The employee will bathe so as to remove all suspect dust/material from his/her body.
9. The employee will put on the temporary clothing provided to him/her by the Maintenance Department.
10. The employee will complete necessary reports at the Maintenance Department unless instructed otherwise.
11. The Maintenance Department will have the suspect material tested. Employees involved will be informed of test results.
12. At the request of the Union, the District will authorize, out of the funds provided in Article IX, Section D of the SRP collective bargaining agreement, an amount sufficient to purchase replacement work shoes of an equal value and type if the employee does not have other work shoes he/she can use.
13. If the suspect material is not found to contain asbestos, the employee's clothing will be returned to him/her. If his/her original work shoes are returned to the employee, the District may require the replacement shoes to be returned to the District.
14. If asbestos is found, the clothing will be disposed of according to law, and, at the request of the Union, the District will authorize, out of the funds provided in Article IX, Section D of the SRP collective bargaining agreement, an amount sufficient to purchase replacement clothing of equal value and type.

The District intends to continue to use certified asbestos contractors on all projects involving asbestos and to notify employees working in the general area of the nature of the work in progress. The above procedures will
be used in the event an employee comes upon asbestos or material he/she believes to be asbestos in a place that is not indicated in the specific worksite's Asbestos Management Plan.

For the Board  

Date  

For the Union  

8/14/95

Date  

8/14/95
Attendance Incentive Program

The Board and the Union recognize the need to reward those SRP who exhibit responsible use of sick leave. Therefore, for the 1994-95 1995-96 school year, the Board shall authorize a committee to investigate the feasibility and desirability of an attendance incentive program.

An administrator with voting power shall chair this committee. In addition, the Board and the Union shall name an equal number of voting members.

For the Board

For the Union

Date 8/14/95

Date 8/14/95
MEMORANDUM OF UNDERSTANDING

Injury/Illness-in-Line-of-Duty

The Board and the Union agree that a committee shall be authorized during the 1994-95 1995-96 school year to investigate and approve reports of illness/injury-in-line-of-duty, use of illness/injury-in-line-of-duty leave, and make recommendations to improve safety conditions and the use of Workers' Compensation benefits. An administrator with voting power shall chair this committee. In addition, the Union and Board shall name an equal number of voting members, such equal number to be mutually agreed upon.

For the Board

For the Union

Date

Date
MEMORANDUM OF UNDERSTANDING

Maintenance Employees Reporting to Work at Worksite Other than Maintenance Department and Crew Chiefs Driving Vehicles Home

When a maintenance employee is required to report first thing in the morning to any worksite other than the Maintenance Department, he/she shall be provided a District vehicle to drive home the preceding afternoon.

Current crew chiefs will continue to drive District vehicles home. As crew chief vacancies are filled from the date of ratification of this Agreement forward, newly appointed crew chiefs will not be permitted to drive District vehicles home, except that newly appointed crew chiefs who supervise water and sewer, electrical, plumbing, and air conditioning will continue to be permitted to drive District vehicles home.

For the Board

[Signature]

Date 8/14/95

For the Union

[Signature]

Date 8/14/95
MEMORANDUM OF UNDERSTANDING

Negotiations of Impact of SRP Continuous Employment Bill

The Board and the Union agree to negotiate provisions to be followed in the event of a districtwide reduction of SRP for financial reasons and to negotiate the impact of the SRP Continuous Employment Bill on the layoff and recall provisions (Article VII, Sections D and E) of the SRP Master Contract separate from the regular negotiations for the 1994-95 1995-96 school year but prior to April 1, 1995 1996.

For the Board 8/14/95

Date

For the Union 8/14/95

Date
MEMORANDUM OF UNDERSTANDING

School Advisory Councils

The 1993 Florida Legislature passed CS/HB 1689 which revises Florida Statute 229.58(1)(a) and which states that each school advisory council shall be composed of the principal and an appropriately balanced number of teachers, education support employees (SRP), students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. Council members representing teachers, education support employees, students, and parents shall be elected by their respective groups at the school in a fair and equitable manner. SRP shall be elected by SRP.

According to the provisions of Florida Statute 229.58(1)(a), education support employee means any person employed by a school who is not defined as instructional or administrative personnel and whose duties require twenty (20) or more hours in each normal working week.

The composition of and procedures for SRP membership on School Advisory Councils (SACs) shall be in accordance with the guidelines provided in the District Manual “Pasco County District School Advisory Councils.”

For the Board  
8/14/95  
Date

For the Union  
8/14/95  
Date
MEMORANDUM OF UNDERSTANDING

School Food Service Program

The Board and the Union agree to extend the School Food Service Program Committee through the 1994-95 1995-96 school year.

The committee shall be authorized to evaluate the district School Food Service program and to make recommendations to improve operations and to increase efficiency. An administrator with voting power shall chair this committee. In addition, the Board and the Union shall name an equal number of voting members.

For the Board

Date

For the Union

Date
Memorandum of Understanding

Substitute Bus Driver Recruitment/Retention Plan

The Board and the Union agree that a problem exists in the recruitment and retention of an adequate number of substitute bus drivers. In an effort to correct the situation, it is agreed that the following will be implemented July 1, 1994:

1. Substitute bus driver hourly rate will be increased from $6.13 to $7.00.

2. Thirty days after starting training, substitute bus drivers will be paid for the forty (40) hours of training, provided that they worked during this period.

3. Six (6) months after a substitute bus driver is appointed to and works in a regular position, he/she will be paid a one-time bonus of $200.00.

4. Regular drivers who resign their position to become substitutes will not be eligible for the $200 bonus.

This plan will be implemented on a trial basis from July 1, 1994, through February 1, 1995, continued through the last day of the 1995-1996 school year. At that time, this plan will be reviewed to determine if the goal of recruiting and retaining a sufficient number of substitute bus drivers has been realized.

For the Board

Francis A. Kahnowski

Date 8/17/95

For the Union

LaVonne Miller

Date 8/17/95