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

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Pinellas County, Florida School Board and Pinellas Career Services Association, Florida Teaching Profession, National Education Association (1981)

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AGREEMENT

1981 – 1984

THE PINELLAS COUNTY SCHOOL BOARD
AND
THE PINELLAS CAREER SERVICES ASSOCIATION
PREAMBLE

This AGREEMENT entered into by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the BOARD) and the PINELLAS CAREER SERVICES ASSOCIATION-FTP/NEA (hereinafter referred to as the ASSOCIATION) for the purposes of collective negotiations concerning salary, fringe benefits, and terms and conditions of employment pursuant to Florida State Statute Chapter 447:

PRINCIPLES

WHEREAS, the Association recognizes that the Board has responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, subject to the provisions of this Agreement in dealing with the personnel covered by this Agreement, and

WHEREAS, the Board and the Association have agreed to negotiate in good faith with respect to the determination of those matter prescribed by law, subject to the provisions of this Agreement in dealing with the personnel covered by this Agreement, and

WHEREAS, the Board and Association recognize the importance of expeditious resolution of disputes which may arise as to proper interpretation of this Agreement, and henceforth agree to include herein a procedure for the effective processing of such disputes, and

WHEREAS, the Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, and

In consideration of the following mutual covenants, it is hereby agreed as follows:
ARTICLE I
RECOGNITION

A. Unit

The Board recognizes the Association as the exclusive bargaining agent for collective negotiations concerning salary, benefits, working conditions and other terms and conditions of employment for all regular (permanent) full-time and regular (permanent) part-time employees of the School Board of Pinellas County in the unit as promulgated by the Public Employees Relations Commission in the Certification of Exclusive Collective Bargaining Representative pursuant to the provisions of Florida State Statute Chapter 447.307 as amended by Chapter 77-343, Section 12 - Certification number 378. The employees represented are included in the following job classifications: All regular full-time and regular part-time para-professionals, aides, and clerical employees of the Pinellas County School Board. (See Appendix A)

B. Definition of Employee

1. The term "employee" when used hereinafter in this Agreement shall mean all employees defined as members of the bargaining unit by the preceding section.
2. The term "full-time" permanent employee when used hereinafter in this Agreement shall mean an employee scheduled to work at least six (6) hours per day in one regularly budgeted position.
3. The term "part-time" permanent employee when used hereinafter in this Agreement shall mean an employee scheduled to work at least four (4) hours per day in one regularly budgeted position.
4. All references to male employees shall include female employees.

C. Association Recognition

Recognition of the Association as the exclusive bargaining representative does not in any way preclude any employee to individually communicate with the members of the School Board, or with the agents and/or employees of the Board, in any manner not inconsistent with this Agreement, provided this shall not be applicable to any matter subject to the Grievance Procedure except as specifically prescribed therein. The Board and the Association agree that neither will discriminate for or against any employee in matter relevant to salary or conditions of employment because of membership or non-membership in the Association. Employees have the right to join or refrain from joining, forming, or assisting professional organizations.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURES

A. Negotiations of Successor Agreement

The Board agrees to initiate negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein on a good faith effort to reach continuing agreement on salaries, fringe benefits, and terms and conditions of employment or as otherwise provided by law at that time as regards the mandatory scope of negotiations. Any agreement so negotiated shall apply to all members of the bargaining unit as defined herein and shall be reduced to writing and signed by both parties.

B. Commencement of Negotiations

1. Negotiations shall commence with a meeting at a mutually satisfactory place and time, but no later than April 1 or thirty (30) calendar days after receipt, by the Superintendent, of a written notice from the Association that negotiations for a successor agreement are desired, which date shall last occur. The Association shall submit its proposals at that meeting.
2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.
Dates of Bargaining

1. Actual dates of bargaining sessions shall be mutually established by the Board and the Association so as to expeditiously promote the achievement of agreement.
2. Negotiations shall be conducted at a time and place satisfactory to the parties.

D. Designation of Representatives

1. Each party agrees to certify its representatives to the other and to authorize said representatives to assist in negotiations.
2. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist in negotiations.

E. Impasse

Both parties shall endeavor to minimize the possibility of impasse. If declared by either party, said impasse shall be resolved following the procedures outlined by Florida State Statute Chapter 447 and the rules of the Public Employees Relations Commission.

F. Consensus and Ratification

1. When consensus is reached by the negotiations teams covering the areas submitted to negotiations, the proposed agreement shall be reduced to writing and submitted to the Board and Association for ratification with a favorable recommendation from the negotiation teams. There shall be four (4) signed copies of the final agreement. Two (2) copies shall be retained by the Board and two (2) copies shall be retained by the Association.
2. The parties shall pursue appropriate statutory directives, if any, if either party declines to ratify the tentative agreement reached by their negotiating representatives.
3. Until ratification by both parties has been accomplished, the agreement shall have no power of effect.

G. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by an affected employee, a group of employees or the Association of a violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. The "aggrieved person" or "grievant" is the employee or group of employees, or the Association, asserting the grievance.
3. The term "days" when used in this article shall, except where otherwise indicated, mean working school days of a majority of all employees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

C. Time Limits

1. It is desirable that grievances be processed in accordance with the time lines as stipulated in the contract.
2. Time limits are of the essence and shall be strictly adhered to at all times. The parties agree that it is desirable to seek the resolution of pending grievances prior to the conclusion of the school year.

D. Procedure

The parties agree that it is most desirable for an employee and the principal or appropriate administrator to whom the employee is responsible to discuss the matter informally in an effort to resolve the problem. An Association representative may be requested to assist in efforts to resolve the problem informally with the principal or appropriate administrator not including any person who is a member of any bargaining unit recognized by the Board. Should informal procedures fail to satisfy the aggrieved person, then the grievance shall be formally processed as follows:

1. LEVEL ONE (1) - Principal or Appropriate Administrator
   An employee with a grievance (not remedied through informal discussion) shall submit his grievance in writing to his principal or appropriate administrator within fifteen (15) days of its occurrence. The written grievance shall set forth all of the pertinent facts, enumerate the specific provisions of the Agreement allegedly violated, and specify the remedy requested. The principal or appropriate administrator shall meet with the employee and his representative to discuss the grievance. The principal or appropriate administrator shall issue a written decision within ten (10) days of such meeting.

2. LEVEL TWO (2) - Superintendent
   If the aggrieved person is not satisfied with the disposition of his grievance at LEVEL ONE, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he may forward his grievance in writing to the Superintendent or his designee. The Superintendent or his designee shall request the grievant and his representative to meet with him to discuss the grievance, provided such meeting shall be scheduled no later than ten (10) days following the filing of the grievance at LEVEL TWO. The Superintendent or his designee shall respond in writing to the grievance within ten (10) days of the filing or of the meeting, with a copy to the Association.

3. LEVEL THREE (3) - Arbitration
   If the Association is not satisfied with the disposition of the grievance at LEVEL TWO, or if no decision has been rendered within the time limits prescribed at LEVEL TWO, it may submit the grievance to binding arbitration by giving notice of the same in writing to the Superintendent or his designee with fifteen (15) days of the LEVEL TWO response, or if such response was not given, of the date when such was due. If the parties cannot agree upon an arbitrator within seven (7) days of such notice, the arbitrator shall be selected utilizing the procedures of the American Arbitration Association.
   a. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs in the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not alter or amend any provisions of this Agreement.
   b. In the event that arbitrability of a grievance is at issue between the parties, the arbitrator shall resolve the same in accordance with established arbitral practice, provided this section shall not be construed as to limit the right of either party to seek judicial intervention or interpretation.

E. Costs

1. Should either party request a transcript of the proceedings at LEVEL THREE, then the party shall bear the full cost of the transcript. If each party requests a transcript, the cost of the transcripts will be divided equally between the parties.
2. The costs of the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3. Each party shall bear the full cost of its representation at levels of the grievance procedure.

F. Rights of Employees to Representation

1. Employee and Association
   a. At LEVELS ONE and TWO, the aggrieved person may be accompanied by a representative.
   b. No employee shall be required to discuss a grievance if an Association representative is not present.
   c. A representative of the Association may be present at any formal meeting of this procedure.

2. Reprisals
   No reprisals shall be taken because of participation in the grievance procedure.

G. Miscellaneous

1. The parties will cooperate in the investigation of any grievance and provide pertinent non-confidential information necessary for the processing of a grievance.

2. Group Grievances
   a. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall be processed as a single grievance. Any group grievance shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance.
   b. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with appropriate county administrator rather than with the principal.

3. Separate Grievance File
   All records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms
   Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association President or his designee and given appropriate distribution to school buildings and work locations.

5. Meetings and Hearings
   All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE provided the Board may be represented at any such meeting or hearing.

H. Miscellaneous

As provided by law, and except as otherwise provided herein, the Association retains the exclusive right as the bargaining agent for the management of the grievance procedure on behalf of all employees.

ARTICLE IV
EMPLOYEES RIGHTS AND PRIVILEGES

A. If an employee is required to appear at any meeting at which disciplinary action is to be taken, he/she may be accompanied there by a representative of the Association. Where representation is requested, the employee shall be given two days to provide appropriate counsel.
B. Employees may wear unobtrusive insignias signifying membership in the Association or its affiliates, provided however, that during working hours, employees shall not involve students, other persons employed by the Board, or members of the public in any controversy or dispute between the Board and the Association and/or its members.

C. The parties acknowledge that it is a desirable practice that employees be treated in a professional manner and that employees interact with each other in a professional manner.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Requests for Information

1. The Board shall furnish to the Association in response to reasonable written requests from the Association President or designee available public information concerning the financial resources of the district, including the current audit, annual financial report and budget. Nothing herein shall be construed as to require the Board to research or compile information.

2. The Board shall provide the Association President or designee with a copy of the Directory of Personnel in the bargaining unit when such shall be prepared, and with a copy of the agenda and minutes of all School Board meetings.

3. The Board shall invite a representative of PCSA to serve as a voting member of the Calendar Committee so long as the employees represented by the Association are included in the common calendar with instructional personnel.

B. Participation in Meetings

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Association Meetings and Visitations by Officers/Staff

1. Association officers and the UniServ Director shall be permitted to visit schools and work locations to attend Association meetings or to communicate with employees or school officials, provided this shall not interfere with the performance of any employee's duties, and provided such meetings have been approved by the principal or appropriate administrator.

2. When visiting a school or work location, the Association representative shall give reasonable advanced notice to the principal or appropriate administrator and shall immediately report to the office of the principal or appropriate administrator upon arrival at the building. Except as otherwise authorized by the Principal or Administrator, no more than three (3) Association representatives shall visit a school or work location at one time.

3. Nothing herein shall be construed as to authorize or justify any interference or interruption of performance by any employee of his assigned duties and responsibilities, nor to excuse the performance of duties and responsibilities by any employee or Association officer or representative, or authorize their absence from work.

D. Use of School Mailboxes

The Association shall have the right to use the School mailboxes if provided for some or all employees, subject to reasonable building and/or district-wide regulations.

E. Association Use of Inter-school Mail System

1. The Association shall have the right to use the "pony" for dissemination of Association professional information and notices. All "pony" envelopes shall be addressed either to the individual employee or to the Career Service representative at the building or work location.
2. If the United States Postal Service or other governmental agencies or the courts shall assert that "pony" mail requires affixation of postage, the Association shall hold harmless and indemnify the Board and its agents and employees with respect to Board action in compliance with this section. In such case, this section shall cease to be applicable and renegotiations shall take place.

3. The "pony" shall not be utilized by the Association for the distribution of material primarily oriented to the election of candidates for public office.

F. Use of Bulletin Boards

1. The Association shall have the right to use a reasonable amount of space on bulletin boards (if space on such is available at appropriate places in school buildings and work locations). If bulletin boards are not available, the Association shall supply a bulletin board of reasonable size provided permission from the principal or appropriate administrator has been obtained to mount it in an appropriate place.

2. Materials oriented to the election of candidates for public office, or derogatory to members of the Board or persons employed by the Board shall not be posted on Association bulletin boards.

3. All items to be posted on Association bulletin boards shall appear on identifiable Association stationery or the appropriate communications masthead and be dated. Other Association communiques shall be initialed by the designated Association representative.

G. Association Exclusivity

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing or seeking to represent members of this bargaining unit.

ARTICLE VI
PERSONAL FREEDOM

The private life of an employee is his own so long as it does not impinge upon the ability of the employee to perform his duties and to meet all of his responsibilities. Any assertion of violation of this ARTICLE shall not be appealable to LEVEL THREE of the Grievance Procedure unless the employee and the Association shall execute a full and complete waiver and agreement that no action, suit or complaint will be brought in any court of law or equity or before any regulatory or administrative agency with respect to such alleged violation.

ARTICLE VII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Definition

A voluntary transfer is when an employee requests a change in job classification or work location.

B. Notification of Vacancies

1. Employment Procedures
   a. Prior to filling, on a permanent basis, any vacancy in the bargaining unit created by a transfer, retirement, or termination, the Board shall consider current transfer requests on file.
   b. The Board agrees to establish a job counseling program which will provide phone access information regarding available vacant positions. Employees interested in voluntarily transferring to another position may receive relevant job information by contacting High Point Service Center, 531-3501. Such information will include position title, location, rate of pay, hours, minimum qualifications, and deadline for application, if any. All interviews shall be scheduled by High Point.
c. The parties further agree to convene a meeting of an ad hoc committee to investigate possible alternatives for posting available positions within the district in the future. The committee will consist of three (3) members appointed by each party. Recommendations of the committee will be finalized no later than December 18, 1981, for presentation to the respective parties.

2. Filing Requests

Employees who desire a promotion or transfer to another building or job classification may file a written statement of such desire with the Employment Office. Such statement shall include the school or schools or job classifications to which he desires to be transferred in order of preference. Such requests for transfer shall be valid through December 31 of each year and all such requests shall be considered for which the applying employee is qualified. Upon expiration, it shall be the responsibility of the employee to file a new or revised request for transfer with the Employment Office. Positions may become vacant which may require additional information to be added to the initial transfer request.

C. Processing of Requests

If an employee's request for transfer has been denied, the Superintendent or his designee shall notify the employee in writing of the reasons for the denial of transfer.

D. Promotions

The Board shall seek to post or otherwise appropriately distribute notice of vacant promotional positions for which employees might reasonably be expected to be qualified to fill.

ARTICLE VIII
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Definition

1. An involuntary transfer is a transfer instituted by the Administration.

2. When circumstances dictate a reduction in position(s) other than a district-wide reduction in force, the Board shall first solicit volunteers from among the group or classification to be reduced or transferred. Those who volunteer to transfer shall be treated in accordance with the provisions of Article VII. Should further reduction be necessary, the Board shall transfer remaining employees to positions for which they are deemed qualified elsewhere in the District.

B. Meeting and Appeal

An employee who is involuntarily transferred shall be offered the opportunity of a meeting with his appropriate supervisor to discuss the reason(s) for such transfer. At the employee's request, an Association representative may accompany the employee at such meeting.

C. Notice

The Board shall give notice of ten (10) working days prior to the effective date of the transfer or as soon as practicable.

D. Priority in Reassignment

1. An opportunity to discuss open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be compensated at the appropriate pay grade and step for the new position in compliance with the adopted salary plan.
2. Should an employee's hours be reduced below four (4) hours per day as a result of exercising flexibility in the staffing model, the employee's current rate shall be held harmless for a period not to exceed 45 calendar days or until such time as the employee refuses the first available position in the same pay grade or above.

E. Any employee reduced in rank or job classification regardless of his compensation may request and receive from the Superintendent or his/her designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified.

ARTICLE IX
EMPLOYMENT PROCEDURES

A. Reduction in Force

1. Should circumstances dictate a general reduction in force, the Board shall notify the Association prior to its final implementation and afford to the Association the opportunity to suggest alternatives which shall assist the Board in determining the method and scope of the reduction.

2. If an employee has been terminated by reason of a reduction in staff, and during the ninety (90) calendar days following such termination, the Board shall determine to increase the number of employees (full-time equivalents), such position(s) shall be first offered to the qualified employee(s) thusly terminated in inverse order of termination.

3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail. Within ten (10) calendar days from receipt of such notice of recall or within fifteen (15) calendar days of the date of the mailing, whichever shall first occur, the employee shall notify the Director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report to such work within ten (10) calendar days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to return to work, he shall forfeit all of his seniority and all rights to recall.

B. Procedures for Reduction in Personnel or Hours

When it is determined that a specific reduction in personnel or hours is necessary, the following procedures shall be applied:

1. The specific needs of the program or school center shall be established and considered.
2. The individual skills and abilities of potential candidates for reduction shall be reviewed by the responsible supervisor or principal.
3. Performance appraisals and attendance shall be considered.
4. If all of the above factors are substantially equal, length of service in the program or center shall be the determining factor.
5. The decision of the supervisor or principal shall be final.

C. Non-certified Personnel

Except as otherwise provided and/or authorized by law or agreement, and except in an emergency, it shall not be the practice of the Board to use members of the Unit as substitutes for certified personnel. The parties agree that it is not a desirable practice to consistently use any member of this Bargaining Unit to cover for another employee.

D. Resignation

1. An employee who is resigning from his/her position shall give at least two (2) weeks notice.
2. Earned vacation shall be paid promptly following termination of employment.

E. Notification of Employment

1. All employees shall be notified of their employment status for the ensuing year no later than June 1, if feasible.

F. Employee Job Description

1. Copies of job descriptions represented by this unit shall be available at each work location or upon request through High Point Service Center.
2. Any employee or group of employees who feels that his/her duties are inconsistent with published position description shall be allowed to request a re-classification based upon data. Provided, however that no employee can request re-classification more than once in a eighteen (18) month period, and provided further this paragraph shall not be construed as to incorporate such description or individual employee classifications into this Agreement.

G. Official Use of Personal Automobile

Employees who are required to utilize their personal automobiles for official business such as home visitation with advance approval of his/her principal or appropriate administrator shall be compensated for mileage at the rate of twenty cents (20¢) per mile for the use of his/her automobile.

ARTICLE X
EMPLOYEE WORK SCHEDULE

A. Length of Employee Workday

1. Paraprofessionals and Aides
   The normal workday for paraprofessionals and teacher aides shall be seven and one-half (7 1/2) hours with 1/2 hour for meal period. The Federally funded aides and paraprofessionals may be assigned workdays other than those above when circumstances dictate.
2. Secretarial and Clerical
   The normal workday for secretarial and clerical employees shall be eight and one-half (8 1/2) hours with one (1) hour for meal period, eight (8) hours with one-half (1/2) hour for meal period, or eight and one-half (8 1/2) hours with one-half (1/2) hour for meal period as currently prescribed by work assignment and work location as of July 1, 1981. Subsequent changes in length of work day will be subject to negotiations.
3. The "normal workday" as used herein means the number of continuous hours that an employee can be expected to be available for employment. The normal workday includes a duty free meal period and relief periods. The use herein of "normal workday" shall not be construed to mean that any employee is assured of employment for any minimum number of hours in any day, or that an employee shall earn compensation for any period of time not in fact worked unless provided for in other Articles of this Agreement (i.e. Sick Leave, Personal Leave) or that an employee cannot be required to work in excess of the normal workday as stated in Section A-1 and A-2 on a non regular basis provided overtime pay is granted for hours worked in excess as stated in Section H.

B. Daily Work Hours

1. Employee work schedules shall be posted at work locations.
2. Any modification of the employees daily work schedule shall be conveyed to them in writing.

C. "Coffee Breaks"

Employees shall be provided a paid fifteen (15) minute rest period during each three and one-half (3 1/2) hours of work.
D. Duty Free Lunch

Employees who work at least six (6) continuous hours shall be provided an unpaid duty free meal period of at least thirty (30) minutes.

E. Vacation Schedule - Twelve (12) Month Employees

1. Vacation eligibility shall be determined as of July 1st of each year.
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate/appropriate supervisor. Such approval shall not be arbitrarily withheld. Employees shall be eligible for vacations on the following basis:
   a. First Year Personnel
      One working day for each full month of service up to a maximum of twelve (12) working days provided in no event shall an employee accrue any vacation during his first six (6) working months of employment except that commencing with the seventh (7th) month of employment, the employee shall be credited with six (6) vacation days.
   b. Over (1) Year but Less than (5) years of Service
      Twelve (12) working days.
   c. Over Five (5) Years but Less than Ten (10) Years of Service
      Fifteen (15) working days (1 1/4 days each month).
   d. Over Ten (10) Years of Service
      Eighteen (18) working days (1 1/2 days each month).
3. Vacation days may be accrued to a maximum of thirty (30) days.
4. Vacation days shall be paid at the employee's regular hourly rate for same number of hours for which the employee has been scheduled to work on the average during the thirty (30) employment days next preceding the vacation, not to exceed the normal workday.
5. This section shall not be applicable to any employees except those employed for twelve (12) months.

F. Holiday Schedule

1. Employees required to work on holidays shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.
2. As used herein, "holidays" means those days designated as such in the calendar adopted by the Board. Employees who work a normal workday on the employment days just preceding and next following the holiday shall be paid for such holiday at their regular hourly rate of pay for the same number of hours for which the employee had been scheduled to work or the average during the five (5) employment days next preceding the holiday, not to exceed the normal workday.
3. Paid holidays will be in accordance with the School and Payroll Calendars.

G. Employee Work Year

1. The normal work year for employees shall be:
   Paraprofessionals and Teacher-aides - 196 days
   Ten (10) month employees - 196 days
   Eleven (11) month employees - 218 days
   Twelve (12) month employees - 247 days
2. As used herein, the "normal work year" means the number of workdays that an employee can be expected to be available for employment as stated in Section G-1 of this ARTICLE. The use herein of "normal work year" shall not be construed to mean that any employee is assured of employment for any minimum number of workdays, or that an employee shall earn compensation.

H. An employee who is required to work more than forty (40) hours in any single week shall be compensated at one and one-half (1 1/2) times his regular hourly rate for all such additional hours. All overtime, irrespective of when worked, shall be computed on the employee's regular hourly rate. There shall be no pyramiding of overtime. As used herein, a "week" shall be deemed to commence at 12:01 a.m. each Saturday.

I. Provisions for compensatory time shall be made anytime the Building Administrator must utilize support service personnel other than under overtime provisions outlined in Article X, Section H of this Agreement. Use of compensatory time shall be mutually scheduled by the employee and the supervisor.
ARTICLE XI
EMPLOYEE FACILITIES, EQUIPMENT AND MATERIALS

A. Storage of Materials and Supplies

The Board shall provide employees with closet or space in which they may store materials necessary to perform their jobs.

B. Employee Facilities

Where dining, lounge, parking, and/or restroom facilities are provided by Board for staff personnel separate from those made available for students, such facilities shall be available to employees.

C. Materials and Supplies

1. The responsible supervisor shall make provisions for any materials or supplies essential to the satisfactory completion of assigned duties of unit employees under his direction.

2. Where applicable, a copy of the text used in each course (subject) shall be provided.

ARTICLE XII
EVALUATION PROCEDURE

A. Evaluation Procedure

It is the philosophy of this Agreement that evaluation is a developmental process. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the Administration and shall not be delegated to any non-managerial person. Nothing in this provision shall deny the administrator from receiving input from appropriate non-managerial personnel.

1. Each formal evaluation of an employee, if such occurs, shall be followed by a written evaluation report and conference between the employee and his appropriate supervisor. All formal observations of the work performance of an employee shall be conducted with the knowledge of the employee.

   a. An employee shall be given a copy of each written evaluation report which he shall acknowledge. No employee shall be required to acknowledge a blank or incomplete evaluation form.

   b. An employee's signature on an evaluation does not necessarily mean he agrees with the statements presented, but indicates that an employee has seen said evaluation.

   c. If an employee does not agree with the evaluation report given to him, he shall be allowed, a conference with the evaluator and an opportunity to attach a written response to the evaluation within ten (10) days.

2. Responsibility of Employer to Employee

   Should the Administrator determine a need for remediation, the Administrator shall identify the specific deficiencies, and provide suggestions for improvement and prescribe a reasonable time limit for remediation.

3. Communication of Comments

   All comments regarding an employee's professional performance shall be communicated directly to the affected employee.

B. Personnel Records

1. File

   An employee shall have the right, upon request, to review the contents of his personnel file during normal business hours, and if such can be accomplished without interfering with the employee’s performance of his duties. An employee shall be entitled to have a representative of the Association accompany him during such review. A representative of the Board may also be present during such review. Nothing shall be permanently removed from the file in the course of such review. An employee shall have the right to attach a rebuttal to any material found during this review.
2. Derogatory Material

If material derogatory to any employee's conduct, service, character or personality is placed in his personnel file, the employee shall be given an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy, provided such answer must be submitted within fifteen (15) calendar days of the date of acknowledgement.

C. Confidentiality

All matters related to an employee's performance or status shall be confidential except as otherwise required by law.

D. Appeal Procedures

If an employee (except those newly employed for less than six continuous months) shall be demoted, suspended without pay, or dismissed (except for reduction in force), the employee may invoke the following procedures by submitting the same in writing within five (5) working days of receipt of the notice of such discipline or dismissal:

1. Advise the Superintendent or designee in writing that a review of such action is desired.
2. Within five (5) work days thereafter, the employee shall file with the Superintendent or designee a particularized list of objections to such action.
3. Within five (5) work days of receipt of such objection, the Superintendent or designee shall advise the employee in writing whether such action has been amended, rescinded, or reaffirmed.
4. If the employee is dissatisfied with such determination by the Superintendent or designee, he may file objections thereto in writing within ten (10) work days of his receipt thereof, or within fifteen (15) work days of date of mailing, whichever shall first occur.
5. Within fifteen (15) work days of the receipt of such objections, the Superintendent or designee shall convene a meeting which shall be presided over by a member or agent of the Board other than the person responding in Paragraph 3 above. At such meeting, the employee may be accompanied by a representative, and if such representative is other than the Association representative, the Association shall also have the right to have an observer present. At such meeting, the employee may present documents or other evidence relevant to such action. Any evidence submitted shall be subject to reasonable cross-examination.
6. Within five (5) work days following such meeting, the presiding official shall respond to the employee in writing as to the final disposition of such action. A copy shall be concurrently transmitted to the Secretary of the School Board and to the President of Association or designee.

ARTICLE XIII

PROTECTION OF EMPLOYEES

A. Conditions of Work

Employees shall not be required to work under unsafe or hazardous conditions.

B. Worker's Compensation

The Board provides Worker's Compensation Insurance for all employees. Payment for sick leave salary by the Board and the payment for compensation under Worker's Compensation Insurance provided by the Board shall not be made to result in double payment for any period of service or disability.

C. Use of Reasonable Force

An employee may use reasonable force as is necessary to protect himself from attack.
D. Cases of Assault

1. If an employee shall be assaulted while acting within the scope of his employment and pursuant to the Board policy and administrative direction, the Board shall give full support to such employees in dealing with the appropriate authorities in criminal cases.

2. If the employee is unable to work as a consequence of injuries received in such an assault, the employee shall suffer no loss of pay or deduction of sick leave thereby, provided any Worker's Compensation or other benefits payable to the employee for loss of salary shall be promptly remitted to the Board. This paragraph shall cease to be applicable on such date as the employee becomes eligible for permanent disability payments from any source (or would become eligible except for this paragraph) ten (10) work days after such assault.

E. Reports of Assault Cases

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other appropriate administrator.

F. Defense in Assault Cases

If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him in such proceedings. Any assistance rendered by the Board shall be in its sole discretion and non-precedential as respect to any other assault or employee.

ARTICLE XIV
TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Full-time employees shall be granted days of sick leave each year in accordance with the following formula:
   a. Ten-month employees - ten (10) days sick leave.
   b. Eleven-month employees - eleven (11) days sick leave.
   c. Twelve-month employees - twelve (12) days sick leave.

2. Employees who work four (4) or more hours per day in permanent positions shall accrue sick leave at the rate of one-half (1/2) paid day for each two (2) weeks' service. One-half (1/2) of a paid day is equal to one-half (1/2) the number of hours the employee is scheduled to work times his base rate.

3. All unused sick leave days shall accumulate from year to year without limit.

4. Accumulated sick leave days may be transferred from another Florida County upon request of the employee.

5. Returning employees, who because of illness or accident are unable to report for duty at the beginning of the school year, may apply accumulated sick leave.

B. Types of Leave

As of the beginning of the 1978-79 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal
   Four (4) days leave of absence for personal reasons, charged to unused sick leave.

2. Jury Duty
   Any employee who is summoned to jury duty shall serve with no loss of salary or benefits.

3. Temporary Military
   Time necessary for persons called into temporary active duty of any unit of the United States Reserve or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government to a limit of seventeen (17) days.
A. Temporary Duty Elsewhere

An employee rendering services in the performance of his assigned duties is not considered on professional leave even though he is away from his usually assigned work location. In such cases, the employee is performing his assigned duty and is not on regular duties and places of employment for the purpose of performing educational services through action initiated by the Board. Employees on temporary duty shall receive their regular pay and may be allowed expenses as provided by the Board.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that no more than one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates. Upon return from such leave, the employee shall be assigned the same or similar position.

B. Maternity Leave

Maternity leave without pay shall commence and end on the days designated by the employee's physician that she is unable to continue her employment without medical impairment provided that the employee provides a written notice of release without restriction to return to work.

C. Illness in Family

A leave of absence without pay of up to thirty (30) days shall be granted to the employee for the purpose of caring for a sick member of his/her immediate family. Additional leave may be granted at the discretion of the Administration.

D. Temporary Inactive Status

Extended absence without pay on temporary inactive status may be granted for health or other personal reasons. Application is as follows:
1. Such request is made in writing and is on an appropriate form.
2. The principal or responsible supervisor recommends approval or disapproval.
3. Any appeal shall be made to the Assistant Superintendent for Personnel or his/her designee.
4. Such request is not for a period in excess of thirty (30) calendar days.

E. Return from Leave Benefits

1. All benefits to which an employee was entitled at the time of his leave of absence commenced, including accumulated sick leave and credits toward retirement consistent with Florida Retirement System requirements, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same or similar position which he/she held at the time said leave commenced.
2. Leaves made necessary by sudden emergencies shall be considered as granted in advance if the employee makes a prompt report concerning the nature of the emergency to his/her principal or immediate supervisor.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XVI
SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Appendix B which is attached hereto and made a part thereof.
B. Method of Payment

1. Employees shall be paid every two (2) weeks according to the payroll calendar which applies to their assigned contractual year as stated below:
   - Twelve (12) month employees - 26 payments
   - Eleven (11) month employees - 24 payments
   - Ten (10) month employees - 21 payments

2. Exceptions
   When a payday falls on or during a school holiday or a vacation, the Board shall distribute paychecks on the last workday immediately preceding the school holiday or vacation when practicable.

3. Final Pay
   Any balance of the Board's contractual salary commitment shall be included in the last paycheck of the year.

C. Length of Service for Salary Purposes

1. Length of service for eligible employees shall consist of the total years of Pinellas continuous and non-continuous service as shown in employee records on July 1, 1981. Continuous service will be based on most recent date of hire or rehire.

2. For all employees hired on or after July 1, 1979, "length of service" shall be defined as length of continuous full-time service within the employ of the Pinellas County School Board in a job classification covered by this Agreement, and shall accrue from the date the employee was first hired.

3. A year, for pay purposes, shall be defined as one work day more than one-half (1/2) the number of workdays on the school calendar.

4. Any full-time employee rehired within twelve (12) months of termination shall be restored to the years of experience level from which he/she terminated.

D. Effective Date of Conversion

1. Effective the beginning of the Supporting Services payroll period next following mutual ratification of this Agreement, the following Salary Step Plan described herein shall be implemented and be effective on the first day of the designated contractual period for each classification of employee using the school calendar as the determining source document, unless prohibited by computer programming constraints.

E. Applicability to Bargaining Unit Employees

1. The Salary Step Plan shall be applicable only to unit employees who are full-time permanent (FTP). All part-time employees in the unit on the effective date of this Salary Step Plan shall be paid at the first ("0" years) step or their current rate, whichever is greater. Thereafter all part-time unit employees shall be hired at the first ("0") salary step.

F. Placement on Salary Schedule

In the event of involuntary demotions, the Board agrees to cooperate with the individual employee in working toward appropriate placement for which he/she may be qualified. When promotions and/or demotions are necessary, the following conditions shall prevail:

1. Full-time employees affected by reduction in units, reduction in force or program termination who accept a lower job classification in lieu of lay-off shall receive the salary step in the lower job classification commensurate with their years of service. Laid-off employees who accept recall shall be placed at the step rate which corresponds to the total of their continuous and non-continuous years of service.

2. Full-time employees who are promoted or who are demoted shall have their rate of pay adjusted to the step which corresponds to the total of their Pinellas continuous and non-continuous years of service for the new job classification.

3. All persons hired or rehired (after a one (1) year break in service) into full-time permanent positions shall receive a rate of pay which corresponds to the "0" years of service salary step. The parties affirm that there will be no exceptions to this provision.
4. Employees who convert from part-time to full-time permanent positions shall keep their current rate or be adjusted to the appropriate salary step, whichever is greater.

5. Full-time employees who accept conversion to part-time occupations shall have their rate of pay adjusted to the part-time entry level rate after the provisions of Article VIII, Section D of this contract have expired.

G. Salary Schedule Conversion

The parties mutually agree to a conversion to a common calendar for 1981-1982. In making the conversion, the parties will convene immediately to establish the procedures essential to implementing the plan and agree to move as rapidly as possible in completing the transition. The Board shall proceed at all deliberate speed to implement this calendar and salary conversion but shall be held harmless for any delays created by computer programming or payroll technicalities and the conversion process shall not be subject to the grievance procedure. The new salary schedule is embodied in Appendix B of this Agreement.

ARTICLE XVII
EMPLOYEE BENEFITS

A. Health Insurance

The Board shall provide single employee health insurance coverage for "full-time" permanent employees in an amount not to exceed $501.40 for 1981-82.

1. Full-time employees who are reduced in hours due to changes in the staffing needs of the district will continue to receive health insurance benefits for the duration of the current fiscal year.

B. Life Insurance

The Board shall provide at no cost to the full-time permanent employees a term-life insurance plan of ten thousand ($10,000) dollars.

C. In all fringe benefit programs listed above, the Board will not assume liability for contribution until such time as the employee has signed and submitted all application materials to the district office.

D. New eligible employees are required to submit all necessary forms to Risk Management not later than thirty (30) days from initial date of employment. Newly married employees must within sixty (60) days notify Risk Management to add the spouse and any or all dependents.

E. Employees who are on leave but who are not receiving compensation from the Board may continue their coverage by remitting a personal check to Risk Management in the amount of the monthly premium. Upon return to work, the employee must re-enroll in all fringe benefit programs.

F. All new employees eligible for benefits under this Agreement, shall be notified during the employment process that they are eligible for said benefits and shall be provided with appropriate forms to apply.

G. ESE Teacher Assistant Supplement: ESE aides who are assigned to ride buses to supervise handicapped students shall receive a supplement of $550 based on 180 days of duty on the bus. Assignment of duty for ESE aides shall be made on the following basis:

1. The principal will determine all assignments based on past experience of the aide, ability to relate to the individual student(s) to be supervised, and willingness to assist.

2. When, in the opinion of the principal, more than one aide is suitable for assignment, the principal shall be encouraged to accept volunteers.

3. In the event a school has only one ESE aide assigned to that center, the principal may assign that aide to supervise on the bus.
4. The supplement shall be prorated over the 180 day period and shall be paid only for those days when the aide rides the bus. On days when an aide is absent, the supplement shall be paid to the substitute.

ARTICLE XVIII
TERMINAL PAY

A. Receipt of Benefit

Employees (other than those in their initial probationary period) shall be entitled to pay for unused accrued vacation hours at time of termination for any reason.

B. Terminal Pay

Terminal pay shall be granted to an employee at retirement or to his beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), the Teachers Retirement System (TRS), or the State and County Officers and Employees' Retirement System (SCORES) at normal retirement or disability retirement as provided by law. Evidence of service retirement shall be determined by a signed copy of the "Application for Service Retirement." Evidence of disability retirement shall be determined by a statement of disability from the retirement office.

Payment for such terminal pay benefits shall be as follows:

a. Retirement: Subsequent to ten (10) years of service in the Pinellas County School System, the employee shall receive fifty percent (50%) of the accrued sick leave at the time of retirement.

b. Termination by Death: The employee's beneficiary shall receive payment based upon the following formula:
   1. During the first three (3) years of service, the daily rate of pay shall be multiplied by thirty-five percent (35%) times the number of accumulated sick leave days;
   2. During the next three (3) years of service, the daily rate of pay shall be multiplied by forty percent (40%) times the number of accumulated sick leave days;
   3. During the next three (3) years of service, the daily rate of pay shall be multiplied by forty-five percent (45%) times the number of accumulated sick leave days;
   4. During and after the tenth year of service, the daily rate of pay shall be multiplied by fifty percent (50%) times the number of accumulated sick leave days.

A. Authorization to Deduct

Payroll deductions shall be made by the Board when authorization has been given by the employee for insurance coverage, Credit Union, U.S. Savings Bonds, United Fund, tax sheltered annuities, disability insurance and Association dues.

B. Termination of Deduction

Any deduction shall be terminable according to the terms of the authorization or upon written notice by the employee within thirty (30) calendar days or upon cessation of employment.

1. Any employee who is a member of the Association, or who has applied for membership in the Association may sign and deliver to the Association a membership application authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year thereafter unless revoked in writing as prescribed by law. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal bi-weekly payments from the employee's regular salary check beginning with the salary check received by the employee in the pay period following the date of authorization.

2. The Board shall remit deductions to the Association on a bi-weekly basis.

3. Annually, the Association shall certify to the Board, in writing, the current rate of its membership dues.

4. The Association shall pay five (.05) cents per member per year for deductions.
C. Indemnification

The Association agrees to indemnify and hold harmless the Board, collectively and individually against any and all claims arising out of the application or authorization to deduct the Association dues.

ARTICLE XX
MISCELLANEOUS PROVISIONS

A. Board Policy

"In the event of any conflict between this Agreement and Board Policy (which is expressly not incorporated herein), this Agreement shall prevail."

B. Consistent with Terms of Agreement

This Agreement shall supersede any policies, rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Two thousand five hundred (2500) copies of this Agreement shall be reproduced in a manner to be mutually agreed upon by the parties. The cost of such reproduction shall be shared equally by the parties. The Association shall be given sufficient copies from the foregoing to distribute one (1) to each employee, plus one hundred (100) additional copies. A copy of the Agreement shall be given to all new employees at time of employment by the personnel office.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:

1. If by the Association, to the Board at 1960 Druid Road, Clearwater, Florida 33755.
2. If by the Board, to the Association at 152 8th Avenue, S.W., Largo, Florida 33740-3699.

G. Negotiations with Recognized Bargaining Agent

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any other organization other than the Association for the duration of this Agreement.

H. Requirement for Renegotiations

During the term of this Agreement neither party shall be required to negotiate with respect to any such manner whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
I. Omission or Oversight in Preparation of Agreement

No employee employed within the bargaining unit shall, as a result of omission or oversight in the preparation of this Document, suffer a reduction in pay or lose experience credit previously granted, or to be otherwise deprived of any economic advantage enjoyed during employment in the 1980-81 school year.

J. Conformity with State Statutes

All procedures of bargaining shall be conducted according to the rules established by the Public Employees Relations Commission. Bargaining shall be conducted in accordance with Florida State Statutes, Chapter 447 and in a manner that guarantees the implementation of ARTICLE I, Section 6 of the Florida Constitution as provided for in Florida Statute.

K. Management Rights

Except as otherwise specifically provided in this Agreement, the operation and management of the schools, and all other activities of the Board, and the direction of employees remain exclusively in the Board. The School Board likewise retains all rights to establish and administer school policy insofar as such is not expressly inconsistent with this Agreement.

ARTICLE XXI
DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1984 subject to the Association's right to negotiate a successor agreement as provided for in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Reopening of Negotiations for 1982-83 and 1983-84

Negotiations concerning salary and fringe benefits (ARTICLE XVI and ARTICLE XVII) shall be reopened for the 1982-83 and 1983-84 school years respectively. The Association shall notify the Superintendent or his designee, in writing, of its intention to reopen negotiations no later than April 1, 1982 and April 1, 1983 for each respective year. Other ARTICLES may be discussed by mutual agreement of the parties. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attests by their respective representatives and their corporate seals to be placed hereon, all on the day and year written above.
APPENDIX A

Job Classifications

Pay Grade 16
Clerk Typist I
Clerk (P.T.)
Library Aide
Library Aide (P.T.)
Teacher Aide
Teacher Aide (P.T.)

Pay Grade 17
P.E. Aide

Pay Grade 19
Account Clerk I
Clerk Typist II
Clerk Typist Evening
Documents Clerk
PABX/Receptionist I
Paraprofessional
Paraprofessional (P.T.)
Property Clerk
Secretary I

Pay Grade 23
Account Clerk II
Assistant to Bookkeeper
Bookstore Manager
Clerk Specialist I
Data Preparation Clerk
Keypunch Operator
PABX/Receptionist II
Property Clerk II
Secretary II

Pay Grade 24
Elementary Secretary/Bookkeeper II

Pay Grade 26
Account Clerk III
Chief Property Clerk
Clerk Specialist II
Data Control Coordinator
School Bookkeeper I
Secretary III

Pay Grade 32
Certification Clerk
School Bookkeeper II
Secretary IV
### APPENDIX B

**PCSA PROPOSED SALARY SCHEDULE**

**1981-82**

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