

A G R E E M E N T

BETWEEN

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

and

SEIU/FLORIDA PUBLIC SERVICES UNION, CTW-CLC

2008-2011

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PREAMBLE

Section 1. In accordance with the State of Florida public employees collective bargaining statute, this Agreement is entered into this by and between The School Board of Pinellas County, Florida, an employer in the State of Florida, hereinafter called the "Board" and SEIU Florida Public Services Union, hereinafter referred to as the "Union." This labor agreement is applicable for employees as defined in 8H-RC-744-2004 issued to SEIU Florida Public Services Union as amended in accordance with the certification granted by the Public Employees Relations Commission in October 2001.

Section 2. The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Board and employees, both individually and collectively, and the Union to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.

Section 3. The parties recognize that the best interests of the community will be served by assuring the public at all times of orderly and uninterrupted operations and functions of the School Board, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 1

RECOGNITION

Section 1. The Board recognizes SEIU Florida Public Services Union, as the exclusive representative, for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. SEIU Florida Public Services Union hereby recognizes the Pinellas County School Board or its representative as the public employer's representative for the purpose of collective bargaining.

Section 3. The bargaining unit consists of the job classifications contained in Appendix A.

Section 4. If an official job classification enumerated in this agreement is changed or altered by the Board, the employee in such classification shall remain covered by the provisions of this agreement

Section 5. Changes in the Bargaining Unit

- a) The parties recognize that PERC is the approving authority in all cases of unit determination.
- b) In the event a classification(s) not now covered by Section 4 of this article is created by the Board and such classification(s) would be embraced within the bargaining unit, provided the parties agree that such classification(s) should be embraced within the bargaining unit, then the Board will provide SEIU/FPSU with a job description of such classification(s).
- c) Whether the parties agree or disagree that the classification(s) should be included in this bargaining unit, the following shall apply:

- d) The Union, SEIU Florida Public Services Union, may initiate the proper petition to PERC for a determination of the issue.
- e) In the event the Union files an appropriate petition for unit clarification, Appendix A shall be modified pursuant to PERC's determination unless either party appeals PERC's decision.
- f) Employees who may be affected shall have the option of continuing their relationship with SEIU/FPSU or discontinuing their relationship until the issue is resolved by PERC unless the Board considers the classification(s) as supervisory or managerial. In this case, the employees who may be affected shall be excluded from the bargaining unit until the issue is resolved by PERC.
- g) The Board and SEIU/FPSU can agree that such classification is part of the bargaining unit.

ARTICLE 2

EQUAL OPPORTUNITY AND NONDISCRIMINATION

Section 1. Local SEIU Florida Public Services Union, as the certified representative of the employees covered by this collective bargaining agreement and the Pinellas County School Board hereby pledge that they will conform to all federal and state statutes and to the Rules and Regulations of the Public Employees Relations Commission and accept members into its organization without regard to age, race, gender, religion, national origin, disability or sexual orientation.

Section 2. The Board will not discriminate against any employee covered by this agreement because of membership in, or legitimate activity as required in this agreement on behalf of the members of the Union.

Section 3. Alleged violations of this provision shall be referred to the assistant superintendent for equal opportunity for resolution prior to submitting the issue to any state or federal agency that has jurisdiction in such matters.

ARTICLE 3

UNION OFFICERS AND STEWARDS

Section 1.

- a) Chapter Chair – The Union shall have the right to designate one (1) Chapter Chair to represent employees in the bargaining unit. The Chapter Chair shall be recognized by school system management for the purposes of carrying out functions specifically authorized under the terms of this Agreement. The Chapter Chair will report to the Union President or designee, he/she shall not have the authority to sign or make changes to the Contract or Stipulation of Agreements.
- b) Stewards – The Union shall have the right to designate Shop Stewards for each work location and Chief Stewards to represent employees in the bargaining unit. In the event a Shop

Steward is unable to perform his/her duty, they will notify the Chapter Chair. The Chapter Chair shall assign another Steward or Chief Steward.

Section 2. The Union shall furnish the Human Resources Office with a written list of the names of all Officers, Shop Stewards and the Chief Stewards. Only those persons whose names appear on the list shall be recognized by school system management for purposes of carrying out functions specifically authorized under the terms of this Agreement.

Section 3. Within five (5) days of any change, the Union agrees to provide written notice to the Human Resources Office of any changes among Union Officers, Chief Stewards or Shop Stewards.

Section 4. The Chief Stewards and Shop Stewards shall identify themselves and obtain permission of the responsible administrator/supervisor to enter any school system premises for Union business.

Section 5. Union Officers, the Chief Stewards, Shop Stewards and bargaining unit employees shall not leave work during working hours for purposes of carrying out functions specifically authorized under the terms of this Agreement unless prior written permission is received from the responsible administrator/supervisor on each occasion. (See Time Out slip)

Section 6. Union Officers, Chief Stewards and Shop Stewards shall have the right to communicate, meet and consult with unit employees during regular working hours provided that:

- a) All concerned persons are granted prior permission as set forth in section 4 above.
- b) Operations are in no way delayed, curtailed, or otherwise interfered with, such as school bus runs, meal serving, etc. The Union agrees that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements of meetings or consultations.
- c) Meetings or consultations may be postponed until a specific date and time by either party. The postponing party shall state the reason. Excessive postponement shall be subject to the grievance procedure.
- d) Such privilege shall not be abused.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION

Section 1. Matters appropriate for consultation between the parties include wages, hours, and working conditions under the terms and conditions of this labor Agreement and areas of mutual concern for the Board and SEIU/FPSU. For the purpose of this Agreement, consultation is defined as a discussion of matters which are within the discretion of the school or department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various schools and departments which comprise the bargaining unit.

Section 2. Consultation meetings between Union representatives and management shall be arranged by the human resources office upon the request of either party. Consultation meetings may be called by human resources consistent with confidentiality, or other legal restrictions, to advise the Union of any anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for any consultation meeting shall be made five (5) working days in advance, whenever possible, and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda.

Section 3. When contact is required by the Union President/Business Agent with management on matters within the scope of this Article, the point of contact is the human resources office. When contact is required by management with the Union, the point of contact is the Local Union President/Business Agent.

Section 4. Unit employees and Union representatives who are employed by the Board shall suffer no loss in pay when their participation in consultation meetings during their normal hours of work is required.

Section 5. Consultation meetings will be scheduled so that operations will in no way be delayed, curtailed or otherwise interfered with. Both parties recognize and agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponement of consultation meetings.

Section 6. Employees requested to participate in consultation meetings shall submit a written release form (PCS-1982) for their supervisor to approve prior to their attending.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. In the event of a request for an adjustment arising under this Agreement, or a dispute over the application of this Agreement, there shall be no suspension of work and the procedure for adjustment shall be followed as set forth in this Article.

Section 2. Every attempt will be made by the Union and the Board to adjust grievances informally and promptly and in the interest of good employee-management relations before a written grievance is filed.

Section 3. The aggrieved employee shall initiate a written grievance no later than ten (10) workdays following the occurrence of the matter giving rise to the grievance.

Section 4. All grievances and grievance answers shall be presented in writing, shall contain a brief statement of facts, shall state the relief requested, shall specifically cite only the applicable portion(s) of this Agreement identified by article and section and bear the date filed and signature of the aggrieved employee, Steward or Union Rep. The grievant shall submit any relevant documents or materials along with the written Step 1 grievance.

Section 5. The presentation and hearing of grievances through Step 4 shall normally be conducted during the regular working period of the aggrieved employee. Unit employees and the Union

representative involved in the presentation and hearing of grievances provided herein shall suffer no loss in pay. In this regard, the presentation and hearing of grievances will be scheduled so that operations will in no way be curtailed, or otherwise interfered with. It is further understood and agreed that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponement of grievance hearings.

All meetings and hearings under the grievance procedure shall be kept as informal and confidential as appropriate at any level of the proceedings. To the extent permitted by law, persons in attendance shall include only parties at interest and their designated or selected representatives from the Board and Union referred to in this Article.

Section 6. Union representatives will provide the human resources office with reasonable advance notice of requests for on-site investigation of grievances in order to allow planning and to avoid interference with school system operations. The Union agrees that the maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements of visits.

Section 7. Grievance time limits may be extended by mutual agreement.

Section 8. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at any step shall automatically advance the grievance to the next step. A copy of the original grievance must be filed with the office of the Associate Superintendent for Human Resources. Upon receipt, the office of the Associate Superintendent for Human Resources will track the grievance and provide notices to administrators to alert them of their obligations in complying with the timelines in processing the grievance at their level.

Section 9. An aggrieved employee may choose to utilize or not utilize the services of a Union representative, as desired, at any step in the grievance procedure.

Section 10. Grievances concerning matters outside the contents of this Agreement shall not be processed under this grievance procedure.

Section 11. In the event that a grievance from a nine (9) or nine and one-half (9-1/2) month employee is filed on or after April 15, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the employee's last day of duty. Upon return to work, the grievant shall have ten (10) workdays to initiate or continue an unresolved grievance.

Section 12. Class Action: In order to avoid the necessity for processing numerous identical grievances, a grievance may be initiated and processed as otherwise set forth in this Article. At the outset, such grievance shall be identified by the Union as a **class action grievance**. When this occurs, all other grievances, if any, on the same subject or event shall be considered part of the class action grievance and may not be re-filed subsequent to the final ruling on the class action grievance. In the event the Union has such a grievance, it shall be filed in writing by the Union representative and begin at Step 3 of the

grievance procedure. Such grievance shall be submitted within ten (10) working days following the day on which the Union had knowledge of the facts event giving rise to the grievance.

Section 13. In grievance matters pertaining to promotional opportunities and/or lateral transfers where the aggrieved employee's administrative/supervisory chain of command has no responsibility for the promotion or transfer in question, the following step procedure shall apply:

- Step 1: director or designee of the department making the selection
- Step 2: associate superintendent or designee for the department making the selection.
- Step 3: associate superintendent for human resources
- Step 4: arbitration

GRIEVANCE PROCEDURE

Prior to the filing of a formal written grievance, the employee, with or without Union representation shall meet to informally discuss the issue(s) in dispute and attempt to resolve the matter at the informal level. If the employee is not satisfied with the response of management at the informal level, the following process shall be used.

STEP 1 A bargaining unit employee may file a written grievance within ten (10) working days of the event that is the basis of the grievance unless it can be proven that the grievance was predicated on a district level decision which was not made known to the employee until after the ten day time limit expired. The written grievance shall contain specific information. Within ten (10) working days, the responsible Director or designee shall meet with the aggrieved employee to discuss the grievance. After the conclusion of the Step 1 hearing, the responsible administrator/supervisor shall give a written answer on the grievance form within ten (10) working days.

STEP 2 The aggrieved employee may make a written appeal to Step 2 within ten (10) working days of receipt of the Step 1 answer. Within ten (10) working days, the appropriate associate superintendent* shall conduct a grievance hearing. The associate superintendent* shall have ten (10) working days to give a written answer after conclusion of the Step 2 hearing.

* or designee

STEP 3 The aggrieved employee may submit a written appeal to Step 3 within ten (10) working days of the receipt of the Step 2 answer. The associate superintendent for human resources shall schedule a hearing within ten (10) working days of receipt of the appeal to Step 3. At the conclusion of the hearing, the associate superintendent for human resources* shall have ten (10) working days to give a written answer to the grievance.

STEP 4 The Union shall have twenty (20) working days to appeal the grievance to final and binding arbitration. The appeal shall bear the date and the signature of the aggrieved employee. Within ten (10) days of receipt of the appeal, the associate superintendent for human resources will meet with the Union representative to select an arbitrator or, failing to agree, to jointly request a panel of five arbitrators from which to select. Panels shall be requested from the Federal Mediation and Conciliation Service. Within ten (10) working days of receipt of the panel, the associate superintendent for human resources and a Union representative will meet to select an arbitrator. The parties will cast lots to determine the

first to strike a name from the list. The parties shall alternately strike two names each from the list. The remaining name will be the arbitrator to hear the grievance. By mutual agreement, the parties may request another panel of arbitrators for consideration.

The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited or not specifically authorized by Federal or Florida law, or which is volatile of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The fee and expenses of the arbitrator shall be borne **equally** by the losing parties. Each party shall bear fully its cost of witnesses and other persons it requests to attend the arbitration. The parties and the arbitrator shall consult to establish mutually agreeable date(s), time(s) and location for the hearing(s). The parties may request the arbitrator to render a decision no later than thirty (30) days following the conclusion of the hearing or the filing of post-arbitration briefs, whichever occurs later. The remedy, if any, set forth in an arbitrator's award shall be implemented no later than fifteen (15) working days following receipt thereof unless circumstances or the nature of the award indicate otherwise.

ARTICLE 6

STRIKES, WORK STOPPAGES PROHIBITED

Section 1. Strike Definition

"Strike" means, but is not limited to, the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted use of sick leave, the concerted submission of resignations; picketing in furtherance of a work stoppage, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Pinellas County School Board for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure to report for work after the expiration of a collective bargaining agreement.

Section 2. Strikes Prohibited

Employees covered by this agreement, the Union or its officers, agents and representatives agree that Section 447.505 of the Florida public employees collective bargaining statute prohibits them individually or collectively, as public employees or the Union, from participation in a strike against the School Board of Pinellas County, the employer, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided by this agreement, law and the rules and regulations of the Board.

Section 3. Affirmation

Employees covered by this agreement and the Union, its officers, agents and representatives agree that they will not engage in any "strike" activities against the School board of Pinellas County or other similar forms of interference with the operation of the school district.

Section 4. Penalties

Any employees covered by this agreement who participates in, is a party thereto or promotes any of the above actions as outlined in Sections 1 or 2 or other similar forms of interference

with the operations or functions of the school board shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities or other interruptions of work. Any employee discharged in accordance with this article or applicable provisions of the state of Florida public employees collective bargaining statute shall, if appointed, re-appointed, employed or re-employed by the school board, serve a six (6) months probationary period following the re-appointment or re-employment and the compensation may, in no event, exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

ARTICLE 7

UNION ACCESS

Section 1. The Union will notify the human resources office in advance of any visit to school board facilities.

Section 2. If any visit would interfere with, disrupt, or otherwise hamper operations, the visit may be postponed. In this connection, human resources will advise the Union as soon as possible and arrange a mutually convenient time for the visit.

Section 3. In all cases, the point of contact will be the President or designee (Business Agent, International Representative) for the Union and the human resources office for the board.

Section 4. The Union is authorized, subject to proper written request, to utilize school board facilities for the purpose of conducting any Union meetings and may be required to pay the usual and customary fees for lease agreements.

ARTICLE 8

BULLETIN BOARDS

Section 1. The Board agrees to provide bulletin board space for use by SEIU Florida Public Services Union at all locations where SEIU/FPSU work.

Section 2. Bulletin Boards or bulletin board space shall be large enough to accommodate up to four (4) notices 8 1/2" x 14" at each authorized location.

Section 3. Appropriate space will be designated and made available by the administrator/supervisor at each unit employee's time clock or designated sign-in area for the placement of the Union bulletin board. Bulletin boards provided by the Union may be lockable and Plexiglas covered.

Section 4. The board will provide a lockable Union bulletin board (not to exceed 4' x 4') at each bus compound. The supervisor will allow posting materials permissible under this Article and maintain the key. In addition, the Union shall have keys to all Union-owned bulletin boards.

ARTICLE 9

UNION MEMBERSHIP DUES

The Board agrees to process Union membership dues deductions, Committee on Political Education (COPE) donations and other uniform assessments from the earnings of bargaining unit employees who have signed and submitted the form prescribed in this Article. The following conditions shall apply:

Section 1. Authorizations will be submitted to the Human Resources department. The deduction will start within thirty (30) working days of receipt of a valid authorization. Authorizations signed more than thirty (30) calendar days prior to submission shall be deemed invalid and returned to the Union for checking.

Section 2. Deductions will be made on a biweekly basis. There shall be no retroactive assessment or dues deduction.

Section 3. The Union will notify the board in writing of the biweekly amounts of deduction for 9-month, 9-1/2-month and 12-month employees. Any change in the amount deducted will require forty-five (45) working days written notice.

Section 4. The Board is in no way responsible when earnings are not adequate to enable the dues deduction or Committee on Political Education (COPE) donations. If earnings are insufficient, no deduction will be made. Further, no initiation fee, assessment, retroactive, special or extra deduction will be made to make up any difference, and the board has no responsibility for the cumulative total amount deducted during the year.

Section 5. A bargaining unit employee may stop dues deductions or Committee on Political Education (COPE) deductions upon thirty (30) days written notice to the personnel department and the Union.

Section 6. The Union agrees there shall be no solicitation of Union membership during hours of work exclusive of meal time and rest periods.

Section 7. Probationary employees are eligible to authorize membership dues deductions.

Section 8. The Board shall have no responsibility or any liability for monies once sent to the Union, nor shall the board have any responsibility or any liability for the unauthorized deduction of dues or Committee on Political Education (COPE) deductions. Further, the Union agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article.

Section 9. A change in the amount of membership dues shall not require new dues authorization forms.

Section 10. Deduction authorizations shall cancel automatically at the time the employee retires, terminates for any reason, or transfers out of the bargaining unit and no service fee shall be charged.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1. The terms "employee" and "bargaining unit employee" as used in this Agreement mean persons who are employed by the School Board of Pinellas County, Florida, in job classifications set forth in Appendix A of this Agreement.

Section 2. Bargaining unit employees have the right to join and participate in or to refrain from joining or participating in any employee organization of their own choosing.

Section 3. Nothing in this Agreement shall be construed to prevent any bargaining unit employee from presenting, to the responsible administrator/supervisor, a grievance which alleges violation of a specific article and section of this Agreement. Such grievances may be adjusted without the intervention of the Union when the adjustment, if any, is not inconsistent with the terms of this Agreement. Prior to the presentation of such grievance, the employee shall furnish the associate superintendent for human resources, or designee, with a written statement from the SEIU/FPSU indicating the Union will not represent the employee. An employee must exhaust the entire negotiated grievance procedure, including arbitration, before initiating any other appeal. Thereafter when presenting his/her own grievance and notwithstanding any other terms and conditions set forth in this Agreement, the employee shall bear the full cost of time lost from work, expense of his/her own counsel, preparation, presentation and the fees, services or other costs of an arbitrator, costs of transcripts, meeting/hearing room or other facility, or any other appeal. The Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Section 4. At any time management schedules a meeting/hearing with an employee and has reason to believe that disciplinary action may be issued, the responsible administrator/supervisor shall so inform the employee as well as the employee's right to Union representation.

Section 5. The private life of an employee is his/her own so long as it does not impinge upon the ability of the employee to perform his/her duties and to meet all of his/her responsibilities.

Section 6. To the extent an employee is accused of wrongdoing by a co-worker and that co-worker testifies as a witness in any disciplinary hearing at Level 3 or above of the grievance process or in a Division of Administrative Hearing (DOAH) proceeding, the employee shall have the right to cross examine the co-worker or challenge such evidence.

Section 7. Surveillance recordings, whether the format is recorded in audio, video, digital or any other medium, are public records pursuant to Florida law and are deemed law enforcement records maintained by the Pinellas County Schools Police Department. Surveillance may be used for any legitimate management purpose necessary to ensure efficient operations and the safety and well being of students, staff and the general public. Only approved Supervisory management staff shall be allowed authorized to review such material for purposes specific to an incident under investigation or to monitor the

effectiveness of departmental operations. In addition, law enforcement officials shall be allowed to review such material for legitimate law enforcement purposes.

ARTICLE 11

EMPLOYER RIGHTS

Section 1. SEIU Florida Public Services Union, and its members recognize the prerogative of the School Board to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the School Board has not officially abridged, delegated or modified by this agreement. Management officials of the Board retain the rights, except where this agreement takes precedent in accordance with applicable laws, regulations, and provisions of the written policies and procedures as published but are limited to the following:

- To determine the organization of the school district.
- To determine the purpose of each of its constituent units.
- To exercise control and discretion over the organization and efficiency of operations of the school district.
- To set standards of service to be offered to the public.
- To manage and direct the employees of the school district.
- To hire, examine, classify promote, train, transfer, assign, schedule and retain employees in positions with the Pinellas County School Board.
- To take disciplinary action for just cause for non-probationary employees as defined in Article 24, Section 1.
- To determine the location, methods, means and personnel by which operations are to be conducted.
- To determine the number of employees to be employed by the School Board and to relieve employees from duty because of lack of work or for other legitimate reasons.
- To establish, change or modify the number, types and grades of positions of employees assigned to an organization, unit, department or project.
- To establish, implement and maintain an effective internal security procedure.

Section 2. The School Board has the sole authority to determine the purpose and mission of the school district and the amount of the budget to be adopted by the Pinellas County School Board.

Section 3. If it is ~~not~~ determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, or may soon exist (e.g. as in the approach of a hurricane) the provisions of this agreement may be suspended during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the superintendent or his/her designee shall advise the Union President or designee of the nature of the emergency and, if the President desires, a meeting will be scheduled to discuss the emergency.

ARTICLE 12

ANNUAL PERFORMANCE APPRAISAL

Section 1. The current system of annual performance appraisals is made a part of this Agreement. This includes the appraisal form, procedures, and methods for the assignment of annual review dates and special appraisals. Employees shall have the right to select either the standard appraisal form or the self-appraisal format. However, the alternative appraisal format shall not be available to employees who are probationary, those who have not completed at least three years of service in the district, those who have had any ratings below satisfactory on their last evaluation or those who are currently experiencing job performance problems.

Section 2. Each employee shall have the right to write his/her views where indicated on the performance appraisal form and shall sign upon receipt of his/her copy. An employee not satisfied with his/her performance appraisal shall have the right to appeal the appraisal to the supervisor of the manager completing the appraisal form once the appraisal process has been completed. If the Union feels the review by the supervisor conducting the appeal was biased, the appraisal may be grieved pursuant to the provisions of this agreement.

Section 3. The Union agrees to participate with the other support Unions of the school district a system-wide task force to revise the appraisal form for Support Employees.

ARTICLE 13

SALARIES

Section 1. Salary Schedule

The salary schedule is reflected in the appendix of this agreement. Should additional resources be designated by the Board for general salary increases for employees for 2008-09, the parties shall immediately reconvene to bargain any changes in the salary schedule.

Section 2. Method of Payment

a) The Board and the Union agree to continue to provide a payroll system which will equalize the distribution of salary payments based upon annualized salaries within the assigned work year. Employees shall be paid every two (2) weeks according to the applicable payroll calendar:

Twelve (12) month employees	- 247 days
Eleven (11) month employees	- 218 days
Ten (10) month employees	- 196 days
Bus Drivers	- 192 days
Food Service	- 192 days

b) **Exceptions** - When a payday falls on or during a school holiday or Board-designated summer vacation period, the Board shall distribute paychecks on the last immediately preceding workday when practicable.

- c) Normally, paychecks will be made available no later than the end of the shift on payday for employees in this bargaining unit. At the discretion of the administrator/supervisor, checks may be released earlier than the end of the shift on paydays. In the event a payday falls on an in-service/staff development day, the Board will make every effort to issue checks on the day before.
- d) The current pay period practice will be maintained for the term of this Agreement. However, in the event any change affecting a major segment of the bargaining unit is necessary, it will be a matter appropriate for consultation.

Section 3. EFFECTIVE DATE

The effective date of the provisions set forth in the following procedures and salary schedules shall be July 1 of the fiscal year. Only employees on the active payroll, or on approved leave of absence at the time the annual increases are ratified and are approved by the Board, would be eligible to receive any new salary adjustments.

- a. Base salary/rate is defined as an employee's un-equalized hourly rate of pay, exclusive of shift differential or any other applicable bonus.
- b. An individual's base rate of pay will not be less than the minimum of the salary range or over maximum, except when the intern procedure is recommended or in the case of temporary promotions.
- c. For consistency in administration, base hourly rates are used for calculation purposes in applying the following procedures.

Section 4. PLACEMENT ON SALARY SCHEDULE

- a. A newly-hired individual may be placed on the applicable salary schedule as follows:
 - (1) At the minimum of the applicable salary range unless it is determined by the supervisor and Personnel that credit for outside experience is necessary to obtain the most qualified candidate.
 - (2) If outside experience credit is deemed necessary an additional one percent (1.0%) above minimum may be granted for each year of related job experience in excess of the minimum qualifications up to a maximum of ten percent (10%). When salary credit is granted for outside experience, it is the supervisor's responsibility in conjunction with Personnel to review the salaries of current incumbents of the same job within the department to ascertain the impact on internal equity.

The specific related experience must be indicated when applying for the job. After the job offer has been made, the related experience submitted may not be altered.

- b. ***Intern procedures:*** An applicant who does not meet all minimum qualifications for a job may be hired as or promoted to an intern at a rate of pay ten percent (10%) below the applicable rate of pay for that position. Payment at the intern rate is not to exceed one (1) year.

Section 5. PROCEDURES FOR INCREMENTAL/STRUCTURAL INCREASES

- a. ***Movement within the salary range (incremental):*** Each year a portion of the total salary increase may be designated for movement within the salary range. Each employee eligible for an incremental increase will move within the salary range by the approved percentage.

In order to be eligible for an incremental increase, an employee must have been hired on or before February 1. In order to receive an incremental increase, an employee must also be in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board.

- b. ***Movement of the salary schedule (structural):*** Each year a portion or all of the total salary increase may be designated for movement of the salary (range) schedule. Any employee within the salary range is eligible for this increase provided the base rate of pay does not fall above the salary range maximum.
- c. ***Part-Time Regular Employees:*** Employees hired on or before February 1 and in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board shall be placed at the amount which provides the same percent increase granted to full-time employees on the same salary schedule. This provision shall affect only those in our employ commencing with the 1989/90 fiscal year and is contingent upon availability of funds.
- d. ***Retroactive Pay:***
 - (1) The above increases would be retroactive to the beginning date of the employee's annual payroll calendar, unless otherwise indicated. Part-time regular employees are included in the receipt of retroactive pay.
 - (2) An employee who is required to return to a regular full-time job classification immediately prior to the beginning of their normal work year will receive retroactive salary adjustments on all hours paid where such employment is approved by the Board.
 - (3) Part-time temporary employees and substitutes are not eligible for retroactive pay.

Section 6. PROMOTIONAL SALARY INCREASES

- a. ***All Other Salary Schedules:***
 - (1) ***Exempt or Non-Exempt Salary Schedules:*** When an employee currently paid on the Exempt or Non-Exempt Salary Schedule is promoted to a position from or within either schedule with a higher hourly midpoint, the employee shall receive an increase equal to the percent difference between the midpoints of the old and new pay grade. Any increase shall not be more than twelve percent (12%) or less than minimum.
 - (2) ***Exempt or Non-Exempt Salary Schedules – In-Grade Promotions:*** When an employee currently paid on the Exempt or Non-Exempt Salary Schedule is transferred to a position within the same pay grade, which is determined to be a promotion by Compensation and approved by the Associate Superintendent of Human Resources & Public Affairs, the employee shall receive a five percent (5%) increase (calculated on an hourly rate).
- b. ***Temporary Assignment to a Higher Job Classification on the Exempt and Non-Exempt Salary Schedules:*** Employees temporarily assigned to assume the duties of an absent employee in a higher level job classification shall receive whichever is less: an increase of ten percent (10%) of their base salary (calculated on the hourly rate) or the amount he/she would have received had the employee actually been promoted to the position on a regular basis. Employees who do not meet

eligibility requirements for the position shall receive an increase of five percent (5%) of their base salary (calculated on an hourly rate). The duration of a temporary assignment shall not be less than sixty (60) working days for classifications on the exempt salary schedule or ten (10) working days, not to exceed ninety (90) calendar days, for classifications on the non-exempt salary schedule and will require approval of the appropriate Cabinet member or his/her designee.

Section 7. RECLASSIFICATIONS

- a. **Reclassification to a Higher Pay Grade:** When a position is reclassified to a higher pay grade, the incumbent's current rate of pay shall be increased in accordance with the promotion guidelines.
- b. **Reclassification to a Lower Pay Grade:** Procedures for downgrade will apply.

Section 8. PROCEDURES FOR DOWNGRADE

- a. Any employee moved to a lower pay grade shall have the current base rate of pay decreased by the percent difference between the old and new pay grade midpoints (calculated on the hourly rate) effective on the date of entry into the new position.
- b. If an employee is promoted then returns to the previous job within one (1) year, the employee will revert to his/her previous rate of pay.
- c. If any employee due to a special cause was downgraded to a lower pay grade and allowed to keep his/her hourly rate of pay, the employee will not be eligible for any re-promotional salary increase until he/she exceeds the highest pay grade previously held.

Section 9. LATERAL MOVE

When an employee is moved laterally from one salary schedule or job title to another, in a pay grade which has approximately the same midpoint (a midpoint difference of less than one (1) percent), the employee shall retain the current base rate of pay, provided the current base rate of pay is equal to or between the pay grade minimum and maximum. If the employee's current base rate of pay exceeds the new pay grade maximum, it will be reduced to the new pay grade maximum on the effective date of the lateral move.

Section 10. TERMINATION AND REINSTATEMENT

An employee who terminates employment and is rehired within one (1) year in the same job classification may receive the previous rate of pay. In all other instances the procedures for regular employment shall apply.

Section 11. OVERTIME ELIGIBILITY

Non-exempt employees required to work more than forty (40) hours in any single week shall be compensated at one and one-half (1-1/2) times their base rate of pay for those hours over forty (40), unless the compensatory time provision of these procedures is used. The District shall make a reasonable effort to equalize overtime between qualified employees.

- a. **Work on Holidays:** Non-exempt employees required to work on paid holidays shall be compensated at a rate of one and one-half (1-1/2) times their base rate of pay for all hours worked in addition to their straight-time holiday pay. Non-exempt employees required to work on unpaid

holidays shall be compensated at their straight time base rate of pay for all hours worked up to and including forty (40) in one week.

b. ***Two or More Jobs at Different Rates of Pay:*** A non-exempt employee who works over forty (40) hours in a work week with two (2) or more jobs at different rates of pay will receive the overtime rate of pay in accordance with applicable Fair Labor Standards Act (FLSA) regulations.

c. ***Compensatory Time:***

1) Compensatory time is defined as time required by management beyond an employee's normally scheduled hours to accomplish a specific task or to provide supervision under specific conditions. A non-exempt employee will be eligible for compensatory time off for hours worked in excess of the assigned workweek as approved in advance by his/her director/supervisor. Compensatory time may be offered in lieu of overtime especially where overtime pay is not available due to financial restrictions. In this regard, it shall be the employee's choice to work offered overtime or additional hours beyond his/her regular shift for compensatory time as an alternative to overtime pay. The employee and the supervisor must mutually agree to how the time is to be earned and used within a six month prescribed time frame.

2) Hours worked over the normal workweek schedule up to and including forty (40) hours will be taken on an "hour-for-hour" basis. Hours worked over forty (40) hours in a workweek must be taken at "one-and one-half (1-1/2) hours for each hour of overtime worked.

3) Management approved compensatory time will be part of the payroll reporting process. Employees are responsible for providing written documentation at compensatory time approved by the appropriate administrator to the person responsible for departmental payroll administration. Compensatory time will be tracked using the TERMS system unless the compensatory time earned and used within a single pay period.

4) Employees who have requested the use of compensatory time shall be permitted to use the time within a reasonable period after making the request if the use of time does not unduly disrupt operations. An employee may use a full day as compensatory time if approved by his/her supervisor.

5) Compensatory time for all employees must be used within six (6) months from the date on which the time is earned. It will be the supervisor's responsibility to keep track of this time limit. Compensatory time not used within six (6) months will be paid.

6) Employees can accrue up to 240 hours of compensatory time (160 hours of overtime work). Any work performed over the 240 hours maximum must be paid overtime compensation.

Effective with the ratification of this Agreement, the District shall be in full compliance with the provisions of the paragraph above. An employee's calculations of authorized time earned and banked shall be allowed to bring proof of time worked forward and have the accruals adjusted, retroactive to July 1, 2008.

d. ***Child Care Programs Before and After School:*** Plant Operations personnel required to staff before and after school child care program facilities during the district's normal holiday periods (spring break,

Thanksgiving, winter break) when other employees are off duty shall be paid one and one-half (1-1/2) for hours worked regardless of time worked that week.

Section 12. FACILITY LEASE HOURS (Excluding Administrative)

When an organization leases School Board facilities which require the services of PCSB employees and said functions are conducted in a school facility on a Saturday, Sunday, holiday or any other non-scheduled workday, the employee assigned to said function shall be compensated as follows:

- a. An affected employee shall receive either straight time or overtime for all hours worked whichever is appropriate. For non-exempts, this will depend on the total number of hours worked by the employee during the normally scheduled work week.
- b. An affected employee (non-exempts only) shall receive time and one-half and appropriate shift differential for all hours worked regardless of the total number of hours worked during the work week whenever the employee has not had the opportunity (excluding the use of sick, personal, or vacation hours) to accomplish the normal forty "sweat" hour requirement for the computation of overtime, i.e., spring break, Thanksgiving, winter holiday period.

Section 13. PROCEDURES FOR PAYMENT OF ADDITIONAL OR TEMPORARY POSITIONS

- a. If the additional or temporary position to which the employee is assigned has a non-exempt job title, the employee will be paid at the minimum of the appropriate pay grade.
- b. When an employee is paid from funds outside of the primary budgeted position and in the same job classification as the primary job, the employee will receive the same rate of pay.
- c. When an employee is paid from funds outside of the primary budgeted position and in a different job classification from the primary job, the employee will receive the minimum rate of pay in the appropriate salary range for that job classification.
- d. Full-time regular supporting services personnel will be permitted to work two or more jobs only in those instances where prior approval has been granted through the Assistant Superintendent, Human Resources or designee. Except where expressly approved by Human Resources, full-time regular supporting services employees shall not be permitted to work in two or more jobs where the total number of hours worked exceeds forty (40) hours per week.

Section 14. PROCEDURES FOR PAYMENT OF SUBSTITUTES (*Effective March 1, 2003*)

- a. Substitute teachers who work as substitutes in supporting services job classifications shall be paid the substitute teacher rate for all hours worked in the supporting services job with the exception of Cafeteria Attendant, Food Service Assistant-Sub, Bus Driver-Sub, and clerical substitutes - Classification I and II.
- b. All other classifications will be paid at the minimum of their corresponding pay grade.

Section 15. SHIFT DIFFERENTIAL (Non-exempt)

- a. Any full-time or part-time non-exempt employee whose regularly assigned shift ends at 7 p.m. or after shall receive a shift differential of thirty-five cents (\$.35) per hour for all hours worked.
- b. Any full-time or part-time non-exempt employee whose regularly assigned shift begins on or after 10 p.m. but before 5:00 a.m. shall receive a shift differential of forty-five cents (\$.45) per hour for all hours worked. Employees assigned to relocatable crews shall receive an additional fifteen cents (\$.15) per hour for all hours worked during the moving of relocatables during the year.
- c. Any hourly shift differential received by an employee shall be paid only on actual hours worked in any pay period and shall be excluded from holiday, vacation, and sick leave pay.

Section 16. CALL-BACK AND CALL-IN PROCEDURES

- a. An employee who is called to report for work at times other than the regularly scheduled hours shall receive the applicable rate of pay, or compensatory time, for all time worked. In no event will the employee receive less than two (2) hours straight time pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.
- b. An employee who is called to report for work for emergency or critical work situations occurring at times other than the regularly scheduled hours, shall receive one and one-half (1-1/2) times their normal hourly pay for all hours worked regardless of the time worked that week. In no event will the employee receive less than two (2) hours of time-and-one-half pay or compensatory time for the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.
- c. An employee who reports for work at the regularly scheduled time shall receive a minimum of two (2) hours work at the applicable rate of pay, or two (2) hours pay at the straight-time hourly base rate unless:
 - the employee leaves earlier based on their own decision
 - the employee is suspended or dismissed
 - work is not available for reasons such as fire, flood, power failure, hurricane, tornado, explosion, strike, or civil disturbance
 - no lunch is prepared for serving (food service employees only)

Section 17. REQUESTS TO CREATE NEW JOBS

New job title classifications must be requested by the appropriate Cabinet member, recommended by the Superintendent and approved by the Board. The classification and pay grade of each new job shall be recommended by the Compensation Administration Section of the Human Resources Department and submitted to the Cabinet for their concurrence. The Superintendent will then make a recommendation to the Board for approval.

Additional personnel slots must be requested through budget. Job title and pay grade will be determined by Compensation Administration.

Section 18. SPECIAL PROCEDURE FOR SAS IMPLEMENTATION

Upon implementation of the Salary Alignment Study (March, 2003), any employee's hourly rate that falls above the newly established maximum of the salary range shall be frozen until it falls within the assigned pay grade.

Section 19. MISCELLANEOUS

a. Supporting Services Certificate of Distinction

An annual payment of \$200 shall be provided to supporting services personnel who complete a program of 65 hours of additional training consisting of core courses and electives that would enhance job performance. In order to be eligible, the employee must be in an active pay status at the time of payment. If a recipient moves to a non-eligible position (e.g., substitute, temporary, or teacher position) prior to the pay date in December, they are only eligible for payment the school year in which they moved to the non-eligible position.

b. Bus Driver Attendance Incentive

A financial incentive of \$75 shall be provided to those drivers who have a perfect attendance record during any forty-five (45) working day period. Drivers hired during any forty-five (45) working day period must satisfy a minimum of twenty-five (25) working days of service in order to qualify for the incentive during that period. Incentive payments will be cumulative and payable every semester on a date determined by the Payroll Department. The maximum incentive for a school year will be \$300 per eligible driver.

c. Bus Driver Differential for Opportunity Routes

A differential of \$.35/hour for all hours worked, shall be provided to bus drivers who drive selected special routes on a regular basis.

d. Relief Driver Supplement

Relief drivers shall receive a supplement of \$.85/hour for all hours worked based on criteria established in the published document, "Relief Driver Requirements and Expectations." It is understood that relief drivers will not be eligible for Opportunity Route pay in addition to this enhanced supplement.

EXCEPTIONS

Any exceptions to the above procedures must be approved by the Superintendent or designee.

These procedures are intended to address the most common district compensation issues and are not intended to cover all situations that could possibly occur. For information pertaining to specific compensation issues, please contact Compensation Administration in the Human Resources Department. For positions covered by bargaining units, please refer to the applicable contract language for more detail.

ARTICLE 14

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 1. The job classifications set forth in Appendix A of this Agreement are made a part of this Agreement. Copies of job descriptions covered by the agreement may be found on the district web site at www.pcsb.org

Section 2. The Board has the sole and exclusive right to create, revise, and delete job classifications and job descriptions. However, before exercising its rights in this section, the Board shall first notify the Union in writing of the anticipated action.

Section 3. A job description shall not be construed so as to restrict in any manner the rights of the Board to assign work to employees, nor to grant or concede to an employee or any group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the job description of the employee's job classification or is described in another job description. When a question arises over job assignment, the Board and the Union agree that the guiding principle shall be "work first, grieve later" but in all such matters the administrator/supervisor shall have sole discretion to proceed with or delay the job assignment to allow discussion or consultation.

Section 4. Employees may be assigned to perform work outside of, above, or below their job classification and in this connection, there shall be no abuse in making assignments. It is inherent in all job classifications to instruct and assist other personnel as may be required.

Section 5. Bargaining unit employees shall be afforded the opportunity to discuss and review their job description with the responsible administrator/supervisor. Such requests shall allow for prior notice and shall not interfere with operations such as scheduled bus runs, meal serving hours, etc.

Section 6. It is understood by the parties that job descriptions will be the basis for work assignments. Bargaining unit employees may be assigned to work outside their job description in order for them to work the number of hours designated for their regular, normal shift. Employees may be assigned work outside the job description in emergency situations or when work covered by the job description is not available.

Section 7. Employees may be assigned work outside of their job description in order to train and eventually qualify them for promotion or transfer to other types of work as openings occur. The parties agree that work assignments for training are mutually beneficial and are necessary in order to train and qualify employees for promotion to openings which occur. Such training assignments will be authorized by the administrator/supervisor in advance. Upon completion of an authorized training assignment, information shall be documented by the administrator/supervisor and placed in the employees' personnel file. Special evaluation forms may be used for this purpose. For purposes of this section, approved training and/or internships shall be defined as structured training activities conducted under the supervision of management which provide skills and/or information designed to assist employees in performing their current assignment better or to prepare them for future promotion within the district.

Section 8. Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range. Training assignments to work in a higher job classification shall not be compensated as a temporary promotion.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 1. Hours worked in excess of forty (40) within a work week shall be paid in accordance with Article 13, Section 11.

Section 2. The work week begins Saturday 12:01 a.m. This Article is intended to define the standard work week and is not to be construed as a guarantee of any number of hours pay or work per day, per week, or per payroll period. Normally the basic work week will be from Monday through Friday unless otherwise specified or scheduled by management. (See Transportation Section)

Section 3. The Board may adjust the length of the work week and/or workday for financial reasons. In this connection, the Board will notify the Union as far in advance of the adjustment as possible, and provide pertinent financial data used in arriving at this decision.

Section 4. The development and revision of the payroll calendar, designation of payroll periods, pay dates, and other related considerations are the sole and exclusive prerogative of the School Board and are not subject to the grievance procedure.

Section 5. The Board, through the Superintendent and subordinate levels of supervision, shall have the right to require overtime and to change work schedules where deemed necessary. No employee or group of employees may refuse to work overtime. The immediate supervisor may excuse an employee from an overtime assignment if, in the supervisor's opinion, there is another qualified employee who is available and capable of completing the assignment to the supervisor's satisfaction. An employee who accepts an overtime assignment and fails to report for such assignment may be subject to disciplinary action. Should compensatory time be used in lieu of overtime, the provisions of Article 13 shall apply.

Section 6. Employees shall be granted an unpaid meal period as near as practical to the middle of a full-time shift. The length of the meal period will be between thirty-(30) and sixty-(60) minutes as determined by Management. When an employee is assigned to work overtime, as distinguished from a call back, in excess of five (5) hours before or after his regular shift hours, the immediate supervisor will provide for an unpaid meal period. Where the nature of the overtime assignment is such that a meal period cannot be provided, the employee will receive appropriate compensation for the time in lieu of the break.

Section 7. Two fifteen (15) minute paid rest periods shall be granted to full-time employees - one midway during the first half of the workday and the other midway during the final half of the workday insofar as practical.

Section 8. Meal and rest periods shall not be taken in such a manner as to interfere with operations, such as scheduled bus runs, meal serving hours, etc.

Section 9. Management shall have the right to adjust shift hours and starting times when schools are not in session or as deemed necessary. Except when required to attend in-service and staff development activities or when emergency circumstances prevail, employees working the evening or night shift will not be required to double back on a daily basis to work the following day shift but may volunteer to do so.

Section 10. Employees may be assigned to work the evening or night shift where deemed necessary by Management, consistent with job classifications and qualifications. Employees may be assigned to work the evening or night shift where deemed necessary by management. Assignment to work these shifts will be accomplished by selecting volunteers, acceptable to the immediate supervisor, from the same work unit who have the appropriate skills. In this connection, the assignment of employees will be accomplished first by volunteers within the classification. If the required number of volunteers is not obtained, the assignment shall be accomplished by seniority with the least senior employees in the job classification being assigned until the number of employees has been attained. Employees so assigned shall receive shift differential where applicable as defined in Article 13, Section 15.

Section 11. No employee shall suffer any reduction in his/her normal scheduled hours of work to preclude the payment of overtime. In the event any employee in the unit is assigned to work overtime, he/she will not be required to use accrued vacation nor be placed in a "leave without pay" (inactive) status during the basic work week in order to compensate or offset the overtime hours worked or to be worked. Employees required by their supervisor to attend scheduled professional development activities during the normal work week shall have those hours included in the computation of "sweat hours" for overtime purposes.

Section 12. As far as the character of the work permits, during the term of this Agreement, schools and departments shall endeavor to equalize distribution of overtime. Voluntary overtime will be offered to employees consistent with factors such as seniority, job classification, skills, and abilities. Management will make payroll prelists available to a Union representative who furnishes adequate prior notice of such request and which indicates the employee in question.

ARTICLE 16
LEAVES OF ABSENCE
HOLIDAYS

Section 1. During the term of this Agreement, bargaining unit employees shall receive time off with pay for six (6) paid holidays. The School Board will designate holidays to be observed during the year, including alternate days of observance when the holiday falls on a Saturday or Sunday. The Board will determine which schools and departments will be closed in observance of holidays. The Board will make every reasonable effort to designate two (2) of the paid holidays a part of the year-end holiday period each year.

Section 2. An employee is eligible for holiday pay regardless of whether he/she is in a paid or unpaid status on the regularly scheduled workday immediately preceding and immediately following the holiday.

Section 3. Regular part-time bargaining unit employees who are scheduled to work two and one-half (2.5) hours or more per day shall receive pro rata pay for holidays provided that they are eligible as set forth herein.

Section 4. Employees who are scheduled or are called to work on one of the six (6) designated paid holidays in the payroll calendar shall receive the holiday pay, if eligible, and the applicable rate for hours worked to be paid at time and one-half for all hours worked regardless of the number of hours worked during the week the holiday fell.

Section 5. If a holiday falls within an employee's approved vacation, the employee will receive holiday pay and vacation will not be charged.

Section 6. All holidays earned must be taken as time off or paid on the same day that it is earned.

Section 7. Temporary and substitute employees are not eligible for holiday pay.

ARTICLE 17

VACATIONS

Section 1. Employees who are assigned to work twelve (12) months and three (3) or more hours per day shall accrue vacation from most recent date of hire.

Section 2. Employees covered by this Agreement may use accrued vacation on a regularly scheduled work day.

Section 3. Unused vacation is payable to twelve (12) month employees who terminate for any reason.

Section 4. Vacations will be requested and approved in advance. Requests for specific times will be granted consistent with work load and work schedule requirements and in this connection, every reasonable effort will be made to grant employees their requested vacation dates. Vacations shall be available for approval during each month of the year.

Section 5. Twelve-month personnel will accrue paid vacation as follows:

- a) Five years or less service: one (1) paid vacation day for each month (or major fraction) worked (12 days per year).
 - b) More than five years service: one and one-fourth (1-1/4) paid vacation days for each month (or major fraction) worked (15 days per year).
- More than ten years service: one and one-half (1-1/2) paid vacation days for each month (or major fraction) worked (18 days per year).

For purposes of this section, a year of service for vacation accrual shall be defined as hire or re-hire into a twelve-months position on or before February 1st of each year.

Section 6. Accrual of vacation shall begin on the most recent date of employment to a twelve-month assignment. Vacation accrual shall not be applicable to service rendered in prior assignments which were of less than twelve months duration. Utilizing the formula in Section 5 above, employees shall not be permitted to accrue more than sixty-two (62) days of unused vacation. With two weeks prior notice of request, an employee shall not be denied vacation if denial will result in the loss of accrued vacation above the maximum of 62 days.

Section 7. Unused vacation will be paid to date of retirement or termination, and shall normally be paid to the employee(s) or to the employee's Bencor account within thirty (30) days of the effective date of termination from a 12-month assignment. The amount that will be paid pursuant to Florida law (Section 1012.65) when that employee terminates from the district will be a maximum of 60 days.

Section 8. Probationary employees may utilize accrued vacation time when duly approved.

Section 9. Temporary and substitute employees will not accrue vacation.

ARTICLE 18

SICK LEAVE

Section 1. Employees who work two and one-half (2 1/2) or more hours per day in regular positions shall accrue sick leave at the rate of one paid day for each month of service. A month of service for this purpose shall be defined as employment in a paid status for eleven (11) or more days during the same month. One paid day is defined as the number of hours the employee is scheduled to work times his/her base rate.

Section 2. Pursuant to Section 1012.61 Florida Statutes, sick leave may be used on a regularly scheduled workday for bona fide illness of the employee, illness and/or death in the immediate family, to attend a funeral, or for a medical or dental appointment. Immediate family is defined as spouse, father, mother, sister, brother, brother-in-law, sister-in-law, child, step-child, foster child, mother-in-law or father-in-law, other close relative or any person who is a member of the employee's immediate household. An obituary notice or other suitable document may be required prior to the payment of funeral leave.

Section 3. An employee suspected of abusing sick leave may be required to provide medical proof of ability to return to work after each absence. Employees who are absent five (5) or more consecutive workdays may be required to pass a physical examination and obtain written clearance before returning to work. Should a physical examination reveal a physical defect that cannot be reasonably accommodated in order for the employee to continue his/her assigned duties, the following procedure will apply:

- a) The employee will be relieved of his/her duties immediately without prejudice. If he/she has accrued sick leave time, he/she may request and be granted sick leave.
- b) He/she will remain in off-duty status or on sick leave for a period of five (5) working days in order to give him/her time to determine whether or not he/she can be reasonably accommodated.
- c) Not later than the end of the five-day period, he/she will notify the administrator/supervisor concerned in writing what action he/she plans to take.
- d) If corrective action causes continued absence, accrued sick leave may be used. Absence beyond the time allowable as sick leave may be authorized under temporary inactive status.
- e) Should he/she notify the administrator/supervisor that he/she refuses a reasonable accommodation, his/her employment may be terminated without prejudice.

- f) Prior to his/her return to employment, it will be necessary for him/her to be cleared by his/her personal physician. Written clearance will be submitted to the administrator/supervisor.
- g) If the personal physician recommends further treatment, the employee will be notified to secure treatment of the condition and to provide notification to his/her supervisor within sixty (60) days by the personal physician that the employee is under his/her care for the condition noted. If the supervisor does not receive this notification, the employee will be terminated.

Section 4. Employees who cannot report for work for any reason (illness, tardy, emergency, etc.) shall contact their administrator/supervisor no later than the scheduled start of their workday, or as otherwise specified by the school or department. Failure to call and report absence without good and sufficient cause as determined by the administrator/supervisor will be charged as an unexcused absence and may be cause for disciplinary action. The Board shall provide recording procedures for the purpose of receiving report-offs.

Section 5. The administrator/supervisor may approve the use of accrued sick leave for the employee's personal reason(s) up to a maximum of four (4) days non-cumulative (Section 1012.61, Florida Statutes) in any fiscal year. Planned non-emergency use of sick leave for personal reasons shall normally be requested at least two (2) workdays in advance and may be used in increments of one-half hour or more.

Section 6. Sick leave may be accumulated without limit and shall be charged by actual hours used. An employee shall not be entitled to sick leave in excess of the amount accumulated to his credit.

Section 7. Employees who are laid off and recalled will retain sick leave that is unused at the time of layoff. Employees who transfer within the school system will retain sick leave credit. Similarly, employees who resign and are rehired will have unused sick leave restored to their credit.

Section 8. An administrator/supervisor may refer an employee to his or her primary care physician for verification of fitness. Placement shall be consistent with any restrictions included in the attending physician's release at the time of return. Failure to comply with this provision shall result in the employee's suspension without pay until such time as he/she complies with the provisions of this subsection.

Section 9. Employees may contribute to the Supporting Services Sick Leave Bank, as long as members (appointed by SEIU), are part of the committee that shall administer the Sick Leave Bank. Also, SEIU shall have the right to review the Sick Leave Bank Guidelines and request changes to the committee.

Section 10. Any termination of employment pursuant to Article 24 shall be appealed through the Administrative Procedures Act (Chapter 120, Florida Statutes). (See Article 24)

Section 11. Terminal pay shall be granted to an employee at retirement or to his/her 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 (SCOERS) 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 six (6) years of service in the Pinellas County School System, the employee shall receive payment for unused accrued sick leave under the following formula:
- Subsequent to six (6) years – 40%
 - Subsequent to ten (10) years —65%
 - Subsequent to fifteen (15) years - 70%
 - Subsequent to twenty (20) years - 80%
 - Subsequent to twenty-five (25) years - 90%
 - Subsequent to thirty (30) years - 100%
- b) **Termination by Death:** The employee's beneficiary shall receive payment based upon the following formula: (Section 1012.61 (2)(a)(4))
- 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 (10th) year of service, the daily rate of pay shall be multiplied by fifty percent (50%) times the number of accumulated sick leave days;
 - 5) Subsequent to thirteen (13) years of service, the daily rate of pay shall be computed using the percentages applicable if the employee had retired.

Section 12. Full time employees shall be credited with four (4) days sick leave following completion of their first month of employment each fiscal/school year. Thereafter, full time employees shall be credited with one (1) day of sick leave following completion of each month of employment, but not to exceed one (1) day of sick leave times the number of months the employee works per year. If an employee terminates his/her employment and has not accrued the four (4) sick days available to him/her, the Board shall withhold from final pay an amount equal to the pay for sick days utilized but unearned by the employee.

Section 13. Use of Sick Leave by Family members: Under the following guidelines district employees may authorize their spouse, child, parent, or sibling who is also a district employee, to use sick leave that has accrued to the authorizing employee.

1. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).
2. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.
3. Days used may not result in double compensation when combined with other benefits such as workers compensation to tort damage awards.
4. The recipient and the donor must complete the appropriate form from the human resources office.
5. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

ARTICLE 19
EXTENDED LEAVE WITHOUT PAY

Section 1. Extended absence without pay may be granted for health or other personal reasons, provided that:

- a) Such request is made in writing and is supported by adequate documentation.
- b) The administrator/supervisor concurs and recommends approval.
- c) The request is approved by the Director of Human Resources or designee.
- d) Such request is not for a period in excess of thirty (30) calendar days and employees will have the right to return to their same position. Employees will not be placed on pending placement status without prior notification. In this connection, an extension of time may be requested by the employee and granted at the sole discretion of the Board as set forth above.
- e) If sick leave or vacation is available, employees may elect to apply such sick leave or vacation to their leave of absence if the employee indicates that desire on PCS Form 137, Request for Leave of Absence and use of the leave is applicable.

Section 2. During unpaid status, no benefits or credit for experience shall accrue; however, no accumulated benefits will be lost.

Section 3. Employee participation in group insurance may continue if the employee is otherwise eligible and pays the premium in advance to the risk management department.

Section 4. Return from Extended Leave Without Pay:

If return is after thirty days but before ninety (90) days, the employee, by mutual consent of his/her administrator/supervisor, may be reassigned to the same position. If return is subsequent to ninety (90) days, every effort will be made to return the employee to the same position if recommended by his/her administrator/supervisor, or to a similar position. All assignments shall be contingent upon availability of vacancies at the time of return.

Section 5. Employees on approved inactive status who accept employment outside of the school system may be terminated without prejudice.

Section 6. Employees on approved inactive status shall advise the Personnel Office of their correct address and home telephone number, if available, at all times.

Section 7. Under the provisions of this Article, the following shall in no event be subject to the grievance procedure:

- a) Termination under section 5 of this Article or due to failure to comply with section 6 of this Article.
- b) Termination due to lack of an available opening when inactive status expires.
- c) Postponement of requests for inactive status up to ten (10) working days.

- Section 8.** Employees may be granted early return from inactive status, provided that:
- a) Such request is made five (5) working days in advance.
 - b) Requests are submitted in writing to the Personnel Office.
 - c) An opening exists in the classification.
 - d) If no opening exists, the employee may:
 - 1) Remain on inactive status for the remainder of the originally approved time period;
or
 - 2) Terminate without prejudice.

Section 9. One (1) bargaining unit employee will be granted Temporary Duty Elsewhere (TDE) status to accept a full-time position with the Union. Such leave shall not exceed one (1) school year. The Union agrees to reimburse the Board for all costs associated with the employee's absence on a schedule determined by the Board. An employee who returns from Union leave will be offered the next occurring opening in his/her job classification and will be credited with all prior service and unused benefits, if any

Section 10. Professional Leave

Full-time regular employees may be granted, upon request, unpaid leave not to exceed two (2) years for educational purposes. In order to be eligible for professional leave, an employee must have completed three (3) years of continuous service in Pinellas County. Requests for such leaves shall clearly identify the program of study to be completed and why the leave will benefit the Board. For purposes of this leave, an employee must be enrolled in not less than nine (9) credit hours per semester or eighteen (18) credit hours per year in a planned program of studies. The employee shall, during the course of such leave, provide documentation to the Board of full-time attendance in a formalized course of studies, justifying this leave. Upon return, the employee shall be reassigned to a similar position contingent upon availability of vacancies at the time of return.

ARTICLE 20

MATERNITY LEAVE

Section 1. Employees who become pregnant shall be granted maternity leave of absence.

Section 2. During the sixth (6th) month of pregnancy, the employee will make an appointment with her personal physician who will consider the employee's duties, the job description and coordinate with the personnel department in arriving at the commencement date of the maternity leave.

Section 3. After delivery, the employee may return to work in the same or an equivalent job classification, consistent with the provisions of the Family and Medical Leave Act, upon presentation of a written release signed by a competent medical authority authorizing return to work without restriction, if applicable.

Section 4. Employees will return from maternity leave within six (6) weeks following delivery and furnish a written release by a competent medical authority. Extension of maternity leave must be requested personally by the employee. Requests must be accompanied by acceptable medical

documentation. Employees who fail to return to work or extend leave will be terminated from employment.

Section 5. The employer has the right to verify inability to return to work. Employees, while on leave of absence, may be required to submit to a physical examination. Leave may be cancelled when employees are deemed fit to return to work.

ARTICLE 21

MILITARY LEAVE

Military Leave: Military leave with pay may be granted an employee when the request is supported by a copy of the military orders, up to seventeen (17) days per school year to perform military service. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. An employee called to active military service shall receive full pay for the first thirty (30) days of military leave, and the remainder of such leave shall be without pay. After two years of leave, the employee must apply for reemployment within one year after date of discharge, and the school system shall have six months after application in which to reassign the employee. An employee shall not suffer loss of pay and benefits if called to active military service during periods of national emergency or wartime service that extend beyond the thirty day limit and the following provisions will apply:

- a) If the employee's combined military salary and benefits is less than that received while working for the School Board, the Board will pay the difference in this amount in an effort to make whole any employee who must forfeit some portion of his or her salary and benefits as a School Board employee during service in the United States military.
- (b) This "hold harmless" provision shall apply only during the specified period of time during which the employee is scheduled to work for the Board but required to serve on active duty as defined by his or her official military orders.

Section 1. Regular Military Service: In time of war, any member of the bargaining unit who enlists or is drafted to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his/her completion of duty in the armed forces, he/she shall receive credit for full months completed toward the next annual appraisal. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge or release from active military duty, and the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Section 2. Temporary Military Service: Temporary leave for military service with the United States Armed Forces or Florida National Guard shall be granted with pay not to exceed seventeen (17) days compensation as provided in Section 115.07 Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session or when departmental operations are in a critical phase. Requests for temporary military service shall be supported by an official copy of the military orders and shall be filed with the school or department two (2) weeks prior to the date leave begins. Pay will be approved only on and between the report and release dates shown on the military orders.

Section 3. Voluntary Military Service: In time of peace, bargaining unit employees who enter voluntarily into active duty in the armed forces for temporary duty, training duty, or extended periods of service, may be granted military leave at the discretion of the School Board.

ARTICLE 22

JURY AND COURT DUTY

Section 1. Employees shall be given temporary duty elsewhere and shall receive his/her full pay when called for petit jury examination, petit jury duty, or when called or subpoenaed as a witness or defendant.

Section 2. Employees will be required to produce the jury summons or witness subpoena before excused absence or leave is approved.

Section 3. The Board reserves the right to request that jury duty be deferred where deemed necessary.

Section 4. Employees who are plaintiffs may request vacation or personal leave pay (up to the maximum allowable of four (4) days per fiscal year) chargeable to unused sick leave.

Section 5. Employees who are summoned for jury examination or jury duty may be required to secure verification of appearances from the bailiff or clerk of the court.

Section 6. Employees who are excused early by the court shall report for work when time and circumstances allow.

ARTICLE 23

ACCIDENT/ILLNESS IN LINE OF DUTY

Section 1. Any employee who receives a compensable injury/illness while in the course and scope of their employment shall be entitled to receive worker's compensation benefits under applicable Florida Statutes.

Section 2. An employee may elect to utilize accumulated sick leave first and vacation time, second, to make up the difference between his/her temporary total disability indemnity benefits and the equalized gross amount of his/her bi-weekly salary. In no event shall the worker's compensation indemnity benefit paid in combination with an employee's sick leave or vacation time exceed the employee's equalized gross bi-weekly salary. This benefit shall be payable for the period of time allowed by the worker's compensation statutes.

Section 3. Employees who have exhausted their sick leave and vacation time may apply for inactive status provided an authorized treating physician confirms they are unable to perform modified job duties or their regular job duties. When an employee begins receiving temporary total disability benefits, the Board may transfer the employee to inactive status.

Section 4. The Board shall assign an employee who is entitled to receive temporary partial disability or wage loss benefits in accordance with the existing policy and procedures as identified in Board Policy 8.16 (7). Once placement of the employee has been made, the employee will be entitled to the appropriate

temporary partial disability or wage loss benefit under applicable worker's compensation statutes. While the employee is receiving temporary partial disability or wage loss benefits, the Board shall give the employee priority consideration for placement in the original position, a comparable position, or any available position which the employee is qualified to perform, to minimize the temporary partial disability or wage loss benefit exposure to the Board.

Section 5. Once an employee is released to return to work by the authorized treating physician and fails to attend three (3) employment interviews, or declines appropriate placement, pending worker's compensation benefits may be subject to suspension or such refusal may be deemed earnings of the declined position.

Section 6. **Alternative Duty** – Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however there may be other duties that such employee may be able to perform without aggravating such injuries or sickness. Providing that the physician certifies that “alternative duty” work is acceptable and alternative duty is available as determined by the department director or his designee, the employee may, at management’s option, report to his supervisor for assignment within the department. The department may assign such duties as the health and condition permit of the involved employees only in cases where bona fide work is available.

ARTICLE 24

PROBATIONARY PERIOD

Section 1. All newly hired or rehired employees, with the exception of employees recalled from lay-off to the same position previously occupied prior to the layoff, shall be subject to a six (6) months probationary period and shall serve “at will.” Prior to the expiration of a probationary period, Management may, at its sole discretion, extend the probationary period for one ninety (90) day increment and the employee shall sign the cover sheet or cover memo and shall sign and receive a copy of any related appraisal or documentation. Probationary period extensions shall not be subject to the grievance procedure. Upon completion of the probationary period, employees shall continue from year to year unless the superintendent terminates the employee for just cause. The provisions of Board Policy 8.25 shall define just cause. Should the superintendent seek termination of an employee, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).

Section 2. Prior to completion of the probationary period, Management shall prepare an appraisal of the probationary employee's performance and make the employee aware of the contents.

Section 3. Management may end the probationary period early at its sole discretion.

Section 4. Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range.

ARTICLE 25

JOB POSTING AND BIDDING

Section 1. Vacancies of a promotional nature which occur in positions covered by this Agreement shall be filled by the procedures outlined herein provided the positions are not filled by reassignment of existing personnel within the school, district department, or work unit.

Section 2. In making such selection, the decision of the responsible administrator/supervisor shall determine the individual best qualified for selection, utilizing the procedures outlined in Section 6 below.

Section 3. Entry level positions shall not be subject to the provisions of this article.

Section 4. Nothing contained herein shall prevent Management from leaving vacant position(s) unfilled.

Section 5. Notice of promotional vacancies shall be distributed to all work locations where unit employees are assigned.

Section 6. **Definition:** A voluntary transfer is when an employee requests a change in work location. Voluntary transfers are not promotional.

Postings: The Board shall post notice of vacant promotional positions for which employees might reasonably be expected to be qualified to fill. The Board reserves the right to fill vacant promotional positions from within the school or work location prior to posting such vacancies throughout the district.

Procedures for Filling Vacancies:

- a) Prior to filling on a permanent basis any vacancy created in the bargaining unit by creation of a new job classification within the bargaining unit, a transfer, retirement, or termination, the Board shall invite interested applicants to submit a Job Posting Application specifically addressing their individual qualifications relative to the position posted. Such forms shall be submitted to the Personnel Office and shall be signed by the employee's supervisor in order to be a valid request. Application for promotion must include the recommendation of the immediate supervisor.
- b) When a probationary or substitute employee's name appears on the spread sheet, it will be noted that such employee is not eligible to be interviewed unless there are no qualified full time regular employees.
- c) All final offers of employment including, but not limited to, transfers and reassignments, shall be made through the Supporting Services Personnel Office. No offers of employment, except those authorized through these procedures, shall be deemed valid.
- d) Employees selected to fill vacant promotional postings shall be entitled to assume their new duties within fifteen (15) workdays of the date of acceptance of the position. Extensions of this period shall only be by mutual agreement between the employee and the

immediate supervisors involved. Interview and selection shall be completed in a reasonable period of time.

- e) Employees who are asked to interview during the work day shall be given TDE assignments for such interview time.

Section 7. Notices shall remain posted in conspicuous locations for not less than five (5) workdays.

Section 8. All applications must be processed by the Personnel Office.

Section 9. Interviews and screening procedures will not commence until such time as the deadline for application has expired. Applicants may be given an interview prior to a selection being made. Failure to consider a qualified applicant for interview will be considered a proper subject matter for consultation utilizing the procedures in Article 4 of this Agreement.

Section 10. Management reserves the right to advertise promotional vacancies outside the system when, in the opinion of the responsible administrator/supervisor, the position cannot be satisfactorily filled from within the district. Before advertising any position, the Board will first consider all Job Posting Application forms submitted by qualified unit employees. The Board agrees to maintain a Job Counseling Program which will provide access to information regarding available vacant positions. Employees interested in voluntarily transferring to another position may receive relevant job information by contacting the Human Resources Office at Largo Administration Building. Such information shall include position titles, location, rate of pay, hours, minimum qualifications and deadlines for application. All interviews for such counseling shall be scheduled through the Personnel Office.

Section 11. When filling promotional vacancies from within the district, the following factors shall govern:

- a) Minimum qualifications of the position to be filled.
 - 1) Employees considered for internal promotion within a school center, work location or department, or in response to an appropriate posting, shall meet the minimum qualifications set forth in the applicable job description.
 - 2) The parties agree that henceforth during the life of this Agreement, experience, for purposes of bidding or applying for a job opening within this bargaining unit, shall consist of information contained in the employee's personnel records at the time the application or bid is filed. NOTE: Employees may update personnel files at any time by providing verifiable information to the Personnel Office.
- b) Individual performance appraisals of the applicant;
- c) Specific needs of the position to be filled; and
- d) Seniority in the Pinellas County system. When qualifications of applicants are relatively equal, seniority shall prevail.

Section 12. Applicants who are not selected will be notified in writing subsequent to a final determination being made in filling the vacancy.

ARTICLE 26

PROMOTION

Section 1. A promotion is defined as a duly approved change from a job classification in a lower grade to a job classification in a higher grade.

Section 2. An employee who is promoted shall have his/her compensation adjusted consistent with the provisions of Article 13, Section 6 of this Agreement. Promotional increases may be made effective at any time within the sixty (60) day period following successful promotion and shall be made retroactive to the first day of the promotion.

Section 3. The responsible administrator/supervisor may select and temporarily promote an employee under the following conditions:

- a) The responsible administrator/supervisor shall have sole discretion in whether or not to fill a temporary vacancy.
- b) Temporary promotions shall not be utilized to replace employees on vacation or other types of leave up to ten (10) days. If a supervisor knows that an employee will be absent for ten (10) or more consecutive workdays pursuant to the provisions of this article, a temporary promotion for the absent employee's replacement may be granted immediately. The human resources department shall process the temporary promotion upon receipt of verification from the supervisor authorizing such promotion and establishing the dates during which the employee being replaced will be absent. The temporarily promoted employee shall not be required to wait until the conclusion of the tenth day in order to be eligible for compensation. Under extenuating circumstances, a temporary promotion may be used when an employee is replacing another employee on vacation for three (3) or more weeks.
- c) Training assignments to work in a higher job classification shall not be compensated as a temporary promotion. The parties agree that work assignments for training are mutually beneficial and are necessary in order to train and qualify employees for promotion to openings which occur. Such training assignments will be authorized by the administrator/supervisor in advance. Upon completion of an authorized training assignment, information shall be documented by the administrator/supervisor and placed in the employees' personnel file. Special evaluation forms may be used for this purpose.
- d) Consecutive temporary promotions to the same position shall not be used to avoid a permanent promotion.
- e) The temporary promotion is ten (10) or more consecutive working days.
- f) The temporary promotion is less than ninety (90) days, ordinarily.
- g) The temporarily promoted employee shall receive compensation consistent with Article 13, Section 6 of this Agreement.

- h) The temporary pay increase shall apply to all hours worked beginning the effective date of the temporary promotion.

Section 4. The employer will, to the extent possible, use the skills, talents and experience of current employees to fill promotional opportunities.

Section 5. Upon completion of a temporary promotion or temporary assignment of ten (10) workdays or more, a unit employee may request that the responsible administrator/supervisor complete a special appraisal form to become part of the employee's records.

ARTICLE 27

TRANSFER

Section 1. Procedures for Voluntary Lateral Transfer

Voluntary transfers shall be made based on the needs of the position to be filled, the personal qualifications of the applicants, location of the job and the best interests of the system.

Lateral Transfer

- a) Before a lateral transfer opportunity can be made available for other employees, the School or work center may consider reassignments of qualified employees from within their own work location,
- b) Employees who desire a lateral transfer to another school or work location, within the same Job Classification, shall file a written request with his/hers responsible administrator/supervisor. The request shall include the job classification and location to which the employee desires to be transferred in order of preference. Lateral transfers shall require overall satisfactory evaluations and concurrence between the sending and receiving principal. Transfers shall not be denied for arbitrary reasons. Final approval of transfers rest solely with management. Management reserves the right to invoke a sixty (60) calendar day probationary period on transfers where there may be some question regarding the qualifications of the candidate being transferred. Once an opening occurs at the requested location, the most senior employee who requested the transfer, shall be transferred. The employee shall notify his/her immediate supervisor of the request for transfer.

However, if the union can provide evidence that a transfer was denied for arbitrary reasons, the transfer may be pursued through the grievance procedure.

Section 2. Involuntary Transfers and Reassignment

- 1) Involuntary transfers are those transfers instituted by Management.
- 2) Such transfers or reassignments shall be made in the best interests of the system.

- 3) Under no circumstances will an employee be involuntarily transferred for arbitrary or capricious reasons.
- 4) Involuntary transfers or reassignments may be used as a disciplinary remedy or to resolve internal conflicts between members of a department or school center in the best interests of efficient operation.
- 5) When an employee is involuntarily assigned to a lower level position for a reason other than a reduction in force, job preference or as a result of a disciplinary action, the employee's hourly rate of pay shall remain the same provided the employee's rate of pay does not exceed the maximum rate of pay of the lower level position. In the event an employee is reinstated to his/her previous higher level position within a period of twelve (12) months, the employee's hourly pay will not be less than the hourly pay rate the employee received in the previous higher level position at the time the employee was involuntarily changed to the lower level position.

ARTICLE 28

REDUCTION IN FORCE

Section 1. Should circumstances dictate a reduction in force, the Board shall notify the Union prior to its final implementation and afford the Union the opportunity to suggest alternatives.

Section 2. When it is determined that a specific reduction in personnel or hours is necessary, the following procedures shall be applied:

- a) Employees shall be laid off in inverse order of their district seniority (Pinellas continuing experience) in the affected job classifications, except where the department or job requires specialized training, industry certification or specific technical skills. Documentation of these criteria will be required.
- b) Performance appraisals shall be considered only if there is documentation in the personnel record within the previous two years reflecting disciplinary action of a written reprimand or higher leading to (2) consecutive ratings of Needs Improvement or one rating of Unsatisfactory on the rated assessment form in any of the categories of Job Knowledge, Quality of Work or Quantity of Work.
- c) The decision of the administrator/supervisor shall be final. However, the Union may request consultation pursuant to Article 4 of this Agreement and, should the Union wish to challenge the termination of an employee pursuant to these procedures, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).

Section 3. Laid-off employees shall have recall rights for ninety (90) calendar days following termination or for the remainder of the school year in which the lay off occurred. If the Board shall determine to restore the number of employees (full-time equivalents), such position(s) shall first be

offered in inverse order of termination to qualified employee(s) that previously served in those positions. Employees recalled to the same position from which they were displaced shall not be required to serve a new probationary period and shall have their departmental seniority restored for all time spent in lay-off status. The Board reserves the right to invoke a new probationary period if return is to a different position than the one from which the employee was displaced.

Section 4. Notice of recall shall be addressed to the employee's last address appearing on the records of the school district. Recalled employees shall report to work within ten (10) calendar days from the date of receipt of the recall notice. In the event the recalled employee fails to return to work, he/she shall forfeit all rights to recall.

ARTICLE 29

GENERAL PROVISIONS

Section 1. Physical Examinations: Applicants for hire or rehire must pass a physical examination prescribed by the Board prior to starting work. Applicants may go to a doctor of their choosing. In such case, the Board's medical forms must be completed. Employees may be required to pass a physical re-examination at any time. If, during a physical examination or re-examination, a physician diagnoses a condition requiring medical treatment, the employee shall bear the cost of such treatment if it is required for continued employment. The Board, at its sole discretion, may discontinue or modify physical examinations at any time. The parties further agree to comply with all applicable regulations regarding mandatory drug and alcohol testing for those employees who drive School Board vehicles. Employees who are returning from lay-off, or when the District required a physical exam, shall have all medical bills paid by the District.

Section 2. Job Related Staff Development: The Board agrees to pay the required \$.27 per hour tuition costs for PALD classes successfully completed by employees when such classes are required by their immediate supervisor and are approved by the division head. Such classes shall be for specific job-related duties deemed essential for effective operations. Training or retraining opportunities pertaining to an employee's job shall be offered to senior employees first unless one of the following conditions exists:

- a. A junior employee requires a certification to perform the functions of the job description
- b. A junior employee is assigned a particular school, department, area or zone having equipment/technology requiring training to perform the functions of the job description
- c. The senior employee has previously received training on the subject or task within the past twelve (12) months.

Every effort shall be made to equally distribute training opportunities within a department or school.

Section 3. Bargaining unit employees may be required to punch time clocks or maintain time records and other paperwork as may be required.

Section 4. The term "days" in this Agreement shall mean calendar days unless otherwise specified.

Section 5. At the discretion of the administrator/supervisor, the Board may provide a substitute for an absent bargaining unit employee to ensure continuation of work and the efficient operation of the school system.

Section 6. Safety:

- a) The Board will provide safety equipment and devices for employees where it deems necessary. Safety measures recommended by a Site Safety Committee (school, cost center, service center, etc.), will be investigated by the responsible administrator/supervisor. Corrective action will be taken where deemed necessary and consistent with availability of funds. Employees who fail to use safety devices may be subject to disciplinary action. Employees who terminate shall return all safety devices.
- b) The Board agrees to Union involvement in the deliberation and decision-making process of established safety/maintenance committees. In this connection, two (2) Union members, designated by the Union shall serve on each committee which shall be designed to address issues of mutual concern in the area of general safety. The chairman of the committee will provide members with minutes of monthly meetings as well as recommendations made to the Associate Superintendent of Facilities and Operations, or designee. The Associate Superintendent of Facilities and Operations, or designee, may provide, upon request, updates to committee members of action taken, if any, on the recommendations of the committee. Union designated employees serving on the committees shall suffer no loss of pay or benefits while serving as a member of the committee.
- c) Employees shall not be required to work under unsafe or hazardous conditions. An employee shall be required to report, in writing, any unsafe conditions to the responsible administrator/supervisor for review and appropriate action. Emergency situations shall be reported immediately.

Section 7. Employee Records:

- a) Employees may examine their records provided that arrangements are made in advance and such right is exercised outside of the employee's working hours. Employee records shall constitute all personnel files or records maintained on the employee at the work site and in the district office. Employees shall be furnished with a copy of any written warning or reprimand which is placed in their records and shall have the right to have a written, signed statement placed in their file to answer any material they consider detrimental.
- b) Any documentation used during formal progressive discipline will be made available to the employee upon request or at the time of the disciplinary action in accordance with Florida law.
- c) Disciplinary action shall not be instituted based upon an anonymous complaint.
- d) Except for probationary employees newly hired in the district, the Board shall follow a system of progressive discipline that may include, but not be limited to, the use of:
 - (1) Verbal or written counseling or warnings;
 - (2) Written reprimands;
 - (3) Suspension without pay;
 - (4) Dismissal.

The severity of the problem or employee behavior will determine whether all steps will be followed or a recommendation will be made for suspension or dismissal. Probationary

employees may be terminated at any time during the established probationary period without cause.

- e) An employee's signature on any document that is to be placed in the personnel file shall indicate only that the employee has seen and understands the content of the document.
- f) Records dealing with the processing of grievances shall be considered public records but shall be maintained in a separate file from the employee's normal personnel file.

Section 8. Employees may wear unobtrusive insignias signifying Union membership consistent with safety and health.

Section 9. The Union may be involved in the planning and evaluation of supporting services staff development programs.

Section 10. In imposing any disciplinary measures on a current charge, the administrator/supervisor will not take into consideration any prior infractions of the School Board or department rules and regulations which occurred more than two (2) years previously unless such infractions establish a pattern or history of behavior that supports the current charge under investigation. Prior to a reprimand, an employee shall be granted permission to confer ~~briefly~~ with his/her steward, if requested, provided however, that operations are in no way delayed, curtailed or otherwise interfered with, such as school bus runs, meal serving, etc.

Section 11. The Union shall be furnished a list of bargaining unit personnel, provided that:

- a) The Union provides ten (10) working days advance written notice of such request.
- b) For each list requested, the Union provides advance payment of fifty dollars (\$50.00) or the written request indicates payment shall be deducted from the next membership dues check.
- c) All such requests are made through the human resources office.
- d) Lists are made using existing computer programs and procedures.

Section 12. Within thirty (30) days following ratification, the Board shall provide copies of this Agreement upon request to the Union. Furthermore, the Board shall provide each new employee access to this Agreement electronically.

Section 13. Unauthorized absence shall be defined as any absence which is not properly chargeable to accrued leave or which has not been approved under any of the other leave provisions provided for in this Agreement. Absence due to emergencies will be given full, fair, and equitable consideration.

The Board and the Union agree that absenteeism has a detrimental effect on the efficient operation of the school system. Therefore, five (5) consecutive workdays of unauthorized absence in any one pay period or ten (10) days of unauthorized absence within the most recent twelve-month period, shall constitute grounds for termination. Any employee who is absent for three (3) consecutive days and who fails to notify his/her supervisor of the reasons, except in extenuating circumstances beyond the control of the employee, may be terminated for abandonment of position.

Section 14. The Union shall have the right to use the intra-school "pony" mail for distribution of meeting notices. All such correspondence shall be addressed either to individual employees or to the Union Steward at the facility or work site. In utilizing the "pony" system, the Union agrees to comply with the following:

- a) The Union will not utilize the "pony" for distribution of material primarily oriented to the election of candidates for public offices.
- b) All notices of meetings will comply with the provisions of Article 8.
- c) If it is determined that "pony" mail requires postage subsequent to the ratification of this Agreement, the Union will indemnify and hold harmless the Board and its agents with respect to actions taken in compliance with this section.
- d) The Board shall reserve the right to terminate the Union's ability to utilize the "pony" system if it is misused or if the provisions of this section are not adhered to by the Union.

Section 15. The Board agrees to permit the Union's representative to review the personnel transaction log to investigate any concerns regarding personnel status changes. Access may be granted through scheduling an appointment with the personnel office designee.

Section 16. Official Use of Personal Automobile:

Employees who are required to utilize their personal automobiles for official business such as banking, running errands, etc., with advance approval of his/her administrator/supervisor, shall be compensated for mileage at the Board approved rate for the use of his/her automobile.

Section 17. Employee Facilities:

The Board agrees to provide access to adult restroom facilities where available. Access to dining facilities will be made available at the discretion of the responsible administrator/supervisor.

Section 18. School Board Agenda:

The Board will make available a copy of the official Board agenda and minutes to the Union via the internet.

Section 19. Participation in Meetings:

Whenever a unit employee is mutually scheduled to participate in negotiations or conferences during normal working hours, the employee shall suffer no loss in pay or benefits.

Section 20. The Superintendent or designee will notify the Union in writing as far in advance as possible whenever a major change is anticipated or proposed that would affect a staffing model which would substantially affect unit employees in this bargaining unit.

Section 21. Copies of departmental rules, regulations and policies shall be available to Union officials upon request. Any costs incurred for reproduction of the above material shall be paid by the Union. The Administration agrees to honor its duty to collectively bargain with the Union over the impact a proposed change in departmental policy may have with respect to wages, hours, and terms and conditions of employment affecting members of this bargaining unit as determined in F.S. 447.309(1).

Section 22. Each employee shall be responsible for notifying his/her immediate supervisor, as soon as possible, of any conviction on a misdemeanor or felony charge. Unit employees who regularly or incidentally operate Board vehicles or other automotive equipment on or off public roads shall, as soon as possible, notify their supervisor of any moving violation, forfeiture of bond or restriction, suspension or revocation of their driver's license. Failure to comply with any provision of this section shall be cause for immediate suspension without pay and recommendation for dismissal. Such suspension or dismissal shall be subject to the grievance procedure.

Section 23. The School Board of Pinellas County shall be designated as a "Smoke Free Work Environment" for all employees. Therefore, smoking shall be prohibited in all School Board facilities as well as the outside grounds surrounding such facilities. There shall be no exceptions to this provision.

Section 24. Upon written request from the Union, the Board will provide the Union with the names of unit employees placed on 5400 pending placement status. The Union will be responsible for paying reasonable costs associated with the production of these lists.

Section 25. Use of Cell Phones/Pagers: Employees may be in possession of a personal cell phone/pager. However, they must be in an inactive or monitoring status and may not be used for personal reasons during working hours except as provided herein. Personal cell phones may only be used during the employee's lunch time while on duty. In an emergency situation, an employee may be permitted to use his/her personal cell phone. Use of personal cell phone cameras during an employee's scheduled shift hours, including lunch and break times, is prohibited on school board property. Employees required to use a district-assigned cell phone/pager in the performance of their duties may elect to purchase a private line (if provided by the vendor) for their personal use. However, all of the above guidelines shall apply to the use of the personal cell phone. Pinellas County assumes no responsibility for loss, damage or theft of personal cell phones/pagers. The district is responsible for the replacement of lost/stolen/damaged district-owned cell phones/pagers except in the event of an employee's negligence.

Section 26. The parties agree to create a committee that will explore employee recognition activities to assist in improving morale.

ARTICLE 30

DEPARTMENTAL OPERATIONS

The parties to this Agreement mutually agree to the establishment of Departmental Seniority. Departmental seniority shall be defined as the number of years of continuous Pinellas County service in a specific department in a job classification covered by this bargaining unit. Departmental seniority shall be determined based on the most recent "current position" date of hire or rehire into the department. Departmental seniority shall be used in making the following decisions relative to the provisions of this Agreement:

- 1) Assignment of buses and bus routes.
- 2) Assignment to odd shift assignments.
- 3) Approval of vacation requests.
- 4) Promotions pursuant to the provisions of Article 13.
- 5) Assignment of additional hours to part time employees.
- 6) Assignment to emergency call back.
- 7) ~~Lay-off and recall.~~
- 8) Training and/or retraining opportunities.

Section 1. FOOD SERVICE

- a) Food service bargaining unit employees may utilize the transfer request and promotional procedures as set forth in Article 25, Job Posting and Bidding, Article 26, Promotion and Article 27, Transfer, of this Agreement.
- b) Eligible food service employees shall be granted a meal at no cost scheduled during an unpaid thirty (30) minute period before or after student serving hours. This shall be part of the scheduled workday and shall not be used to offset late arrival or early departure. Scheduling will be arranged within each school center to ensure that time will not be added for an unpaid thirty (30) minute period following completion of their normal hours of work.
- c) Food preparation, serving and cleanup not directly connected with school programs shall be paid at the applicable rate.
- d) When it is not possible to secure a substitute, the food service manager may require personnel to work additional hours if he/she deems it necessary. Such additional time, if any, shall be paid at the appropriate rate.
- e) Food service bargaining unit employees who express an interest in training programs, internship programs and similar promotional opportunities shall be considered along with other qualified personnel.
- f) The Board will endeavor to increase the hours of employees within a work station when adequately supported by increased paid cafeteria participation.
- g) Transfers and change of job classification among school locations shall be processed in accordance with the rules set forth in the salary plan approved by the Board.

- h) Employees who work six (6) hours or more shall receive a fifteen (15) minute paid rest period during their regular shift.
- i) Regular part-time food service workers shall be granted a ten (10) minute paid rest period at a time approved by the manager during their regular shift.
- j) It shall be the exclusive right of management to establish and post in each food service facility a daily work schedule for its employees. Such schedules may be altered only by the food service manager and shall not be subject to the grievance provisions of this Agreement. The work schedule shall be posted at each food service facility at the beginning of each year. Management shall make a good faith effort to divide tasks equally among qualified food service employees. The food service work schedule shall include, but not be limited to, the following information:
 - 1) Employee's name
 - 2) Duty hours
 - 3) Job classification
 - 4) Assignments in the area of:
 - (a) preparation
 - (b) serving
 - (c) clean-up
 - (1) daily
 - (2) weekly
- k) Food service workers shall be advised of their employment status at the time of hiring by the manager and shall sign the status form.
- l) Unless additional personnel are required to meet the needs of the program, employees shall be given first opportunity to have additional hours assigned to their hours of work, as they become available during the school year. Additional hours shall be assigned to qualified employees with the most seniority, with the classification, on a rotating basis, with the most senior employee receiving the first additional time. Additional hours will be assigned in accordance with the Board approved staffing model.
- m) Food service workers shall not be required to use insecticides in the performance of their duties.
- n) Food service workers shall report all unsafe, faulty, or unhealthful working conditions on the Safety Report Form provided by the employer. The form is to be submitted to the manager and a copy to the administrator. The employee submitting the form will be advised within ten (10) working days of the action taken to correct the reported condition.
- o) The responsible food service manager shall contact employees on a timely basis in the event a reduction in hours of work or total staff becomes necessary. In this connection, such reductions shall be considered a function of the normal staffing model. The Union may request consultation under the provisions of Article 4.

- p) Promotional vacancies in this department shall be filled in accordance with the terms outlined in Article 26, Promotion.
- q) Food service workers, within a facility, shall be given the opportunity to bid on the job they desire to work for the school year and will be considered for that position if, in the opinion of the manager, they are qualified and capable of performing the duties and responsibilities of the position. Selection shall be on the basis of qualifications, appraisals and experience with the most senior qualified employee having first consideration. After the foregoing process has been accomplished and vacancies still remain, other qualified food service workers within the school system shall be considered who have a transfer request form on file and indicate a desire to transfer to the facility where the vacancy exists. All other promotional vacancies in this bargaining unit shall be filled under applicable terms of this Agreement.
- r) All food service employees shall be required to work their normal work schedule on all duty days established in the annual personnel calendar adopted by the Board. On days when students are not in attendance, activities shall be determined by the director of food service or the food service manager of each school center. Food service workers may be excused on in-service/staff development days only by approval of the manager through request for appropriate leave of absence specified in this Agreement.
- s) **Personal Health And Hygiene**
In the interest of public health, all food service employees shall comply with all directives and departmental regulations formulated by the Director of Food Service in compliance with state and federal regulations, Board policies and procedures, and departmental guidelines for the safe and efficient operation of the food service program. Where a question arises with respect to the purpose or intent of a specific directive, employees may request a consultation regarding the issue.
- t) Unless additional time is refused by regular employees, the Food Service Manager shall not assign hours of work to a substitute employee(s) which would result in more hours of work per week to that employee(s) than the least number of hours assigned to be worked in that facility by a regular food service worker.
- u) Should the Board elect to discontinue the food service program within the district and contract out all food service functions, the Union will be provided an opportunity to discuss the impact of such a decision on employees affected within this unit as early as practicable, but in no case less than sixty (60) days prior to the discontinuance of the program.
- v) The parties mutually agree to the continuation of a uniform policy in the food service department consistent with procedures established by the department. Uniforms will consist of five shirts assigned during the initial year that will be replaced as necessary based on normal wear and tear.

Section 2. PLANT OPERATIONS

- a. Promotional vacancies in plant operations shall be posted when the administrator/supervisor determines that such openings will not be filled by promotion from within the school or cost center.
- b. Staffing for all school facilities shall be in compliance with the approved staffing model under the direction of Management. Any modification of staffing patterns must be approved by the Superintendent. Issues of concern to the Union may be raised through the provisions outlined in Article 4 of this agreement.
- c. Employees may be required to attend in-service and staff development activities or to return when extenuating circumstances prevail which may necessitate doubling back to work on the next day prior to their regularly assigned hours. Under such circumstances, the employees will receive the normal shift differential for their regularly assigned shift for all hours worked prior to their normal starting time. This provision shall not apply to periods when plant operations personnel are normally moved to daytime assignments when students are not in attendance.
- d. Employees shall report all unsafe and/or faulty equipment using the Safety Report Form provided by the employer. The form will then be submitted to the administrator/supervisor with a copy to the department head.
- e. Copies of promotional vacancies shall be delivered to designated officers of the Union by pony mail delivery upon request.
- f. Upon prior written notification to the administrator/supervisor or designee, full-time regular plant operators may be permitted to leave campus during their non-paid lunch/dinner period. Failure to return to duty on time may result in disciplinary action including the employee's termination.
- g. In the event of a manpower shortage or emergency situation at any work facility, employees may be required to work overtime to complete the scheduled work. Affected employees shall receive overtime for all hours additional worked.
- h. A temporary promotion shall be granted to Head Plant Operators and Night Foremen whose schools have been assigned sufficient relocatable hours to increase their staff to the next highest level on the plant operations staffing model. Such temporary promotions shall be effective only for the period of time that the relocatable hours are assigned to the school. The 90 day limit on temporary promotions (Article 26, Section f.) shall not apply in this instance.
- i. On each Friday that employee works, he/she shall have the option of wearing a uniform shirt, Pinellas County School shirt, or a SEIU/FPSU Union shirt. However employees must wear identification at all times that will clearly identify them as School Board employees.
- j. The parties agree that the Union has the right to appoint 50% of the members of the HPO Advisory Team.

Section 3. TRANSPORTATION

a) ROUTE BIDDING

- 1) All runs shall be posted prior to the opening of school and shall be filled on the following basis:
 - a) Years of service within the Transportation Department (years of service from other departments shall not be considered).
 - b) Driver's performance records.
- 2) Routes will be frozen during the two-week FEFP survey periods conducted in the fall and winter of each school year. Any route that opens during this time period shall be assigned to either a new driver completing training or a relief driver. Assigned drivers shall be apprised of the fact that such assignments are temporary and will be bid.

Once runs are formally assigned by the Director of Transportation prior to the opening of school, such assignments shall be final and shall not be altered except by determination of the director.

If a driver's route hours are reduced as a result of such determination, the driver shall suffer no reduction in her/his paid hours so long as the driver is willing to be on "stand by" for a period equal to the hours of the reduction. Any driver unwilling to be on "stand by" and fulfill assignments given her/him by dispatch shall have her/his hours reduced. Full time School Bus Drivers shall have a guarantee of six (6) hours per day for the basic work week from Monday through Friday.

Once routes are formally assigned prior to the opening of school, open routes shall be posted for five (5) full workdays in the compound to which they are assigned and shall be awarded on the basis of driver seniority.

In addition to a driver's initial bid for work each year, whether that is prior to school opening or during the school year, each driver is entitled to two (2) successful bids to improve her/his daily hours or quality of the route she/he drives.

3) ASSIGNMENT OF BUSES: To ensure that buses are bided based on student needs, the assignment of buses to groups of routes will be based on the following criteria:

- a) Exceptional Student Education (ESE) students with Individual Educational Plans (IEP)
- b) Students with special medical needs designated in a medical accommodation plan (PCS Form 3-2650)
- c) Designation as a pre-kindergarten ESE student
- d) Students qualifying for Teen Parent transportation
- e) Florida Statute, Title XXIII, Chapter 316.6145 school buses, safety belts or other restraint systems required (to ensure compliance with state statute, assignment will be based on total time elementary students spend on a route thereby giving the elementary students on buses for longer periods a higher priority.

The vehicle maintenance department will group routes based on the criteria listed above. Once the routes and buses are matched, drivers will undertake a bid process based on seniority and available buses to select the desired bus for their selected route.

- b) Drivers wishing to participate in summer session, extracurricular trips, relief driving, or other authorized overtime shall indicate their desire in writing to the Director of Transportation, who will then make such assignments based on seniority.
 - 1) If a driver accepts a trip and then refuses the trip with 72 hours or less notice, the trip is a refusal and the driver will be charged the hours. After two (2) refusals the Director or representative can take the driver off of the trip list.
 - 2) Any driver so removed who desires to be reinstated to the extra trip list may submit a written request to the Director of Transportation for consideration.
- c) All trips not a part of the daily scheduled bus runs within each compound shall be made on a rotating basis with the most senior driver being given the first trip and the next most senior driver being offered the next trip and so on until all drivers have been offered extra trips. The number of hours per trip shall be equalized as far as possible on a monthly basis by increasing or decreasing the number of trips assigned to drivers.
- d) Information relevant to assignments of drivers for authorized overtime shall be kept by Field Supervisor and shall be made available to Union representatives upon request. Such information shall include, but not be limited to, date of assignment, driver's name, and number of hours involved.
- e) Compensation for all overtime assignments shall be paid in accordance with Article 15 of this Agreement.
- f) It shall be the responsibility of each driver to maintain control of the students assigned to his/her bus. Major disciplinary matters shall be referred to the office of the administrator/supervisor or assistant of the school that the student(s) are assigned to, utilizing the standard Student Conduct Report forms. The administrator/supervisor or assistant must reply to the Student Conduct Report, even if no action is to be taken. There shall be no limit to the number of Student Conduct Report forms a driver may write within a school year.
- g) Transportation department management will continue the past practice of arranging hearings to resolve problems among drivers, students, administrators/supervisors, school staffs, and parents.
- h) Drivers may submit written requests to decline voluntary overtime. Such requests must be dated and signed and may be cancelled by a similar written request.
- i) Drivers who accept summer trip assignments, shall be paid in addition for the trip, 45 minutes Compound Time for any trip exceeding four (4) hours. This will include fueling the bus. Management shall make every effort to equalize the distribution of trip drivers.
- j) Whenever an unscheduled closing of school(s) occurs, affected drivers shall be paid under the provisions of Article 13 of this Agreement.

- k) School bus drivers who are specifically assigned to work on scheduled in-service days shall be compensated at their regular rate for all hours worked.
- l) School bus drivers shall wear outer garments and footwear which are consistent with safety and are appropriate for student contact.
- m) Management will make every reasonable effort to equalize the distribution of student bus loads. Routes required to transport additional students as a result of the absence of another driver will be assigned by management on an equitable basis. Should a driver consider the assignment to be unsafe or to endanger the safety and welfare of the students, he/she shall immediately notify the director of transportation for additional assistance.
- n) School bus drivers must attend a preschool workshop and will receive their, regular rate of pay for the number of hours authorized by the department for each day of the workshop. Allowable absences are considered to be funeral in family, court duty, illness verified by doctor's letter and military leave.
- o) During paid layovers, drivers shall maintain cleanliness of buses, drive approved field trips, and perform other related work as assigned by their supervisors. Bus drivers who are assigned to overnight field trips will be reimbursed for meal and lodging expense according to Board policy and procedure. In this connection, paid time on field trips will cease when passengers leave the bus at the destination. Paid time will re-commence when passengers enter the bus for the return trip.
- p) Bus drivers who accept summer school assignments shall receive the Fourth of July as a designated paid holiday. In order to qualify for holiday pay under this subsection, a driver must meet the established criteria as specified in Article 16 of this Agreement.
- q) As a part of the routine daily run, each bus driver shall be required to make a pre-trip inspection of his/her bus and to report any defect affecting safety or economy immediately to appropriate transportation personnel.
 - 1. Compound Time/Administrative time:
 - a) Drivers assigned a regular bus(no lap belts or wheelchair lift) - 40 minutes a day.
 - b) Drivers assigned a regular bus with lap belts or a wheelchair lift) - 45 minutes a day.
 - c) Drivers assigned a bus that has both a wheelchair lift and lap belts – 50 minutes a day.
 - d) Bus Drivers are ~~only~~ required to sweep their bus and empty their trash twice a day.
 - e) Drivers check-in and check-out (a.m. and p.m.)
 - f) Pre-trip inspection of bus (before departure in morning)
 - g) Post-trip inspection of bus(at end of morning & afternoon runs)
 - h) Non-driving activities to include:
 - 1. Preparation of reports.
 - 2. Meetings with & phone calls to/from transportation staff, etc. (dispatchers/supervisors/administrators) not to exceed 15 minutes duration, per issue.
 - i) Drivers will be paid for fueling of their buses if there is not sufficient time between schools.

- r) Upon request by Union officers, the Director of Transportation shall provide a list of all bus drivers, at each compound by seniority at the beginning of the school year. Such listing will include only the driver's name and the number of years' experience in Pinellas County.
- s) Drivers' check stubs shall include the number of hours worked and other pertinent information currently shown on the payroll check stub.
- t) Any vacancy occurring during the school year shall be filled by the most senior driver assigned to the compound at which the vacancy occurs and who desires the vacant run. Vacant runs shall be posted within five (5) working days from the date the run became vacant and remained posted for five (5) working days.
Relief driving, exceptional student runs, etc., shall be posted in a conspicuous location and shall remain posted for a period of not less than five (5) working days and will be filled as set forth in Section 1 above. A copy of the posting shall be furnished to the shop steward in the compound where the vacancy occurs. Any driver wishing to apply for a vacant run shall be afforded the opportunity to review the vacant run schedule.
- u) Buses shall be maintained in conditions meeting required safety standards. No driver will be required to take a bus on the road which is unsafe and/or does not meet the minimum safety requirements.
- v) No substitute driver will be assigned a run that results in more hours work per week (including extra work) than the least number of hours being worked per week by any regular bus driver in their respective compound.
- w) All bus drivers and unit employees required to drive School Board owned vehicles shall be subject to the mandatory drug and alcohol testing provisions prescribed by law.
- x) The parties agree to comply with the provisions of the Safe Driver Plan pursuant to School Board Policy.
- y) **Bus Driver Uniforms:** School bus drivers in the transportation department will be required to wear uniforms. The district will provide uniforms for each new employee that will consist of five (5) shirts and one (1) jacket.

Each year, returning drivers will receive a credit equal to the value of three (3) additional shirts. The Transportation Department will maintain a list of other approved accessory items (e.g. jackets, hats, belts, etc.) that may be purchased in lieu of the three (3) additional shirts. If a driver decides to purchase items off the approved list in lieu of the additional shirts, the amount of that purchase cannot exceed an amount equivalent to the value of the additional replacement shirts for that year.

The Pinellas County School Board logo shall be placed on shirts and other appropriate approved accessory items (e.g. jackets, hats). It shall be the responsibility of each school bus driver to wear a complete, clean uniform. Employees not wearing an appropriate uniform, including a departmentally issued identification badge, shall be subject to

disciplinary action. On each Friday that a Driver works, he/she shall have the option of wearing either a uniform shirt, Pinellas County School shirt, or a SEIU/FPSU Union shirt or a SEIU/FPSU Union Shirt. However, drivers must wear identification at all times that will clearly identify them as School Board employees if they are not wearing a uniform.

- z. Only transportation and vehicle maintenance employees may operate Pinellas County School buses before, during or after school, for the course of the calendar or school year, to transport students.

Section 4. Vehicle Maintenance

- z) All Journeyman Automotive Mechanics shall furnish their own set of hand tools sufficient to perform their assigned duties. All existing hand tools shall be considered "shop tools" and will be available only on a check-out/check-in basis. Such tools shall not be made available to employees for purchase. The Board agrees to provide a tool replacement allowance for all such mechanics in the amount of forty dollars (\$40) per month. However, new hires shall not be required to possess any hand tool that does not appear on the district list for auto diesel mechanic journeyman positions.

The director of transportation, or his/her designee, has the right to periodically inspect all journeyman automotive mechanics' toolboxes to assure that the tool allowance given to each mechanic is used to upgrade and meet the inventory of tools required of each journeyman mechanic. Receipts of tool purchases must be kept and shown to the director of transportation, or designee, upon request.

Vehicle maintenance employees will be required to wear uniforms. The district will provide uniforms that consist of:

1. 5/11 sets per employee
2. One (1) jacket
3. A shoe allowance of \$80 per year for ANSI/ASTM-approved footwear consistent with the type of work performed by the employee. Management reserves the right to require an employee to reveal the certification emblem on footwear, upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn out shoes that meet the above-referenced certification in an amount not to exceed eighty (\$80) dollars.
4. On each Friday that a driver employee works, he/she shall have the option of wearing either a uniform shirt, Pinellas County Schools shirt, or a SEIU/FPSU Union shirt. However, employee must wear identification at all times that will clearly identify them as School Board employees if they are not wearing a uniform.

Section 5. MAINTENANCE/WAREHOUSE

- a) Notification of available overtime shall be made in advance as follows:
 - 1) Daily overtime - the end of the scheduled workday preceding the day of assignment whenever possible.

- 2) Weekend overtime - noon on Thursday
- 3) Emergency - notify as soon as possible

It shall be the responsibility of Management to assign appropriate personnel consistent with materials to be handled and the availability of personnel at the receiving site. When a question arises concerning the capability of employees to safely unload specific materials, the employees shall contact their immediate supervisor.

- c) Employees in the maintenance department shall be required to wear uniforms. The district will provide uniforms, including five shirts, five pants, five shorts, one sweatshirt, one jacket, one hat and a shoe allowance of \$80 per year for ANSI-approved footwear consistent with the type of work performed by the employee. Management reserves the right to require an employee to reveal the certification emblem on footwear upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn out uniform items on a one-for-one exchange basis including shoes up to \$80. The Pinellas County School District logo shall be placed on shirts, jackets, sweatshirts and hats. It shall be the responsibility of each maintenance employee to wear the complete uniform issued. Employees not wearing the appropriate uniform shall be subject to disciplinary action. On each Friday that a driver employee works, he/she shall have the option of wearing either a uniform shirt, or a SEIU/FPSU Union shirt. However, employee must wear identification at all times that will clearly identify them as School Board employees if they are not wearing a uniform.

It is not the intention of the Pinellas County School Board to have supervisors or managerial employees routinely performing bargaining unit work. Bargaining unit work will not be assigned to the aforementioned employees except for the following:

- 1) Emergency situations where regular employees are not immediately available for assignment and where the assignment would not extend beyond a reasonable period of time.
- 2) Training, instruction, testing or demonstration of current or new work projects, systems or equipment.

None of the aforementioned acts shall be used to deprive an employee from working his normal weekly schedule.

Maintenance employees shall be allowed to request consideration of a transfer to change zone assignment through their immediate supervisor. Transfer shall not be denied for arbitrary reasons. Management shall make zone assignments in the best interest of efficiency of operations.

ARTICLE 31

INSURANCE BENEFITS

Section 1. Benefit Program

The Board agrees to provide a comprehensive benefits program to include but not limited to health, dental, life, vision, accidental death and dismemberment and income protection insurance. Health Care

Reimbursement and Dependent Day Care Reimbursement Accounts are also provided. The amount of board contribution and employee deductions will be determined annually through the bargaining process. For 2008-09, the Board will pay 80% of the health insurance increase for 2009 and will continue to pay approximately 80% of the health insurance premium. Individual amounts will vary based on the plan selected.

Section 2. Section 125 Cafeteria Plan - The Board agrees to provide a Cafeteria Plan with a premium conversion option, which enables employees to pay their portion of most insurance premiums on a pre-tax basis. Enrollment in the Flex Plan is automatic for eligible employees and participation continues from year to year, unless the risk management and insurance department is notified by the employee in writing to cancel participation. The cancellation request must be received by the department within thirty (30) days of a qualifying life event or during the annual open enrollment period.

Premium payments for insurance coverage are deducted from the employee's gross salary before taxes are taken. Because FLEX is considered by IRS as a salary reduction plan elections may only be made annually. Employees may not change their election during the calendar year unless a change in family status occurs. The IRS defines a change in family status as: marriage, death, divorce, birth, adoption, loss or gain of spouse or dependent's employment, loss of plan eligibility, change of residence or work, entitlement to Medicare or Medicaid, or a judgment decree or court order requiring coverage of dependents. Regulations for salary reduction are independent from insurance carrier provisions for change in coverage.

Section 3. Eligibility - Regular employees who work at least thirty (30) hours per week, job-share employees and employees who work two part time regular jobs totaling more than 30 hours per week are eligible for benefits.

Section 4. Enrollment

Initial Enrollment: Enrollment and change forms are due in the risk management and insurance department within thirty (30) calendar days of hire or change of eligibility status. Coverage becomes effective the first day of the month following 60 days of employment or change of eligibility status.

Open Enrollment: The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage. If no action is taken by the employee to change coverage, previous coverage will continue for the next calendar year.

Section 5. Changes in Coverage - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed Enrollment & Change Form and supporting documentation must be received by Risk Management within 30 days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.

Section 6. - Termination of Coverage - Insurance coverage ends the last day of the month in which an employee no longer meets eligibility requirements, retires, terminates employment or fails to pay the required premiums when due.

Section 7. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one times annual salary rounded up to the next one thousand dollars with a minimum amount of \$15,000.

Section 8. Board Contribution - Recognizing the importance of stabilizing the health insurance rates and expanding the number of persons participating in the group health insurance programs, the parties agree to continue a plan of variable Board contributions and to minimize the adverse impact of annual health insurance premium increases.

The Board contributes toward the cost of employee benefits each pay period August through May when a Board issued paycheck is received (not to exceed twenty (20) contributions per calendar year) In any period during which a paycheck is not earned, the employee will owe both the Board contribution amount and normal insurance deductions. Board contribution amounts vary and are negotiated annually.

When an employee chooses health insurance coverage, the Board contribution amount is automatically credited toward the per-pay-period health insurance premium.

No Health Option: If an employee does not select health insurance coverage, the employee may apply the predetermined “No-health Board contribution” toward the purchase of certain supplemental insurance benefits. The parties agree to provide benefits eligible employees who do not elect health insurance up to \$ 75.00 a pay period in flex credits to be used to purchase supplemental benefits including Dental, Vision, AD & D, Short Term and Long Term Disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of board provided flex credits elections into the HCRA may not exceed \$25 a pay period and the minimum election amount may not be less than \$5.00.

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the district’s administrative procedures governing its Flex plan. The maximum amount that the district will continue annually to the HCRA is \$500. Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of \$5.00 per pay has been established.

Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option. Eligible married Board employees, who do not have additional dependents, must choose separate single plans.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option. Eligible married Board employees, who do not have additional dependents, must choose separate single plans.

Section 9. Insurance Deductions - Premiums for insurance plans are due in advance; therefore deductions begin the month before the insurance effective date. Deductions are taken over 20 pay periods with no scheduled deductions taken in the summer. In the event that an employee's coverage in any insurance plan is effective after January 1 or if a change in coverage occurs due to a change in family status, the employee's payroll deduction will be adjusted to insure that adequate premiums have been collected.

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk

Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary.

Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides, which are distributed each year during Pinellas County Schools' annual open enrollment.

Section 10. Waiver of Health Insurance Premium

An employee on an approved leave of absence who cannot work because of total disability and has used all available sick leave and vacation time may apply for waiver of his/her health insurance premium. Employees must apply for the waiver within thirty (30) days of the date of eligibility notification from the risk management and insurance department. Waiver of premium (total cost of health insurance) will begin 90 days from the beginning of his/her disability and after exhaustion of FMLA, whichever is later, and will be considered while on an approved leave through Personnel. Waiver of premium documentation must be submitted at least every six months or upon request. Failure to provide this documentation will result in cancellation of the waiver of premium option.

Section 11. Payment of Insurance While on Leave - While on an approved, non-FMLA, unpaid leave of absence, employees are required to pay the entire cost of all insurance plans, including Board paid life insurance in order for coverage to continue. Payment must be received by the risk management and insurance department by the first of each month. Insurance coverage will be canceled for nonpayment if full payment is not received by the due date. When an employee is on an approved Family Medical Leave (FMLA), the employee is responsible only for payment of the portion of premium(s) the employee normally pays. Nonpayment of premiums will result in cancellation of coverage.

Section 12. Payment of Insurance While Suspended Without Pay - While on suspension without pay, an employee is considered to be on unpaid leave of absence. As such, the employee is entitled to maintain insurance coverage by paying the total cost of insurance. If the employee elects to continue insurance and is reinstated, the employee will be refunded the Board contribution paid during the period of suspension. If the employee elects to continue insurance and is not reinstated, the insurance will terminate the last day of the month in which the employee is dismissed. If the employee chooses not to continue insurance and is reinstated, insurance will be reinstated the first of the month following the date of the final order and the employee will be responsible for any regular employee contribution.

Section 13. Retiree Insurance - An employee who retires with six or more years of service and elects to receive a state retirement check or retirees under the FRS investment plan with 30 or more years of service may participate in the retiree insurance program. Benefit election must be made within thirty (30) days of the effective date of retirement. Employees who do not enroll at retirement shall be ineligible for future participation in the Board retiree insurance program.

Retirees may only continue the health insurance in effect at the time of retirement. Basic board provided life insurance benefits may be continued or decreased but may not be increased. Life insurance benefits are subject to age reduction formulas as determined by the carrier. Retirees may also maintain dental coverage only as allowed by the provider and may also maintain coverage in the vision plan. Accidental death and dismemberment and Optional term life insurance benefits may be continued as an individual contract subject to insurance company procedures. Income protection coverage ends upon retirement.

Retirees may make changes in coverage due to a change in family status in accordance with carrier guidelines.

Section 14. Employee Assistance Program - The Board provides an Employee Assistance Plan (EAP) to all part and full-time employees, retirees, and family members living with an employee or retiree. Employees, retirees and family members may utilize the EAP even if they are not enrolled in the Board health plan. Participation in the EAP is voluntary and all records and discussions with the EAP are confidential.

Section 15. Voluntary Retirement Programs - Pinellas County Schools provides eligible employees an optional 403(b) and 457 deferred compensation programs. The Board is not responsible for the actions of nor recommends any company or investment product. Contributions must be made through payroll deduction and therefore are considered a salary reduction. Change requests must be in writing on the appropriate form to the attention of Risk Management & Insurance.

Section 16. Workers' Compensation - The Board provides Workers' Compensation benefits pursuant to Florida Statute, Chapter 440. Workers' Compensation indemnity benefits paid in combination with an employee's sick leave or vacation time shall not exceed the employee's bi-weekly salary. Whenever possible the Board will provide for up to 90 days, light or modified duty for any employee returning to work after a job-related injury. Reasonable accommodations will be made in accordance with restrictions of the authorized treating physician. The employee is required to report for work on the day indicated by the authorized treating physician.

Section 17. Employee Benefit Guidelines - All other provisions regulating group benefits shall be governed by the policies and procedures of the Risk Management Department, insurance contracts, and this Agreement.

Section 18. Dental Coverage – The Board will contribute towards the cost of optional dental coverage. The annual amount will be determined through the bargaining process.

Section 19. Vision Coverage – The Board agrees to provide vision insurance at no cost to all employees and their dependents enrolled in the district sponsored health plan. Employees not enrolled in health may elect optional vision coverage.

ARTICLE 32

DRUG FREE WORK PLACE DRUG TESTING

The purpose of this article is to support the goal of a drug free work place. It is understood that the following provisions are part of a larger body of rules and regulations that govern drug testing.

Title 49 CFR Part 40 requires all employees of the district as of January 1, 1995, who are required to hold a commercial driver's license (CDL) as a condition of employment and who perform safety sensitive functions shall be subject to drug urinalysis testing and breath alcohol testing via sample collection through analysis and verification of test results as promulgated by 49 CFR Part 40.

Covered employees who operate vehicles in the following safety-sensitive categories are required to be tested: (a) The vehicle has a gross weight rating or gross combination weight rating of 26,001 or more pounds; or (b) The vehicle is designed to transport more than 15 persons, including the driver; or (c) The vehicle is used in the transportation of hazardous materials in quantities requiring placarding under the regulations issued by the secretary under the Hazardous Materials Transportation Act.

Section 1. Pre-employment Pre-assignment Testing. Any applicant or current employee selected for a position must test drug-free before being assigned to work in such a position.

Section 2. Reasonable Suspicion Testing. When a covered employee's conduct or appearance is directly observed as indicative of being under the influence of a drug or alcohol during on-duty time.

Section 3. Post-Accident Testing. As soon as practicable following an accident, a driver (unless deceased) shall be tested for alcohol or controlled substances when any person involved in the accident has been fatally injured or the covered employee received a citation for a moving traffic violation arising from the accident. Testing will be conducted not later than thirty-two (32) hours after the accident for drugs and not later than eight (8) hours after the accident for alcohol. For the purpose of this rule an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene or a vehicle is required to be towed from the scene.

Section 4. Random Testing. Drug testing must be conducted unannounced based on a random selection and must be equal to or exceed fifty percent of the total number of covered employees each year. Alcohol testing must be conducted unannounced based on a random selection and must be equal to or exceed twenty-five percent of the total number of covered employees each year. Such testing shall be during on-duty time.

Section 5. Follow-up Testing. As part of or as a follow-up to counseling or rehabilitation, the covered employee who has self-reported prior to notification of required testing is subject to unannounced follow-up drug or alcohol testing. The covered employee shall be subject to a minimum of six (6) follow-up drug or alcohol tests in the first twelve (12) months.

Section 6. Drug Testing Procedures

Administrative Relief - If a covered employee believes his or her position has been wrongly designated as a Testing Designated Position, that covered employee may file an administrative appeal to the assistant superintendent for human resources who has the authority to remove the employee from the Testing Designated Position list. The appeal must be submitted by the employee, in writing, to the assistant superintendent for human resources within fifteen (15) days of notification, setting forth all relevant information. The assistant superintendent for human resources shall review the appeal based on the criteria applied in designating the employee's position as a Testing Designated Position. The assistant superintendent for human resources' decision shall be final and is not subject to further administrative review.

Section 7. Finding of Drug Use and Disciplinary Consequences

- a. Disciplinary action up to and including termination may be instituted against covered employees who have violated the standards of conduct cited in this article. Nothing herein will preclude the board from seeking prosecution for violation of this article and the school board policy where the board deems appropriate.

- b. A covered employee who receives a positive drug test result or an alcohol test result (.04 or greater concentration) from a required random, reasonable suspicion, post accident or follow-up test during on-duty time will be immediately suspended and recommended for dismissal. An employee who refuses to submit to a required alcohol or controlled substance test will be immediately suspended and recommended for dismissal. The employee will be provided with the names of a qualified substance abuse professional (SAP) and resources available from which the employee may choose to seek assistance. Refusal to submit to an alcohol or controlled substance test is defined as (1) failing to provide adequate breath for testing without a valid medical explanation after the driver has received notice of the requirement for breath testing; (2) failing to provide adequate urine for controlled substance testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or (3) the driver engaged in conduct that clearly obstructs the testing process.
- c. An offer of employment will be withdrawn for any individual who receives a positive drug test result or who receives a result showing an alcohol concentration of .02 or greater on a required pre-employment test.
- d. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required random, reasonable suspicion or follow-up alcohol test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline.
- e. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required post accident test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline. Any covered employee who is cited and found guilty of a violation as a result of involvement in an accident will also receive a letter of reprimand. Disciplinary action for subsequent incidents will be taken in accordance with the district's policy of progressive discipline.
- f. A covered employee who is convicted of driving under the influence (DUI) or any drug related offense will be recommended for dismissal. Conviction is defined as a finding of guilt, a plea of nolo contendere or entering a pre-trial intervention (PTI) program, whether or not there is a formal adjudication of guilt.

Section 8. All drug testing results will be reviewed by a qualified medical review officer (MRO). The MRO will verify and validate the test results and determine whether each tested individual has passed the drug screen.

An MRO is defined as a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and any other relevant biomedical information.

Section 9. Any employee who questions the positive results of a required drug test may request that the split sample test be conducted by an authorized lab facility different from the initial testing facility within seventy-two (72) hours of the results of the first test. This second testing will be at the expense of the employee. If the test results of the split sample are negative, the drug test will be considered negative and

the employee will be reimbursed for the cost of the split sample testing. No disciplinary action will be taken for negative test results.

Section 10. When an employee requests Union assistance, the Board agrees to make a reasonable effort when possible to contact a Union officer following the chain of command designated on the Union organizational chart. However, in no instance will the Board delay the substance test for more than one-half hour, while attempting to contact a Union Official.

Section 11. Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person.

Section 12. The district is required to implement a drug testing program in which all affected covered employees are eligible for unannounced testing throughout the year in an objective, random selection process. Covered employees to be tested will be chosen in a lottery from all names in the pool. Every eligible covered employee will remain in the pool throughout the process. A covered employee may continue to drive while awaiting the results of a random test.

Section 13. In the event of invalidation of this article, or section of this article, both the Board and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 33

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

The parties affirm that after the exercise of that right and opportunity, this Agreement represents the complete and final understanding and agreement on all bargainable issues. Further, the parties agree that during the term of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not referred to or covered in this Agreement.

Upon completion of negotiations of this labor agreement, the parties shall conduct training classes with their constituents to review changes in the current contract or shall otherwise provide timely information regarding the changes to keep employees informed.

ARTICLE 34

SEVERABILITY

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; or (b) is rendered invalid by reason of subsequently enacted legislation; or (c) shall have the effect of a loss to the School Board of Pinellas County, Florida, of funds, property or services made available through federal law; or (d) pursuant to Florida Statutes 447.309 (3) can take effect only upon the amendment of a law, rule, or regulation and the government body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. In the event that the courts set aside the election in 8H-RC-744-2004, this Agreement shall be invalid in its entirety.

ARTICLE 35

DURATION

Section 1. Contingent upon ratification, this Agreement shall take effect July 1, 2008, and shall remain in effect until June 30, 2011 subject to the Union's right to negotiate a successor Agreement. It is specifically understood and agreed that should the parties to this Agreement fail to reach agreement on a successor Agreement prior to June 30, 2008, the terms and conditions provided for herein shall remain "status quo" until such time as a successor Agreement is implemented.

Section 2. On or about April 1, 2009 and April 1, 2010, the Union shall notify the Superintendent of Schools or his designee in writing of its intention to reopen negotiations. Negotiations shall be limited to Article 13, Salaries, Article 29, General Provisions, Article 30, Departmental Operations and Article 31, Insurance Benefits and such other articles as are mutually agreed upon. The entire Agreement shall be subject to renegotiations beginning in April 2011.

IN WITNESS WHEREOF, the aforesaid parties have hereunto executed this Agreement on the 12th day of May, 2009 to become effective on the first day of July, 2008.

SEIU FLORIDA PUBLIC SERVICES UNION

**SCHOOL BOARD OF
PINELLAS COUNTY**

Rick Smith
Senior Staff Advisor

Peggy O’Shea, Chairman

ATTEST:

ATTEST:

XXXXX

Julie Janssen, Ed.D.,

Administrative Organizer

Superintendent

WITNESSES:

WITNESSES:

APPENDIX A

2008/09 SEIU REPRESENTED NON-EXEMPT JOB CLASSIFICATIONS

Job Title		Pay Grade
AIR COMPRSSOR/EMERGENCY SYSTEMS TECH	D	08
AIR COMPRSSOR/EMERGENCY SYSTEMS TECH- JOUR	D	11
APPLIANCE/REFRIGERATION TECH	D	09
APPLIANCE/REFRIGERATION TECH-JOUR	D	11
AUTOMOTIVE DIESEL MECHANIC-JOUR	D	11
AUTOMOTIVE EQUIPMENT OPERATOR	D	08
AUTOMOTIVE PARTS FOREMAN	D	12
AUTOMOTIVE SERVICE MECHANIC	D	08
BINDERY OPERATOR	D	07
BOILER MECHANIC-JOUR	D	11
BUS DRIVER	D	08
BUS DRIVER RELIEF/TRAINING ASST	D	09
BUS DRIVER STAVROS INSTITUTE	D	09
BUS DRIVER SUBSTITUTE	D	07
BUS SERVICE RECORDER	D	10
CABINETMAKER	D	10
CAFETERIA ATTENDANT	D	05
CARPENTER	D	10
CARPENTER-JOUR	D	11
CARPET & EQ MAINT FOREMAN NIGHTS	D	11
CARPET & EQ MAINT TECH	D	08
COMMUNICATIONS TECH-JOUR	D	10
COMPUTER TECH	D	11
DISPATCHER	D	08
ELECTRICIAN	D	10
ELECTRICIAN-JOUR	D	11
ELECTRONIC OFFICE EQ TECH	D	08
ELECTRONIC OFFICE EQ TECH-JOUR	D	11
ELECTRONICS TECH	D	10
ELECTRONICS TECH-JOUR	D	11
EQUIPMENT PARTS SPECIALIST	D	09
EQUIPMENT REPAIR MECHANIC	D	07
EQUIPMENT REPAIR MECHANIC-JOUR	D	11
FIRE ALARM TECH-JOUR	D	11
FOOD SERVICE ASST	D	05
FOOD SERVICE ASST SUBSTITUTE	D	04
FOOD SERVICE ASST VAN DRIVER	D	05

FOOD SERVICE SPECIALIST	D	07
FURNITURE REFINISHER	D	08
GENERAL MAINT TECH I	D	08
GENERAL MAINT TECH II	D	10
GLAZIER-JOUR	D	10
GROUNDSKEEPER I	D	05
GROUNDSKEEPER II	D	07
GROUNDSKEEPING EQ FIELD MECHANIC	D	11
HEAD PLANT OPER I	D	10
HEAD PLANT OPER II	D	11
HEAD PLANT OPER III	D	12
HEAD PLANT OPER IV	D	13
HEATING/AIR CONDITIONING MECH	D	09
HEATING/AIR CONDITIONING MECH-JOUR	D	11
HEAVY EQ OPERATOR	D	10
INSTRUMENT TECH-JOUR	D	13
IRRIGATION SYSTEMS TECH-JOUR	D	11
LEAD AUTOMOTIVE/DIESEL MECHANIC	D	11
LOCKSMITH	D	10
LOCKSMITH TECHNICIAN	D	11
MACHINIST	D	11
MAIL COURIER I	D	07
MAIL COURIER II	D	08
MAINTENANCE SERVICE TECHNICIAN	D	10
MAINTENANCE SHOP PLANNER	D	12
MASON	D	08
MASON-JOUR	D	11
MULTI TRADES UTILITY WORKER	D	07
NIGHT FOREMAN I	D	07
NIGHT FOREMAN II	D	08
NIGHT FOREMAN III	D	10
NIGHT FOREMAN IV	D	11
PAINT/BODY MECHANIC-JOUR	D	11
PAINTER	D	08
PAINTER-JOUR	D	10
PEST CONTROL TECH	D	10
PLANT OPERATOR	D	05
PLASTERER	D	08
PLASTERER-JOUR	D	11
PLUMBER	D	10
PLUMBER-JOUR	D	11
POOL TECH	D	08
PRINTER I	D	08
PRINTER II	D	10
ROOFER	D	10
ROOFER-JOUR	D	11

SHEET METAL MECH	D	08
SHEET METAL MECH-JOUR	D	11
SMALL ENGINE MECH	D	09
SMALL ENGINE MECH-JOUR	D	11
STATION ATTENDANT	D	05
STOCK CLERK I	D	06
STOCK CLERK II	D	07
STOREKEEPER	D	08
TIRE REPAIR MECHANIC	D	09
TOOL ROOM OPERATOR	D	08
TRADES FOREMAN	D	12
TRANSPORTATION ASST/DISPATCH	D	11
TRUCK DRIVER I	D	07
TRUCK DRIVER II	D	08
TURF MAINTENANCE TECH	D	11
UPHOLSTERER GLAZIER-JOUR	D	11
VEHICLE MAINTENANCE SYSTEMS TECHNICIAN	D	10
VIDEO EQ REPAIR SPECIALIST	D	11
WAREHOUSE FOREMAN	D	11
WELDER	D	09
WELDER-JOUR	D	11

APPENDIX B

PINELLAS COUNTY SCHOOL BOARD

2008/09

NON-EXEMPT SALARY SCHEDULE “D”

HOURLY RATES

<u>Pay Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
2	\$7.05	\$8.65	\$10.25
3	\$7.76	\$9.52	\$11.28
4	\$8.54	\$10.48	\$12.41
5	\$9.39	\$11.52	\$13.65
6	\$10.33	\$12.68	\$15.02
7	\$11.36	\$13.94	\$16.52
8	\$12.50	\$15.34	\$18.17
9	\$13.75	\$16.87	\$19.99
10	\$15.13	\$18.56	\$21.99
11	\$16.64	\$20.42	\$24.19
12	\$18.30	\$22.46	\$26.61
13	\$20.13	\$24.70	\$29.27
14	\$22.14	\$27.17	\$32.20

Jobs classified as substitute or temporary are paid at the minimum of the designated pay grade.

Rates to be used for:

- • Computation of annual salaries for biweekly payroll
- • Hours in excess of the normally scheduled work week up to and including 40 hours
- • Computation of overtime

Note: In most cases, hourly rates received in bi-weekly paychecks are slightly less than those published above. This is due to the equalized pay process which provides pay for time not worked on School Board-designated “no work/no pay” days.

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