

# AGREEMENT

Between  
The School Board of Pinellas County  
And  
Pinellas Educational Support Professionals  
Association-FEA  
2012-2015



301 4<sup>th</sup> Street SW, Largo, Florida 33770  
Website: [www.pcsb.org](http://www.pcsb.org)

## **PESPA AGREEMENT**

### **PREAMBLE**

This AGREEMENT entered into by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the BOARD) and the PINELLAS EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION-FEA (hereinafter referred to as the ASSOCIATION) for the purposes of collaborative bargaining concerning salary, fringe benefits, and terms and conditions of employment pursuant to Florida State Statute Chapter 447:

### **PRINCIPLES**

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

WHEREAS, the Board and the Association have agreed to negotiate in good faith with respect to the determination of those matters prescribed by law, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

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

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

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

### **STATEMENT OF BELIEFS**

Representatives of PESPA and the School Board of Pinellas County met and have determined that it is their common best interest to create a process that facilitates the improvement of employee working conditions and student learning conditions. To that end we have agreed on the following common vision, mission and values:

#### **VISION**

Pinellas County Schools unites with the community to provide a quality education enabling each student to succeed.

#### **MISSION**

The mission of the team is to develop and refine a process which creates a climate of success for educational stakeholders by using a collaborative approach through continuous quality improvement.

#### **VALUES**

- 1) Respect, fairness and honesty of and for the individual.
- 2) Create a climate for success (CQI) Continuous Quality Improvement.
- 3) Maximize learning opportunities for all stakeholders.

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## ARTICLE I RECOGNITION

### A. Unit

The Board recognizes the Association as the exclusive bargaining agent for collective negotiations concerning salary, benefits, working conditions and other terms and conditions of employment for all regular full-time and part-time employees of the School Board of Pinellas County in the unit as promulgated by the Public Employees Relations Commission in the Certification of Exclusive Collective Bargaining Representative pursuant to the provisions of Chapter 77-343, Section 12 - Certification Number 378. Included in the bargaining unit are all regular full-time and regular part-time employees as defined in Appendix A of this Agreement.

### B. Definition of Employee

1. The term "employee" when used hereinafter in this Agreement shall mean all employees represented by the bargaining agent identified in Appendix A.

2. The term "full-time" employee shall refer to any employee scheduled to work at least six (6) hours per day in one work site.

3. The term "part-time" employee shall refer to any employee scheduled to work at least four (4) hours per day in regularly budgeted positions.

4. The term “part-time regular” employees shall be defined as those individuals employed by the district for more than six (6) consecutive months, regardless of the number of assigned hours.

**C. Association Recognition**

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

D. No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by the Board and the Association and endorsed in writing herein.

E. All the rights and privileges granted under the terms and provisions of this Agreement are for the use of all employees in the bargaining unit.

**ARTICLE II  
BARGAINING PROCEDURES**

A. Two subcommittees, Employee Well Being and Satisfaction, and Employee Education and Training in addition to the Bargaining Leadership Team will meet as needed for the purpose of reviewing the administration of the Agreement and to resolve problems that might arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.

B. Employee Well-Being & Satisfaction Committee The parties agree to convene as needed, the Employee Well-Being & Satisfaction Committee composed of representatives of the administration, instructional, and supporting services personnel. The committee shall be charged with reviewing the present group insurance programs and examining possible alternatives for future consideration.

C. The Collaborative Bargaining Team’s mission to continually refine a process to identify and meet the needs of educational stakeholders using a collaborative approach to attain common goals through continual improvement provides the foundation and direction by which the sub committees function. The Bargaining Leadership Team supports the bargaining process by clarifying expectations, coordinating recommendations, and ensuring the availability and utilization of information systems. Dates of bargaining sessions shall be established so as to expeditiously promote the achievement of agreement. Both parties shall endeavor to minimize the possibility of impasse. The Board agrees that, acting in good faith, it will not attempt to control the bargaining process through the premature adoption of a budget. Nevertheless, the parties understand that bargaining should not restrict the Board from its statutory obligation to prepare and submit a budget.

- D. Bargaining proposals or amendments pertaining to the Agreement which the Association or the Board desire to be bargained shall be submitted in writing to the Superintendent. In turn, the Superintendent shall notify the responding party in writing within five (5) school days from the date of receiving the proposals and shall contact representatives of the parties to arrange for a mutually acceptable time and place to commence bargaining within fifteen (15) school days from receipt of proposals. The parties agree that negotiations will not be reopened on any item of a ratified agreement except by mutual concurrence. Dates of bargaining sessions shall be established so as to expeditiously promote the achievement of agreement. Both parties shall endeavor to minimize the possibility of impasse. The Board agrees that, acting in good faith, it will not attempt to control the bargaining process through the premature adoption of a budget. Nevertheless, the parties understand that bargaining should not restrict the Board from its statutory obligation to prepare and submit a budget.
- E. Designated representatives of the Board and the Association agree to meet at a time and place which is acceptable to both negotiation teams. Each party agrees to certify its representatives to the other and to authorize said representatives to reach agreement subject to ratification.
- F. The parties to the bargaining process may call upon consultants to assist in preparing for bargaining and to advise them during conference sessions. The Executive Director of the Association and the Superintendent of Schools may attend at any time.
- G. During the bargaining process, either party may, with advance notice, request and receive from the other party information directly pertinent to matters under consideration.
- H. When consensus is reached covering the areas submitted to negotiations, the proposed agreement shall be reduced to writing and submitted to the Board and the support professionals for ratification. Until ratification by both parties has been accomplished, the Agreement shall have no power or effect.
- I. Until agreement on all issues under consideration is reached, neither party shall be bound by tentative agreements on certain articles of the total package unless mutually agreed to by Stipulation of Agreement during the life of the contract.
- J. If either party refuses to ratify the Agreement reached by the negotiation teams, the rejecting party shall state in writing to the other party the reasons for rejection. Said notification of the failure to ratify shall result in the resumption of negotiations within seven (7) calendar days. When both parties approve the negotiated Agreement, upon receipt of official action by the PESPA unit, the Board at the next official meeting will take action to consider ratification of the proposed Agreement.
- K. The parties agree to negotiate in good faith to reach agreements which are in the best interest of all stakeholders.
- L. In the event that impasse is declared by either side, said impasse shall be resolved according to the rules of the Public Employees Relations Commission.
- M. Negotiations shall be conducted at a time acceptable to the parties. Should such time conflict with the normal school day, representatives of the Association shall be granted temporary duty elsewhere leave.
- N. All bargaining shall be conducted according to the rules of the Public Employees Relations Commission, in a manner which assures the implementation of Article I, Section 6 of the Constitution of the State of Florida.

L. Should negotiations be completed after the start of a fiscal year, benefits agreed to under the terms of the settlement shall apply for the entire fiscal year unless expressly agreed to by the parties. In order for an employee to be eligible for retroactive salary/benefits, the employee must be on active pay status at the time this Agreement is ratified by both parties.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definitions**

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

#### **B. Purpose**

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

#### **C. Time Limits**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at any level should be considered as a maximum, and every effort should be made to expedite the process. In order for a grievance to come within the scope of the grievance procedure outlined herein, it must be filed within twenty (20) working days of the day of the event or knowledge of the event giving rise to the grievance unless an extension is mutually agreed upon.
2. In the event that a grievance 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.

#### **D. Procedure**

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

##### **1. LEVEL ONE (1) - Appropriate Administrator**

An employee with a grievance (not remedied through informal discussion) shall submit his/her grievance in writing to his/her appropriate administrator (principal and/or designated supervisor) within ten (10) working

days of its occurrence. The written grievance shall set forth all of the pertinent facts, enumerate the specific provisions of the Agreement asserted to be violated, and specify the remedy requested. The appropriate administrator shall meet with the employee and his/her representative to discuss the grievance. The appropriate administrator shall issue a written decision within ten (10) working days of such meeting.

**2. LEVEL TWO (2) - Superintendent**

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

**3. LEVEL THREE (3) - Arbitration**

If the Association is not satisfied with the disposition of the grievance at LEVEL TWO, or if no decision has been rendered within the time limits prescribed at LEVEL TWO, it may submit the grievance to binding arbitration by giving notice of the same in writing to the Superintendent or his/her designee within fifteen (15) working days of the LEVEL TWO response, or if such response was not given, of the date when such was due. If the parties cannot agree upon an arbitrator within seven (7) working days of such notice, the arbitrator shall be selected utilizing the procedures of the American Arbitration Association or the rules of Federal Mediation and Conciliation Service.

a. The arbitrator selected shall confer with representatives of the Board and the Association. A prompt hearing will be held and the arbitrator shall issue a decision no later than thirty (30) working days from the conclusion of the hearing. If oral arguments have been waived, a decision will be issued after final documents are submitted. The arbitrator's written decision shall set forth findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall not alter or amend any provisions of the Agreement.

b. In the event that arbitrability of a grievance is at issue between the parties, the arbitrator shall resolve the same in accordance with established arbitral practice, provided this section shall not be construed as to limit the right of either party to seek judicial intervention or interpretation.

**E. Costs**

1. Should either party request a transcript of the proceedings at LEVEL THREE, then the party shall bear the full cost of the transcript. If each party requests a transcript, the cost of the transcripts will be divided equally between the parties.

2. The costs of the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

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

**F. Rights of Employees to Representation**



1. Employee and Association
  - a. No employee shall be required to discuss a grievance if an Association representative is not present.
  - b. A representative of the Association may be present at any formal meeting of this procedure.
2. Reprisals - No reprisals shall be taken because of participation in the grievance procedure.

**G. Miscellaneous**

1. The parties will cooperate in the investigation of any grievance and provide pertinent non-confidential information necessary for the processing of a grievance.
2. **Group Grievances**
  - a. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall be processed as a single grievance. Any group grievance shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance.
  - b. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with the appropriate county administrator rather than with the principal.
3. **Separate Grievance File** - All records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. **Forms** - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his/her designee and the Association President or his/her designee and given appropriate distribution to school buildings and work locations. The appropriate form is located in the appendix section of this document.
5. **Meetings and Hearings** - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE provided the Board may be represented at any such meeting or hearing.
6. As provided by law, and except as otherwise provided herein, the Association retains the exclusive right as the bargaining agent for the management of the grievance procedure on behalf of all employees.

**ARTICLE IV  
EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Employees may wear unobtrusive insignias signifying membership in the Association or its affiliates, provided however, that during working hours, employees shall not involve students, other employees of the Board, or members of the public in any controversy or dispute between the Board and the Association or its members.
- B. The parties acknowledge that all employees be treated in a professional manner and that employees interact with each other in a professional manner as well.

C. Provisions shall be made to provide reasonable access to district email accounts and the district website within the workday.

## **ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES**

### **A. Requests for Information**

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

2. The Directory of Personnel shall be available to the Association electronically.

3. The Board shall invite a representative of PESPA to serve as a voting member on district wide calendar committees which will affect their working conditions each year. The Board agrees to provide the Association with drafts of all proposed personnel calendars for its input.

### **B. Participation in Meetings**

Whenever any representative of the Association is mutually scheduled to participate in negotiations, conferences, grievance hearings, or arbitrations during normal working hours, he/she shall suffer no loss in pay.

### **C. Association Meetings and Visitations by Officers/Staff**

1. Association officers and staff shall be permitted to visit any work site to conduct Association meetings or communicate with Board employees. Visits shall not interfere with or interrupt work operations or performance of employee's duties. Meetings shall require prior approval of the appropriate administrator.

2. When visiting a work site, the Association representative shall give reasonable advanced notice to the appropriate administrator and shall report to the office upon arrival. Except as otherwise authorized by the Chief of Human Resources, no more than six (6) Association representatives shall visit a work site at one time.

3. Nothing herein justifies interference whatsoever with the performance of an employee's assigned duties and responsibilities.

4. Association members in each work site shall have the exclusive right to elect their Association Representatives according to the Constitution and Bylaws of the Association. Where there is no Association representation, the PCTA representative may act as representative for Association members or the PESPA President may appoint one until such time as one is elected. The Association representative shall act as the official representative. Administrators shall maintain communications with administration on professional matters.

5. Association members may hold open or closed meetings with prior notification to the appropriate administrator. Such meetings shall not interfere with the normal student day and may not interfere with regularly assigned duties. When such meetings have been scheduled, conflicting meetings shall not be scheduled.

6. The use of designated areas for such meetings shall be arranged with the appropriate administrator in advance. All requests for building use shall conform to Board rules and regulations provided, however, that there shall be no cost to the Association for such meetings so long as no overtime custodial cost is involved.

**D. Use of School Mailboxes**

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

**E. Association Use of Interschool Communication System**

To the extent provided by law and district policy, the Association shall have the right to use the in-school communication systems.

**F. Use of Bulletin Board**

1. The Association shall have the right to use a reasonable amount of space on bulletin boards. If bulletin boards are not available, the Association shall supply one to be mounted at the Association's cost in a location approved by the responsible administrator or supervisor.

2. Materials oriented to the election of candidates for public office, or of a derogatory nature, shall not be posted on Association bulletin boards.

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

**G. Association Exclusivity**

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

**ARTICLE VI  
PERSONAL FREEDOM**

The private life of an employee is his/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. Any assertion of violation of this ARTICLE shall not be appealable to LEVEL THREE of the Grievance Procedure unless the employee and the Association shall execute a full and complete waiver and agreement that no action, suit, or complaint will be brought in any court of law or equity or before any regulatory or administrative agency with respect to such alleged violation.

**ARTICLE VII  
VOLUNTARY TRANSFERS AND PROMOTIONS**

**A. Definition**

A voluntary transfer is when an employee requests a change in work location. Voluntary transfers are not promotional.

**B. 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 work site prior to posting such vacancies throughout the district.

**C. Procedures for Filling Vacancies**

1. Prior to filling, on a permanent basis, any vacancy created in the bargaining unit by 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 Human Resources 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. All qualified in-house employees shall have equal opportunities to apply and be considered for promotional positions.

2. In appointing a replacement for a vacancy, factors to be considered may include, but not be limited to, up to 3 (three) years of performance appraisals, academic background, seniority, attendance, qualifications and skills, interview performance, if requested, and previous test results if required for the position. Probationary and substitute employees are eligible to apply and may be considered for promotional vacancies only after it is determined that there are no fully qualified regular employees who have skills appropriate to the position to be filled. Priority for interview for such positions shall be given to lateral transfer applicants. If a lateral transfer is not granted, the Board shall fill the vacancy through the normal promotional selection procedures.

3. 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.

4. All final offers of employment, including but not limited to transfers and reassignments, shall be made through the Human Resources Office. No offers of employment, except those authorized through these procedures shall be deemed valid.

5. The Board agrees to the development of a fair and consistent testing situation. Issues to be addressed shall include, but not be limited to: testing site, equipment, frequency of testing and scoring of the tests used. Equipment used in testing shall be maintained in good condition. Employees shall have the right to make an appointment to review the results of their tests and to receive feedback.

6. Employees selected to fill vacant promotional postings shall be entitled to assume their new duties within fifteen (15) working days of the date of acceptance of the position. Extensions of this period shall only be by mutual agreement between the employee and the appropriate supervisor. Interview and selection shall be completed in a reasonable period of time.

7. Employees who are asked to interview during the work day shall be given TDE assignment for such interview time.

#### **D. Processing of Requests**

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the best interest of the school system. If an employee's request for transfer has been denied, the Superintendent or his/her designee shall notify the employee in writing of the reasons for the denial of transfer. Copies of the notice to employee for assignment or denial shall be provided to the PESPA President.

### **ARTICLE VIII INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### **A. Definition**

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

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

#### **B. Meeting and Appeal**

An employee who is involuntarily transferred shall be offered a meeting with his/her appropriate administrator to discuss the reason(s) for such transfer. At the employee's request, an Association representative may accompany the employee at such meeting. Upon request, a letter of explanation will be given to any employee involuntarily transferred.

C. The Board shall give reasonable notice prior to the effective date of transfer.

#### **D. Priority in Reassignment**

An opportunity to discuss open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be compensated at the appropriate pay for the new position in compliance with the adopted salary plan.

### **ARTICLE IX EMPLOYMENT PROCEDURES**

#### **A. Reduction In Force**

1. Should circumstances dictate a general reduction in force, the Board shall take whatever steps are necessary to assign personnel to appropriate positions within the district for which they are qualified, consistent with this Agreement and law. In the event the Board is unable to maintain all employees, it shall immediately meet with the Association to provide for an orderly method of reducing and recalling affected employees.

2. Reductions in support staff during summer programs will be determined by Continuous Pinellas Experience considering the specific skills required to meet the student needs.

## **B. Procedures for Recall**

A laid off employee shall have recall rights for ninety (90) calendar days following termination. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail. Within ten (10) calendar days from receipt of such notice of recall or within fifteen (15) calendar days of the date of the mailing, whichever shall first occur, the employee shall notify the director of the department involved, in writing, whether or not (s)he desires to return to the work involved in the recall. If (s)he fails to reply or indicates a desire not to return to such work, (s)he shall forfeit all rights to recall. If (s)he indicates a desire to return to the proposed assignment, (s)he must report to such work within ten (10) calendar days from the date the recall notice was received or the time period set forth in a written extensions signed by the director or designee of the department. If an employee terminates employment with the district for any reason and subsequently accepts an assignment to a position different than the position he or she held prior to the lay-off, the employee shall be subject to a new probationary period not to exceed six (6) months and shall sign an "at will" form provided by the district. Failure to return to work shall result in forfeiture of seniority and all rights to recall.

## **C. Procedures for Reduction in Personnel or Hours Due to Staffing Changes**

When it is determined that a specific reduction in personnel or hours is necessary, the responsible administrator shall seek volunteers. If there are no volunteers, the following procedure shall be applied:

1. The specific needs of the program or school center shall be established and considered.
2. The individual skills, education and abilities of potential candidates for reduction shall be reviewed by the appropriate administrator.
3. If all of the above factors are substantially equal, length of service within the bargaining unit shall be the determining factor.
4. The decision of the appropriate administrator shall be final.

## **D. Substituting**

Except as otherwise provided for and/or authorized by law or agreement, and except in an emergency, it shall not be the practice of the Board to use members of the unit as substitutes for certificated personnel. In such an emergency, employee substituting shall be paid at 1 ½ times their normal salary.

Whenever feasible, the supervisor will seek and accept volunteers. The parties agree that it is not a desirable practice to consistently use any member of this bargaining unit to cover for another employee.

The district shall refrain from hiring substitutes for permanent positions within this unit. Temporary substitutes may be hired for short-term until a permanent replacement can be hired.

## **E. Resignation**

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

## **F. Notification of Employment**

All employees shall be notified of their employment status for the ensuing year no later than two weeks prior to the end of the regular school year, if feasible.

## **G. Employee Job Description**

Job descriptions represented by this unit shall be available on the Pinellas County Schools website (<http://www.pcsb.org/hr/jobdescriptions.html>), or upon request, through the Office of Compensation Administration.

#### **H. Disciplinary Action**

If a meeting with an administrator could result in any disciplinary action, the employee must be notified in advance so that the employee can make arrangements for Association representation if so desired. If necessary, the employee may request the opportunity to reschedule the meeting when proper representation is available.

#### **I. Review of Disciplinary Actions**

Appeal Procedures - 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 relative to employee discipline shall define just cause. Should the Superintendent suspend without pay or seek termination of an employee, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).

#### **J. Official Use of Personal Automobile**

Employees who are required to utilize their personal automobiles for official business, such as home visitation, with advance approval of his/her principal or appropriate administrator, shall be compensated for mileage at the current rate.

#### **K. Probationary Period**

All newly hired or rehired employees shall be subject to a six (6) months probationary period and shall sign an "at will" form provided by the district. 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.

#### **L. Absenteeism**

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. Excessive absenteeism or patterns of absenteeism may be cause for disciplinary action and may be reflected on the employee's annual performance appraisal. Prior to completion of the performance appraisal, an employee must be apprised of administration's concerns regarding absenteeism through a conversation between the employee and the supervisor or written notice of such concerns. Notwithstanding any other provision set forth herein, five (5) days of unauthorized absence in any one pay period or ten (10) days of unauthorized absence in the most recent twelve month period shall constitute grounds for termination and any employee who is absent for three (3) consecutive work days and who fails to notify his/her appropriate administrator of the reason, except in extenuating circumstances beyond the control of the employee, may be terminated for abandonment of position.

**ARTICLE X**  
**EMPLOYEE WORK SCHEDULE**

**A. Length of Employee Workday**

1. Paraprofessionals and ESE Associates - The normal workday for paraprofessionals and ESE Associates shall be seven scheduled hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period. The federally funded Associates and paraprofessionals may be assigned workdays other than those above when circumstances dictate.

2. Secretarial and Clerical - The normal workday for secretarial and clerical employees shall be seven and one-half ( $7\frac{1}{2}$ ) hours plus a one (1) hour unpaid meal period, seven and one-half ( $7\frac{1}{2}$ ) hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period, or eight (8) hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period as currently prescribed by work assignment and work location. Subsequent changes in length of workday will be subject to negotiation.

3. The normal workday for other Student Service Professionals shall be six scheduled hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period (non ESE CNAs), seven (7) scheduled hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period, and seven and one-half ( $7\frac{1}{2}$ ) scheduled hours plus a one-half ( $\frac{1}{2}$ ) hour unpaid meal period as currently prescribed by work assignment and work location. Subsequent changes in length of workday will be subject to negotiation.

4. The "normal workday" as used herein means the number of continuous hours that an employee can be expected to be available for employment. (The normal workday includes a duty free meal period and relief periods) The use herein of "normal workday" shall not be construed to mean that any employee is assured of employment for any minimum number of hours in any day, or that an employee shall earn compensation for any period of time not, in fact, worked unless provided for in other articles of this Agreement (i.e. sick leave, personal leave) or that an employee cannot be required to work in excess of the normal workday as stated in Section A-1, A-2, and A-3 on a non regular basis provided overtime pay is granted for hours worked in excess as stated in Section H.

**B. Daily Work Hours**

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

**C. Breaks**

1. Employees shall be provided a paid fifteen (15) minute rest period during each three and one half ( $3\frac{1}{2}$ ) hours of work. The break would not be at the beginning or end of the workday unless previously agreed to by both parties.
2. Employees riding buses to satisfy student IEP needs shall be given adequate break time before boarding and after arrival on the bus.

**D. Duty Free Lunch**

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

**E. Vacation Schedule - Twelve (12) Month Employees**

1. Vacation eligibility shall be determined as of July 1 of each year.



2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the appropriate administrator. Such approval shall not be arbitrarily withheld. Employees shall be eligible for vacations on the following basis:

- a. One (1) work day per month (twelve days per year) for employees who have been employed for five years or less. Accrual will begin after completion of the first month of employment.
- b. One and one fourth (1 1/4) work days per month (fifteen days per year) for employees who have been employed for more than five years; and
- c. One and one half (1½) work days per month (eighteen days per year) for employees who have been employed for more than ten years.

3. Accrual of vacation shall begin on the most recent date of hire or rehire 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 2 above, employees shall not be permitted to accrue more than sixty-two (62) days of unused vacation. However, a maximum of only sixty (60) days of accrued vacation, pursuant to Florida Statute, may be paid at time of termination.

#### **F. Work on Holidays**

1. 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.

2. As used herein, "holidays" mean those days designated as such in the calendar adopted by the Board. Except with the expressed approval of the responsible administrator, vacation, personal leave and compensatory time shall not be used to extend holidays or used on professional development days in the calendar.

3. Paid holidays will be in accordance with the school and payroll calendars.

#### **G. Shelter Duty**

In accordance with Florida Statute and Board policy, designated support service professionals will report to shelter duty. District personnel will prepare and distribute a shelter duty assignment list based on hiring seniority.

In the event of shelter openings, volunteers will be sought from the existing roster.

These volunteers will be placed at the bottom of the roster for the remaining school year after completing shelter duty. If there are not enough volunteers to fill positions required, shelter duty assignments will revert to the beginning of the shelter duty assignment list, (based on seniority-recent hires at top of list).

All supporting service professionals that serve shelter duty will be moved to the bottom of the shelter duty assignment list for the current school year of the event. Assignment list will revert to seniority for the following and subsequent school years.

All supporting services professionals will be paid pursuant to the reimbursement guidelines established by Federal Emergency Management Agency (FEMA) for public employees required to provide shelter duty service during emergencies.

### **ARTICLE XI EMPLOYEE FACILITIES, EQUIPMENT AND MATERIALS**

#### **A. Storage of Materials and Supplies**

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

**B. Employee Facilities**

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

**C. Materials and Supplies**

Employees will be provided with materials and supplies required to enable them to do their assigned duties. Where applicable, a copy of the text used in each course shall be provided. *The Handbook for Support Professionals Who Ride the School Bus* shall be made available to eligible employees.

**ARTICLE XII  
PROFESSIONAL DEVELOPMENT**

A. Professional education activities shall be developed cooperatively with the staff and the administration and shall be evaluated on an annual basis.

B. The Association shall be involved in the planning and evaluation of development programs for support professionals. PESPA shall be represented on the ProEd Advisory Council.

C. Educational support professionals will be included in site-based professional education programs where attendance is mutually agreed to be appropriate by the responsible administrator and the employee.

D. Employees of the bargaining unit who hold a valid Florida teaching certificate may be considered for component courses and summer institutes on a space available basis. Upon written request of the employee to the Office of Teacher Certification in the Human Resources Department, the Board will assist employees by notifying them of the need to renew their certificates consistent with district procedures. The Board assumes no liability for any action taken against an employee's certificate as a result of this provision. It shall be the employee's responsibility to notify the Human Resources Department of their desire to receive notification.

E. The parties agree to allow all unit employees to choose the training they feel is essential to their performance and student achievement. The parties further affirm that professional development activities should involve unit employees being given the choice to attend activities that are relevant to their duties and goals. Therefore, unit employees shall be provided greater choice in the selection of training opportunities except under the following conditions:

1. Where the administration has identified a deficiency that would require training for remediation.
2. Where the training is required to effectively implement curriculum or instructional strategies as determined by the Required Training Process Team.
3. Where the training is mandated by district, state or federal program requirements.

F. Training and Professional Development – The team agrees to investigate a number of professional development and training issues including: establishing a partnership with the Pinellas County Education Foundation and local education institutions to create scholarships for educational support professionals; offering flexible scheduling for support professionals returning to school; revising the support services job posting application form to reflect training; providing alternative delivery models such as distance learning and career ladder training opportunities.

G. The Certificate of Distinction Program recognizes support services professionals for their continuous development and their valued contribution to the district's high performing workforce. It is a voluntary program that fosters continuous learning and supports the district's vision of success for all students. In addition to the framed certificate, successful completers of this program will be awarded an annual supplement of \$225. An Annual supplement of \$250 shall be provided for employees who have completed all three strands of the requirements for Certificate of Distinction II. This amount will be in addition to any compensation received for completion of Certificate of Distinction I.

If a recipient moves to a non-eligible position (e.g. substitute, temporary, or teacher position) prior to the stipend pay date in December, they are only eligible for stipend payment the year in which they moved to the non-eligible position.

Recipients who are on unpaid sick leave or have changed to a non-support position must notify their appropriate administrator by January 15<sup>th</sup> of their unpaid status or change of position and may arrange for pick up of the check at the school/site. Participants who complete in subsequent years will be eligible for payment based on renewal of the funding agreement with the district.

H. The Board and the Association recognize that medication administration and medical services must occur at school to promote the safety and well-being of students. Board Policies will follow Florida Statutes on this issue. School Health Services personnel will conduct an annual health needs assessment at each worksite; updating as situations change. Staffing model for medical professionals will adjust to the medical need.

When medication administration and/or medical services must be delegated to non-medical support professionals, the following process will occur:

1. The appropriate Administrator and designee will be trained in medication administration and/or medical services by a registered nurse or licensed practical nurse, under the direction of the School Health Services professionals.

2. Training time will be sufficient in length to allow for instruction, questions, and return demonstration of procedures expected to be performed. No activities can be delegated to Unlicensed Assistive Personnel (UAP) without demonstrated competence.

- a. Non-medical support professionals may request to decline duty after training if they deem themselves unable to responsibly perform the procedures.

- b. Health professionals may recommend that the appropriate administrator assign a different designee when the applicant is deemed unable to responsibly perform the trained procedures.

- c. The school administrator will determine which school staff member will be responsible.

3. Non-medical district support professionals shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment.

4. There should be no liability for civil damages as a result of administration of such medication and/or medical service when the person administering such procedure acts as an ordinarily reasonable prudent person would have acted under the same or similar circumstances.

5. Licensed medical support service professionals in this unit will follow pertinent Florida Statute, provisions of the Nurse Practice Act, and Board Policy.

## **ARTICLE XIII EVALUATION PROCEDURE**

### **A. Evaluation Procedure**

It is the philosophy of this Agreement that evaluation is a developmental process. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the

administration and shall not be delegated to any non-managerial employee. However, nothing contained herein shall preclude the administrator from receiving input from appropriate personnel in gathering data for evaluation purposes. All evaluation conferences shall be confidential and no adverse comments shall be made in the presence of pupils or staff. PESPA will be involved in the formation of any new evaluation system which impacts bargaining members.

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

- a. An employee shall be given a copy of each written evaluation report which he/she shall acknowledge. No employee shall be required to acknowledge a blank or incomplete evaluation form.
- b. An employee's signature on an evaluation does not necessarily mean he/she agrees with the statements presented, but indicates that an employee has seen said evaluation.
- c. If an employee does not agree with the evaluation report given to him/her, he/she shall be allowed a conference with the evaluator and an opportunity to attach a written response to the evaluation within ten (10) days.

2. **Responsibility of Employer to Employee** - Should the administration determine the need for remediation, specific recommendations, including timelines and training for areas of improvement shall be communicated to the employee through an interim evaluation. Specific documentation shall be maintained and shall be given to the employee in the event no improvement is evidenced.

3. **Communication of Comments** - All comments regarding an employee's professional performance shall be communicated directly to the affected employee, verbally and in writing. Unsatisfactory ratings shall be based only on documentation shared with the employee and documented within a timely manner not to exceed 20 working days of the occurrence or knowledge of event.

4. Personnel records and files shall be maintained in compliance with appropriate Florida Statutes and Board administrative procedures. An employee shall have the right to make an appointment to review the contents of his/her personnel file at the work site and/or the county office providing such review can be accomplished without interference with the employee's performance of his/her duties. An employee shall be entitled to have a representative of the Association accompany him/her during this review. A representative of the Board shall also be present. Nothing shall be permanently removed from the file in the course of such review. However, the employee may request and receive copies of documents contained within. No secret files shall be maintained either in the worksite or in Central Administration. Material that has not been brought to the attention of the employee shall not be admissible in any disciplinary action against the employee.

## **B. Confidentiality**

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

**ARTICLE XIV  
PROTECTION OF EMPLOYEES**

**A. Conditions of Work**

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 for review and appropriate action.

**B. Worker's Compensation**

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

**C. Use of Reasonable Force**

An employee may use reasonable force as is necessary to protect himself/herself from attack.

**D. Cases of Assault/Battery**

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

2. If the employee is unable to work as a consequence of injuries received in such an assault, the employee shall receive benefits pursuant to Section 440, Florida Statutes. The employee may be eligible for accident/illness in the line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days if the worker's compensation doctor indicates the employee must be out of work or if the worksite cannot accommodate the assigned restrictions. Such leave shall be applicable only to the year during which the accident or illness occurred.

Claims for psychological damages as a result of such incidents shall not be compensable and are not covered by this provision.

**E. Reports of Assault/Battery Cases**

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

**F. Defense in Assault/Battery Cases**

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

**ARTICLE XV  
TEMPORARY LEAVES OF ABSENCE**

**A. Sick Leave**

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 may withhold from final pay an amount equal to the pay for sick days utilized but unearned by the employee.

1. Full-time employees shall be granted days of sick leave each year in accordance with the following formula:
  - a. Ten month employees - ten (10) days sick leave.
  - b. Eleven month employees - eleven (11) days sick leave.
  - c. Twelve month employees - twelve (12) days sick leave.
2. Employees who work four (4) or more hours per day in permanent positions shall accrue sick leave at the rate of one 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.
3. All unused sick leave days shall accumulate from year to year without limit.
4. Accumulated sick leave days may be transferred from another Florida county upon request of the employee.
5. Returning employees, who because of illness or accident are unable to report for duty at the beginning of the school year, may apply accumulated sick leave.
6. The parties agree to maintain a sick leave bank into which unit employees may place days and withdraw same in the event of catastrophic illness. Guidelines shall be established by the parties.
7. Employees who are in sick leave status, for a period not to exceed thirty (30) days, will have the right to return to their same position. Employees will not be placed in a pending placement status without prior notification.
8. 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.
  - a. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).
  - b. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.
  - c. Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.
  - d. The recipient and the donor must complete the appropriate form from the human resources office.
  - e. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

**B. Summer Term Sick Leave Eligibility** - Supporting services personnel employed during the summer term shall be eligible for accrual of one (1) day of sick leave for emergency purposes under the following conditions:

1. The employee must have completed one (1) year of continuous employment in the district prior to appointment to a summer term position.
2. Sick leave may only be used for legitimate illness of the individual employee or his or her immediate family as defined by state law.
3. Employees must work twenty (20) days during the summer term in order to be eligible to earn one additional day of sick leave.

4. Attendance shall be a criterion for future selection to summer term positions.

### **C. Types of Leave**

Employees shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year.

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

2. *Legal Processes Leave* - Temporary duty elsewhere shall be granted to employees who are called for jury duty or are subpoenaed as a witness in a legal proceeding. TDE is not available for employees who are plaintiffs or defendants in court actions.

3. *Temporary Military* - Temporary military leave will be granted for time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard. Any employee shall be paid his/her regular pay in addition to any pay which he/she receives from the state or federal government to a limit of seventeen (17) days during the same school year.

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

5. *Illness in the Line of Duty* - Any member of the bargaining unit who must be absent from duty because of personal injury received in the discharge of duties or because of illness certified by a physician from contagious disease contracted in school work shall be entitled to illness in the line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days and shall be applicable only to the year during which the accident or illness occurred. Any extension beyond this amount shall require action of the Board.

6. The parties agree that leave will be granted to a limited number of employees to conduct Association business subject to guidelines determined by the parties.

## **ARTICLE XVI EXTENDED LEAVES OF ABSENCE**

### **A. Association**

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

### **B. Maternity Leave**

Any full-time member of this bargaining unit may be granted maternity leave which shall commence on the date specified by the employee and her physician and all benefits shall expire upon notification by the physician that the employee is physically capable of performing the duties of her position. If return is within six (6) months, the employee, by mutual consent of her administrator, may be reassigned to the same position. If return is subsequent to six (6) months, every effort will be made to return the employee to the same position if recommended by her administrator, or to a similar position. All assignments shall be contingent upon availability of vacancies at the time of return. The period of time during which the employee's doctor certifies

that the employee cannot work may be charged to accumulated sick leave. The employee will be given written notification of return status at the time of leave application.

**C. Extended Personal Leave**

Unpaid leave not to exceed one (1) year shall be granted for adoption, child care, or long term sick leave. If return is within six (6) months, the employee, by mutual consent of his/her administrator, may be reassigned to the same position. If return is subsequent to six (6) months, every effort will be made to return the employee to the same position if recommended by his/her administrator, or to a similar position. Assignments shall be contingent upon availability of vacancies at the time of return.

**D. 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.

The parties agree to maintain a limited number of enhanced professional leaves that will provide a mutual benefit to the employee and the Board by virtue of allowing the employee to complete degree requirements in areas of critical shortage.

**E. Temporary Inactive Status**

Extended absence without pay on temporary inactive status may be granted for health or other personal reasons. Application is as follows:

1. Such request is made in writing and is on an appropriate form.
2. The appropriate administrator recommends approval or disapproval.
3. Any appeal shall be made to the Assistant Superintendent for Personnel or his/her designee.
4. Such request is not for a period in excess of thirty (30) working days.

**F. Job Sharing**

The parties agree to allow no more than ten (10) full-time regular employees to "job share" in five (5) funded positions. Such employees will be paid the appropriate hourly rate of pay for one half (½) of the hours assigned to the position to be shared and shall receive full Board paid life and health insurance contributions during the period of their job sharing assignments. For purposes of job sharing, the parties agree to waive the definition of "part-time employee" as defined in Article I of this Agreement. Job share assignments shall not extend beyond two (2) years.

**G. Return from Leave Benefits**



1. Employees may apply for insurance benefits (subject to carrier requirements) within 31 days of return from leave of absence. Accumulated sick leave and credits toward retirement consistent with Florida Retirement System requirements, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same or similar position which he/she held at the time said leave commenced.

2. Leaves made necessary by sudden emergencies shall be considered as granted in advance if the employee makes a prompt report concerning the nature of the emergency to his/her appropriate administrator.

#### **H. Extensions and Renewals**

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

#### **I. Miscellaneous Leave Provisions**

1. With the exception of maternity leave, no employee shall be granted more than two (2) long term leaves (leaves of more than 30 days) in a five (5) year period.

2. Employees who are granted a long term leave of absence from Pinellas County schools shall not be permitted to receive full-time compensation from any other employer during the period authorized. To do so will release the Board from any obligations specified in this Agreement.

3. When, by mutual agreement of the parties, it is proven to be in the best interests of the district to do so, retirement and leave incentives will be developed and implemented to avoid layoffs and non-reappointment of support services personnel that may be precipitated by state or local revenue shortfalls. Such extensions shall apply only to the year in which the projected shortfall will affect supporting services staff and shall in no way be considered a continuing benefit to employees covered by this Agreement.

### **ARTICLE XVII SALARY ADMINISTRATION PROCEDURES FOR PESPA SALARY SCHEDULES**

#### **SALARY SCHEDULE**

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

An increase of 1.5% will be added to the salary of each bargaining unit member for the 2012-2013 school year, effective November 1, 2012, as per appendix B.

1. No increases on the salary schedule will be provided for the 2009-10 school year. However, the parties agree to an increase of 1.5% added to the schedule for the 2010-11 school year.

2. \$250 in compensation shall be provided for employees who have completed all three strands of the requirements for Certificate of Distinction II. This amount will be in addition to any compensation received for completion of Certification of Distinction I. Effective 2009-2010, payment for completion of Certificate of Distinction I shall be increased to \$225.

#### **1. 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, unless otherwise indicated. 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.

Base salary/rate is defined as an employee's un-equalized hourly rate of pay, exclusive of shift differential or any other applicable bonus.

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.

For consistency in administration, base hourly rates are used for calculation purposes in applying the following procedures.

## **2. 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 Procedure: 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. If minimum qualifications are not met after one (1) year, employee is subject to termination or reassignment.

## **3. 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 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.

**4. Promotional Salary Increases**

**a. Promotion to a Higher Pay Grade**

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.

**b. In-Grade Adjustments**

When an employee currently paid on the 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 Chief of Human Resources, the employee shall receive a five percent (5%) increase calculated on an hourly rate.

**c. Temporary Assignment to a Higher Job Classification on the 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.

**5. Reclassifications**

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.

Reclassification to a Lower Pay Grade: Procedures for downgrade will apply.

**6. 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 new and old pay grade midpoints (calculated on the hourly rate) effective on the date of entry into the new position.

b. If an employee is downgraded or 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 promotional salary increase until he/she exceeds the highest pay grade previously held.

## **7. 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.

## **8. Termination and Reinstatement**

a. 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.

b. An employee who transfers from a substitute or temporary position into a regular position who has previously held a regular position, will be restored to the pay rate previously held and receive any adjustments per the current salary language.

## **9. 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.

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 specified 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 of 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 is 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.
- (7) Compensatory time may be used for purposes of voting when approved by the appropriate administrator so long as release from assignment does not impact normal operations or essential services provided to students and staff.

#### **10. Facility Lease Hours (Excluding Administrative)**

When an organization leases School Board facilities that 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 workweek.
- b. An affected employee (non-exempts only) shall receive time and one-half (1-1/2) and appropriate shift differential for all hours worked regardless of the total number of hours worked during the workweek whenever the employee has not had the opportunity (excluding the use of sick, personal, or vacation hours) to accomplish the normal forty (40) "sweat" hour requirement for the computation of overtime, i.e., spring break, Thanksgiving, winter holiday period.

#### **11. 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 (2) or more jobs only in those instances where prior approval has been granted through the Associate 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 (2) or more jobs where the total number of hours worked exceeds forty (40) hours per week.

## **12. Procedures for Payment of Substitutes**

- a. Supporting Services substitute secretarial and clerical employees shall be paid at one (1) of two (2) classification levels:
  - Classification I - Non-Exempt Pay Grade D-10 or lower shall be paid at the minimum of Pay Grade D-09
  - Classification II - Non-Exempt Pay Grade D-11 or higher shall be paid at the minimum of Pay Grade D-11
- b. Classroom Assistant Sub - Supporting services substitutes who assist in the classroom, except Interpreters, shall be paid at the minimum of Pay Grade D-06.
- c. 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, Interpreter Hearing Impaired I and II, Food Service Assistant-Sub, Bus Driver-Sub, and clerical substitutes - Classification I and II.
- d. All other classifications will be paid at the minimum of their corresponding pay grade.

## **13. 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 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) Shift differential does not apply to Bus Drivers or those positions that were changed to a higher pay grade to compensate for night work at the evening adult centers and community schools, i.e., Secretary III, Clerk Specialist II, Clerk Typist-Evening, and Bookstore Assistant.
- d) 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.

## **14. Call-Back and Call-In Procedures (Excluding Administrative)**

- 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 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

## **15. 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.

#### 16. **Bus Assistant Supplements and Guidelines**

Support Professionals who are assigned to ride buses to supervise students with disabilities shall receive a supplement determined by appropriate parties.

1. The assignment of support professionals to assist on a bus will be the decision of the IEP Committee, and their primary responsibility is to the safety of those students.

2. Bus assignment is to be determined on the basis of seniority at the commencement of the school year OR a documented process by an all inclusive committee structure that provides for input from ESE Associates and administration.

3. The supplement for riding the bus shall be a maximum of \$6.50 per day or \$3.25 per shift and shall be paid only for those days when the Associate rides the bus. On days when an Associate is absent, the supplement shall be paid to the substitute.

4. On early release days, effective only in the 2012-2013 school year, associates who must ride the bus and miss professional education training at their school, shall receive compensation for the full day but shall be required to provide the equivalent amount of time as mutually agreed to by the employee and the appropriate administrator. Approved compensatory time may be used for this purpose.

5. Schools with Assistants who ride the bus will develop a plan to give adequate breaks to Associates prior to boarding and after arrival from bus.

6. Bus drivers are responsible for writing bus referrals for all students. Referrals will be tied to behavior goal violations or a major violation of guidelines for all students. ESE Associates may give input to the referral and both parties may sign. If the bus driver is not aware of the incident, the bus driver will write the referral stating "as related to me by..." and both parties will sign.

7. If an intervention plan for bus behavior is written for a student both the bus driver and the teacher assistant will be informed.

8. Support Professionals should park on school board property whenever possible. If this is not an option, the driver and the support professional must agree on a safe location, get approval from the transportation department and obtain written approval from the management of the property.

9. Commitment of the worksite to return Associates to their cars in cases of personal emergency: the school will develop a documented process that ensures that the Associates will be returned to his/her car in cases of emergency. This process can state that another member of the staff provides the transportation or that paid transportation (taxi fare) will be provided.

10. Inclusion in celebrations and decision-making: each site/school will develop a documented process that will maximize participation in decision-making and that includes Associates in celebrations and recognition activities.

11. Language in the Handbook for Support Professionals Who Ride the School Bus shall be consistent with this contract and shall be revised only by both parties – PESPA and Transportation – with any contention language being brought to the appropriate bargaining team.

## **17. 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 XVIII FRINGE BENEFITS**

A. 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.

The Board will pay approximately 80% of the annual health insurance premium for the duration of this Agreement. Individual amounts will vary based on the plan selected.

B. 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.

C. 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. Dependent eligibility guidelines will be in accordance with provisions outline in the Beneflex Guide.

D. 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 enrollment period during which an employee may add, cancel, or change coverage.



E. 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.

F. 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.

G. 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.

H. 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 September through June 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 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.

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 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 in accordance with carrier guidelines.

N. 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.

O. Voluntary Retirement Programs - Pinellas County Schools provides eligible employees an optional 403(b), 457 and Roth 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.

P. 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.

Q. 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.

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

S. Vision Coverage – The Board will provide Employee Only vision coverage to all benefit eligible employees at no cost (employees must enroll), Employees may elect to cover a spouse and/or dependents through voluntary payroll deduction or flex credits.

T. 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.

## **ARTICLE XIX TERMINAL PAY**

### **A. Receipt of Benefit**

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

### **B. Terminal Pay**

Terminal pay shall be granted to an employee at retirement or to his/her beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), the 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:

1. **Retirement:** Subsequent to six (6) years of service in 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%

2. **Termination by Death:** The employee's beneficiary shall receive payment based upon the following formula:

- a. 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;
- b. 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;
- c. 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;
- d. 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.
- e. Subsequent to thirteen (13) years of service, the daily rate of pay shall be computed using the percentages applicable if the employee had retired.

## **ARTICLE XX**

### **DEDUCTIONS FROM SALARY**

#### **A. Authorization to Deduct**

Payroll deductions shall be made by the Board when authorization has been given by the employee for insurance coverage, Achieva, Credit Union, Workplace United Giving Campaign, direct deposit, Pinellas Education Foundation, tax sheltered annuities, disability insurance, and Association dues.

#### **B. Termination of Deduction**

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

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

2. The Board shall remit deductions to the Association on a biweekly basis.

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

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

#### **C. Indemnification**

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

## **ARTICLE XXI GENERAL PROVISIONS**

### **A. Board Policy Consistent with Terms of Agreement**

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

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

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

### **B. Compliance**

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

### **C. Printing Agreement**

The Agreement shall be made available on the district web site and can be downloaded at the desire of the employee.

### **D. Notice**

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

1. If by the Association, to the Board at 301 Fourth Street SW, Largo, FL 33770.
2. If by the Board, to the Association at 650 Seminole Boulevard, Largo, FL 33770.

### **E. Negotiations with Recognized Bargaining Agent**

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

### **F. Requirement for Renegotiations**

The parties mutually agree that the terms and conditions set forth herein represent the full and complete understanding between the parties, that all negotiable items have been discussed leading to this

Agreement, therefore that negotiations will not be reopened during the life of the Agreement except as outlined in Article XXII or more frequently if special circumstances dictate.

**G. Omission or Oversight in Preparation of Agreement**

No employee employed within the bargaining unit shall, as a result of omission or oversight in the preparation of this document, suffer a reduction in pay or lose experience credit previously granted, or to be otherwise deprived of any economic advantage enjoyed during employment in the 2008-09 school year.

**H. Conformity with State Statutes**

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

**I. Management Rights**

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

**ARTICLE XXII  
DURATION OF AGREEMENT**

**A. Duration Period**

This Agreement shall become effective on the 1<sup>st</sup> day of July, 2012, and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2015, unless amended as herein provided. The 2011-2012 contract period was a continuation of the 2008-2011 bargaining agreement.

The Agreement shall be amended at any time during its term by mutual consent and ratification of parties as provided in Article IV of this Agreement. However, the Administration and Board may stipulate on matters not expressly provided for in the Agreement by means of a written memorandum of understanding between the Board and the Association. A memorandum of understanding is binding upon execution by the Superintendent and the Association President but requires subsequent ratification unless its duration is for a period of one year or less.

## APPENDIX A

Documents Clerk                      D                      06

### PESPA REPRESENTED

#### NON-EXEMPT JOB CLASSIFICATIONS

Job Description	Schedule Pay Grade	
Account Clerk	D	09
Accounts Payable Coord	D	11
Agricultural Docent	D	07
Asst To Bookkeeper	D	07
Attendance Progress Assistant	D	08
Attendance Specialist	D	11
Audiovisual Tech	D	09
Auditor	D	13
Benefits Analyst	D	13
Benefits Assistant	D	10
Bilingual Assistant I	D	05
Bilingual Specialist	D	11
Bilingual Translator	D	10
Bookstore Assistant	D	07
Buyer I	D	10
Buyer II	D	11
Campus Activities Monitor	D	11
Central Info Receptionist	D	07

ESE Associate	D	06
Family & Community Liaison	D	07
Ged Test Center Assistant	D	10
Graphic Artist	D	11
Graphic Designer	D	11
Group Asst Child Care Prg	D	06
Group Leader Child Care Prg	D	09
Interp Hearing Impaired I	D	10
Interp Hearing Impaired II	D	12
ITV Broadcast Maint Specialist	D	13
ITV Technical Production Spec	D	10
Library Media Assistant	D	05
Licensed Practical Nurse	D	10
Mail Services Tech	D	09
Multimedia Processing Clerk	D	05
Paraprofessional	D	07
Payroll Coordinator	D	11
Payroll Technician	D	10
Physical Education Assistant	D	07
Placement Coordinator	D	12
Property Control Clerk	D	09
Records Retention Assistant	D	08
Records Retention Clerk	D	07
Registered Phys Therapy Asst	D	12
Risk Management Tech	D	11
School Bookkeeper I	D	08
School Bookkeeper II	D	10
School Office Clerk I	D	07
School Office Clerk II	D	08
Secretary I	D	06
Secretary II	D	07
Secretary III	D	08
Secretary IV	D	11
Secretary To Dir Sch Op	D	12
Senior Account Clerk	D	10
Senior Computer Operator	D	12
Senior Data Management Tech	D	10
Senior Document Systems Op	D	11

Job Description	Schedule Pay Grade	
Cert Occup Therapy Asst	D	12
Certification Clerk	D	10
Certified Nursing Assistant	D	07
Child Development Associate	D	08
Clerical Assistant	D	05
Clerk Specialist I	D	07
Clerk Specialist II	D	08
Clerk Typist Evening	D	07
Clerk Typist I	D	05
Clerk Typist II	D	07
Computer Operator	D	10
Computer Support Analyst	D	12
Computer Support Assistant	D	09
Coord Transp Routing & Sched	D	13
Customer Service Rep	D	08
Data Management Technician	D	08
Document Systems Operator	D	09

Senior Payroll Technician	D	10	Teacher Assistant	D	05
Senior Risk Management Tech	D	12	Technology Technician	D	10
Senior User Support Technician	D	11	Transc Asst Visually Impaired	D	09
Senior Word Processing Oper	D	08	User Support Technician	D	10
Staff Accountant	D	11	Video Production Coord	D	12
Student Reporting Assistant	D	10	Video Production Specialist	D	11
Student Testing Coordinator	D	10	Vision Auditory Screening Asst	D	05
Substitute Placement Spec	D	10	Word Processing Operator	D	07

**APPENDIX B**  
**PINELLAS COUNTY SCHOOL BOARD**  
**2012/2013**  
**NON-EXEMPT SALARY SCHEDULE "D"**

**HOURLY RATES**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>3</b>	<b>\$7.76</b>	<b>\$9.60</b>	<b>\$11.45</b>
<b>4</b>	<b>\$8.54</b>	<b>\$10.57</b>	<b>\$12.60</b>
<b>5</b>	<b>\$9.39</b>	<b>\$11.62</b>	<b>\$13.85</b>
<b>6</b>	<b>\$10.33</b>	<b>\$12.79</b>	<b>\$15.25</b>
<b>7</b>	<b>\$11.36</b>	<b>\$14.06</b>	<b>\$16.77</b>
<b>8</b>	<b>\$12.50</b>	<b>\$15.47</b>	<b>\$18.44</b>
<b>9</b>	<b>\$13.75</b>	<b>\$17.02</b>	<b>\$20.29</b>
<b>10</b>	<b>\$15.13</b>	<b>\$18.72</b>	<b>\$22.32</b>
<b>11</b>	<b>\$16.64</b>	<b>\$20.60</b>	<b>\$24.55</b>
<b>12</b>	<b>\$18.30</b>	<b>\$22.65</b>	<b>\$27.01</b>
<b>13</b>	<b>\$20.13</b>	<b>\$24.92</b>	<b>\$29.71</b>
<b>14</b>	<b>\$22.14</b>	<b>\$27.41</b>	<b>\$32.68</b>

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 that provides pay for time not worked on school Board-designated “no work/no pay” days.

## **APPENDIX C**

### **Stipulation of Agreement**

This Stipulation of Agreement shall be in effect for the 2011-12 and 2012-2013 school year.

For the 2011-2012 school year, priority schools are as follows: Boca Ciega High School, Lakewood High School, Dixie Hollins High School, Gibbs High School, Azalea Middle School, Pinellas Park Middle School, James B. Sanderlin Elementary School, Maximo Elementary School, Sandy Lane Elementary School, Melrose Elementary School, Fairmount Park Elementary School, Woodlawn Elementary School and Lakewood Elementary School.

Bilingual Assistants, Child Development Associates, Exceptional Student Associates, Paraprofessionals, and Physical Education Assistants assigned to the above listed priority schools will be paid a supplement of \$300.00 annually. The supplement amount is to be prorated if the direct assisting in the instruction of students is less than full time. Verification by the principal for any other PESPA Bargaining Unit employees not listed above, who spend 50% or more of their day with responsibilities directly assisting in the instruction of students, must be submitted to Human Resources to receive the supplement. The supplement will be considered compensation in accordance to Florida Retirement System guidelines. In order to be eligible, an employee must be on active payroll status.

For the 2011-2012 school year the amount will be payable in one installment on May 25, 2012.

For the 2012-13 school year the amount will be payable in two equal installments at the end of each semester upon verification of 90 days worked per semester.

Eligible employees will be required to sign a letter of acknowledgment accepting their role assisting with student instruction at one of these priority schools.

APPENDIX D **PINELLAS COUNTY SCHOOL BOARD and  
PINELLAS EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION-FEA**  
GRIEVANCE FORM

NAME OF GRIEVANT: \_\_\_\_\_

WORK SITE/ ADDRESS/PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

PERSONAL PHONE: \_\_\_\_\_ PERSONAL EMAIL: \_\_\_\_\_

GRIEVANCE REPRESENTATIVE'S NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

Date cause of grievance occurred: \_\_\_\_\_

Provision of Contract allegedly or School Board policy violated (specify Articles(s) and Sections):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Receiving Official: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Level 1 filed: \_\_\_\_\_ Level 2 filed: \_\_\_\_\_ Level 3 filed: \_\_\_\_\_

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