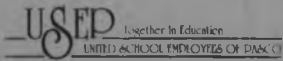


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SRP
Master Contract
1994 - 1996
1994-95 School Year



UNITED SCHOOL
EMPLOYEES
OF PASCO

and

DISTRICT
SCHOOL BOARD
OF PASCO COUNTY

JUN 25 1996



PASCO COUNTY
SCHOOL BOARD

1,900

non-unionized

X-6/30/96

**Noninstructional Employee Relations
District School Board of Pasco County
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34639**

SRP
Master Contract
1994 - 1996
1994-95 School Year



UNITED SCHOOL
EMPLOYEES
OF PASCO

and

DISTRICT
SCHOOL BOARD
OF PASCO COUNTY





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ARTICLE I — RECOGNITION

SECTION A

The District School Board of Pasco County, hereinafter called the "Board", recognizes the United School Employees of Pasco, hereinafter called the "Union", as the exclusive bargaining representative for all School Related Personnel (SRP) in the school district known and designated as Pasco County School District. In this Agreement, SRP shall be defined as those employees included in the non-instructional, school related personnel unit as certified by the Public Employees Relations Commission on September 21, 1987 (Case No. RC-87-020).

As defined above, this would mutually amend the School Related Personnel listed as included and exclude those listed as excluded by the Public Employees Relations Commission (PERC) in the September 21, 1987, Order of Certification.

SECTION B

When a new job description/position title is approved by the Board, the Union will have the right to request in writing that the position be included or excluded from the bargaining unit, stating the reasons for said inclusion or exclusion. The Superintendent shall respond within ten (10) working days. If the Union request is denied, the Superintendent shall state in writing the reasons for rejection in his/her response. In the event of a disagreement on the issue of any specific job description/position title, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion in the bargaining unit receive all rights granted under this Agreement from the time of initial placement.

SECTION C

The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his/her designee.

ARTICLE II — DEFINITIONS

SECTION A

The term School Related Personnel shall refer to personnel named as such in Article I, Section A, of this Agreement and all other personnel who may be included as members of the bargaining unit under the provisions of Article I, Section B, of this Agreement.

SECTION B

The term Union shall refer to the United School Employees of Pasco and all duly authorized representatives thereof.

SECTION C

The term day shall refer to the working day for SRP.

SECTION D

The term district shall refer to the school district of Pasco County.

SECTION E

The term Board shall refer to the District School Board of Pasco County.

SECTION F

The term Superintendent shall refer to the Superintendent of Schools of Pasco County or his/her designee.

SECTION G

The term worksite supervisor shall refer to the principal of any school or the head of any district-office department or their designee(s).

SECTION H

The term worksite shall mean any school or district-office department and shall include all buildings on the worksite and shall include any work location to which SRP are assigned to carry out their responsibilities and which is under the jurisdiction of the District School Board of Pasco County.

SECTION I

The term building shall refer to each individual building on the worksite.

SECTION J

The term Agreement shall mean the full and complete agreements between the Union and the Board, duly ratified and signed as set forth in this document.

SECTION K

The term year shall refer to the school fiscal year.

SECTION L

The term Union representative shall refer to a duly authorized agent of the Union.

SECTION M

The term cost center shall mean any functional group or division or school that receives monies allocated by the Board.

SECTION N

The term student day(s) shall mean the day(s) and hours set for students to attend school.

SECTION O

The term SRP shall refer to School Related Personnel.

ARTICLE III — UNION RIGHTS

SECTION A — Implementation

1. The Board shall make available to the Union any and all public information, statistics, and records concerning the school district which the Union may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement. The word "public" as used in this section shall refer to any documents, reports, statistics, studies, and other such information in the form in which they are regularly kept. Materials prepared in multiple form for distribution to the public and/or media shall be provided at no cost to the Union, if requested. If additional information is requested by the Union and said material does not exist in multiple form, the Union shall pay for the actual cost of duplication of such material not to exceed twelve (12) cents per sheet.

2. SRP shall be appointed to district-wide committees, councils, or other advisory groups by the Superintendent who shall select from a list of bargaining unit members recommended by plurality vote of the SRP at each worksite in an election conducted jointly by the worksite supervisor and the SRP building representative. The list presented to the Superintendent shall contain at least two (2) times as many names as the places to be filled. Final recommendations of committees on which SRP serve shall not be construed as substitutes for negotiated agreements.

3. Elected representatives of the Transportation Safe Driver Plan Committee shall be nominated and elected by employees covered by the Plan at each location (East, West, Northwest, Central, and Zephyrhills) by an election conducted jointly by the worksite supervisor and the SRP building representative. The employee who receives the plurality of the votes cast shall be declared elected.

4. The worksite supervisor shall meet at mutually agreed times during the year with representatives of the Union, at the request of the Union, to discuss questions and problems as well as matters relating to the implementation of this Agreement. Such meetings shall not be construed to replace the grievance procedure for any matter normally the subject of a grievance.

5. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said material shall be sent to the Union office at the same time they are sent to the Board members.

6. Duly authorized representatives of the Union may visit worksites to investigate employee complaints. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. If the worksite supervisor does not approve the representatives' investigation at that particular time, he/she will explain the reason to the representatives, and the Union representatives will not continue the investigation until a mutually agreed upon time can be determined. Such investigation visits shall not interrupt normal work responsibilities.

7. Whenever SRP are scheduled by the Board or its agents to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay or benefits.

8. A roster of all SRP assigned to a school or district-office department shall be provided to the Union worksite representative by the principal or district-office department head by September 10, and revised rosters shall be provided when issued. Each member of the bargaining unit will receive a directory of all personnel by November 15 of each school year. This directory shall contain an alphabetical list of all employees as well as a list of employees by school and district-office department. Copies of this directory shall not be provided by the Board or Union to any outside parties for commercial or solicitation purposes.

9. Copies of all agreements and addenda thereto between the parties shall be distributed by the Union to each employee covered by this Agreement. The Union will arrange for the printing of the Agreement. The Board shall contribute up to one-half (1/2) the cost of printing 2500

copies of the Agreement but not to exceed \$1500. The parties may agree to another specified number of copies.

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

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

12. The Board shall grant leave without pay to the Union President. The leave time shall count toward accruing seniority. He/she may participate in all group fringe benefit plans provided by the Board if he/she makes his/her own and the Board's regular contributions to all benefits requiring such contributions. The President's leave shall be for the term of the office and shall be renewed each year during his/her term of office upon request. At the conclusion of the leave, the President shall be returned to his/her position held at the commencement of the leave if such position exists.

SECTION B — Payroll Deductions

1. Upon authorization by any SRP, the Board agrees to deduct at no cost to the SRP the amount of dues certified by the Union as the amount required and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving the signed authorization form attached as Appendix A of this Agreement.

a) All funds collected by the Board as a result of dues deductions shall be remitted by the Board to the Union within ten (10) days of the deduction.

b) Dues deductions shall be continuous from year to year so long as the employee organization remains the certified bargaining agent for the unit.

c) Authorizations are revocable by the employees with thirty (30) days written notice to both the Board and the Union.

2. The Board shall supply to the Union a list of those SRP from whom said payroll deductions have been made after each pay period.

3. The Union shall indemnify and save the Board harmless from any and all claims, demands, suits, and causes of action of any kind whatsoever arising from Board actions to comply with the provisions of this section.

SECTION C — Use of Facilities

1. The Union may use district facilities for meetings upon prior approval of the school principal or district-office department head. Approval will be withheld only for good and sufficient reason which shall be stated to the person making the request. At each worksite, for a maximum of five (5) times per year, a meeting called by the Union for that worksite's SRP may be scheduled during fifteen (15) minutes of the SRP workday provided that such a schedule does not interfere with services provided to students. Further, two (2) additional meetings not to exceed two (2) hours each may be held during the working day for the purpose of contract explanation and/or ratification.

2. The Union shall have the right to conduct regularly scheduled Building Representative Council meetings in worksite facilities after the normal working day.

3. The Union may use building facilities for county-wide or area meetings upon prior approval of the worksite supervisor. Approval will be withheld only for good and sufficient reason which shall be stated to the person making the request. These meetings are to be conducted after the working day of SRP is completed.

4. The Union may be charged the customary fee for custodial services made necessary by use described in paragraphs 2 and 3 above.

5. The Union shall have the right to use the school mailboxes for the purpose of communicating with SRP.

6. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards specifically assigned exclusively for use by the Union. The worksite supervisor shall designate space for a Union bulletin board in each employee lounge, in the kitchen area, and in the custodial office area. The Union will provide bulletin boards at its own expense. Bulletin boards shall be at least twelve (12) square feet in size unless another size is mutually agreed upon.

7. The Union shall receive written notice on or before August 1 of any district-wide orientation meeting for incoming SRP, if requested. Further, the Union shall be given a place on the agenda of any district-wide orientation meeting for incoming SRP, if requested.

ARTICLE IV — FAIR PRACTICES

SECTION A

1. The Board and the Union recognize the right of all SRP to organize, join, and support the Union or to refrain from organizing, joining, and supporting the Union. In addition, the Board and the Union agree that they will not directly or indirectly discourage, deprive, or coerce any SRP in the enjoyment of any rights conferred by this Agreement.

2. Further, the Board and the Union, including their agents, mutually agree not to discriminate against any SRP in regard to any of the rights, guarantees, or privileges afforded SRP under the terms of this Agreement.

3. The Board and the Union agree that there shall be no discrimination on the basis of race, religion, color, sex, national origin, age, marital status, or handicap with regard to employment. Allegations of discrimination on the basis of race, religion, color, sex, national origin, age, marital status, or handicap shall not be subject to the grievance procedure contained in this Agreement. Any SRP who believes that he/she has been discriminated against may file a complaint with the appropriate state agency, federal agency, and/or the district equity coordinator.

SECTION B

Nothing contained herein shall be construed to deny or restrict rights to any SRP that he/she may have under Florida law or other applicable laws and regulations.

ARTICLE V — SENIORITY

SECTION A

1. Seniority shall be the length of continuous service of an SRP in the school system. Continuous service shall be determined in reference to unbroken service in the district with each year in which an SRP has been in a paid duty status for at least one (1) day more than one-half (1/2) of the normal work year for the position counted as one (1) year of service. If an SRP takes ten (10) or more successive days of unpaid leave, these days shall be deducted from the normal work year, and if this deduction reduces the normal year to less than one (1) day more than one-half (1/2) the normal work year for the position, the year shall not be counted.

2. Seniority shall be one of the factors considered when making work assignments and when decreasing hours within an area of assignment at a worksite. However, at an alternative school for disruptive students, cost effectiveness and efficiency and the needs of students shall be among the factors considered when making work assignments. In instances in which work assignments can be made in which students' needs are met and cost effectiveness and efficiency are not adversely affected, seniority shall be considered in making the work assignments.

3. If it becomes necessary to establish precedence among SRP with the same seniority, the beginning date of continuous service shall be used. Leave duly authorized and granted in accordance with provisions of this Agreement shall not constitute a break in service.

SECTION B

The Board shall provide to the Union an alphabetical list by job classification of the names of all SRP employed in the district (seniority list #1). Said list shall also contain total number of years of continuous service in the district as determined by the District School Board of Pasco County.

This annual seniority list shall be made available by October 1 of each school year. Further, the Board agrees to provide the Union monthly with a list by job classification of all SRP employed after the original list was submitted to the Union. In addition, a list of SRP by worksite which shall be further subdivided by job classification and shall contain the names of all SRP in seniority order assigned to that worksite (seniority list #2) shall be made available to the Union by October 1 of each school year. Said list shall also contain total number of years of continuous service in the district as determined by the District School Board of Pasco County. Seniority list #2 and relevant copies of the monthly addenda to the list will be posted on the Union bulletin board at each worksite. The cost of this service to the Union shall be \$100 per year.

ARTICLE VI — GRIEVANCE PROCEDURE

SECTION A — Definitions

1. A grievance is a complaint by an SRP or by a group of SRP that there has been a violation, misinterpretation, or misapplication of this Agreement and shall be subject to settlement under all provisions of this article except as otherwise provided.

2. When a complaint arises alleging that: (a) a policy or practice is improper or unfair or (b) there has been a deviation from or a misinterpretation or misapplication of a practice or policy or (c) there has been unfair or inequitable treatment by reason of an act or condition contrary to existing policy or practice, such complaint shall be subject to settlement under all provisions of this article excluding Steps Four and Five.

SECTION B — General Application

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf.

2. An SRP is entitled to representation by the Union at any level of the procedure. However, the employee shall have the right to be represented by legal counsel or any person(s) he/she deems necessary at any step of this procedure.

3. A grievance shall be first filed at the level where the alleged action(s) occurred that led to the filing of the grievance and processed in accordance with all subsequent steps thereafter as outlined in this article.

4. No decision or adjustment of an agreement shall be contrary to any provision of this Agreement existing between the parties hereto.

5. The Union shall have the right to be present at all meetings after Step One regarding a grievance regardless of the party filing the grievance.

6. Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.

7. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the grievant's normal work year, the time limits set forth herein shall be reduced to the extent possible so that Steps One to Three of the procedure may be completed prior to the end of the grievant's normal work year.

8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. No entry of any kind concerning the participation of an SRP in a grievance shall be entered into his/her personnel file.

9. All parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

10. Whenever meetings for resolving grievances are scheduled during the working day of the grievant, the Union representative and/or grievant will be granted released time without loss of pay or benefits.

11. Time limits specified in this article may be extended at any time by mutual agreement in writing.

12. No member of the bargaining unit shall be represented by another employee organization.

SECTION C — Procedure

Step One: Any member of the bargaining unit who feels he/she has a grievance may first discuss the grievance with the worksite supervisor or designee, either directly or accompanied by the Union representative, with the object of solving the matter informally.

Step Two: In the event that the matter is not resolved informally, the formal grievance stated in writing may be submitted to the worksite supervisor, the Union, and the Superintendent, with one (1) copy for the grievant. A formal grievance shall be filed as soon as possible after the action giving rise to the grievance but not later than twenty (20) days after the grievant knew or could reasonably have been expected to know of the occurrence giving rise to the grievance.

a) Within five (5) days after the receipt of the formal grievance, the worksite supervisor shall hold a formal hearing on the grievance.

b) The grievant and the Union representative shall be given at least one (1) day's written notice of the hearing. Said notice shall contain the time and the place of the hearing.

c) Within five (5) days after the hearing, the worksite supervisor shall communicate his/her decision in writing together with supporting reasons.

d) The worksite supervisor shall furnish one (1) copy to the grievant and one (1) additional copy to the Union representative.

Step Three: If the grievance is not resolved satisfactorily, the grievant and/or Union may appeal within five (5) days to the Superintendent of Schools. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step Two.

a) Within ten (10) days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.

b) The grievant, the Union representative, and the worksite supervisor shall be given at least two (2) day's written notice of the hearing. Said notice shall contain the time and place of such hearing.

c) The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.

d) Within five (5) days after the hearing on the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons to all parties present at the hearing including the grievant.

Step Four: If a grievance involving the application or interpretation of this Agreement is not resolved satisfactorily, the Union may appeal within five (5) days to the Board. The appeal shall be in writing and shall include a copy of the original grievance and the decisions at Steps Two and Three. The Union may waive this step for any grievance filed. If this step is waived, the grievance may be appealed directly to Step Five upon mutual agreement of the Board and the Union if no satisfactory resolution has been reached at Step Three.

a) Within fifteen (15) days after receipt of the appeal, the Board shall hold a hearing if a regular Board meeting falls within that time period and legal requirements can be met. If a regular Board meeting does not fall within that time period or if legal requirements cannot be met, the Board shall hold a hearing at the next occurring regular Board meeting beyond that time period when legal requirements can be met.

b) The grievant, the Union representative or representatives, the worksite supervisor, the Superintendent, and the president of the Union shall be given written notice at least two (2) days prior to the hearing.

c) Within fifteen (15) days after hearing the appeal, the Board shall communicate its decision in writing together with its supporting reasons to all parties present at the hearing including the grievant.

Step Five: If a grievance is not resolved satisfactorily at Step Four, the grievant, through the Union, may appeal within five (5) days directly to the American Arbitration Association for binding arbitration.

a) The arbitrator shall be selected through procedures and governed by the rules established by the American Arbitration Association.

b) The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing.

c) The decision of the arbitrator shall be final and binding.

d) The cost of filing for arbitration through the American Arbitration Association, the fee and expenses of the arbitrator and any court reporter shall be borne by the losing party. Any other costs connected with arbitration shall be borne by the party incurring the costs.

e) Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement.

ARTICLE VII — WORKING CONDITIONS

SECTION A — Disciplinary/Dismissal Procedures

1. Any SRP who is suspended or discharged shall be notified in writing of the reason for such action.

2. Any SRP required to attend a meeting called by the worksite supervisor or designee for the purpose of a reprimand or for action leading to suspension or for an investigatory interview shall have the right of Union representation at such meeting. A worksite supervisor or designee holding a meeting for the purpose of a reprimand or for action leading to suspension or for an investigatory interview shall stop the meeting until Union representation can be obtained if the employee requests Union representation. This section shall not be interpreted to apply to conferences relating to observation or evaluation of work responsibilities.

3. An SRP will be advised immediately if the Board has initiated or is cooperating with the Education Practices Commission in an investigation of said SRP.

4. For the purpose of complying with the provisions of Section 231.3605, F.S., it is understood that "educational support employee" as defined in that Section includes members of the School Related Personnel collective bargaining unit.

5. All eligible SRP may be dismissed for good and sufficient reasons that are neither arbitrary nor capricious and do not violate any Federal or State law. "Eligible" means SRP who are not temporary or casual, have successfully completed an initial 90 calendar day probationary period established for Unemployment Compensation purposes and to comply with the provisions of Section 231.3605, F.S., and work 20 or more hours per week. If the normal working week of an SRP is established at 20 or more hours in any week during the year, the SRP shall be considered to have satisfied the hours per week requirement at that time and for the remainder of the work year.

6. The employment of eligible SRP shall continue from year to year unless the Superintendent gives written notice to the SRP of recommended termination. The written notice shall include the reasons for the recommendation of termination, a description of all evidence the Superintendent has to support the recommendation, and a description of the appeals process as set forth in paragraph 9.

7. In the event the Board reduces the number of SRP districtwide for financial reasons, the procedure to be followed will be negotiated with the Union as set forth in the Memorandum of Understanding entitled "Negotiations of Impact of SRP Continuous Employment Bill."

8. When the notice is issued to the SRP, the School Board may suspend the SRP with or without pay.

9. When an SRP receives a written notice of termination as set forth in paragraph 6, the SRP will have fifteen (15) calendar days from receipt to file with the Superintendent a written request for an appeal hearing before the Board on the proposed termination. The request must contain the basis for the appeal. Unless the Board and Union mutually agree to extend the timelines, the School Board will conduct a hearing on the SRP's appeal of the proposed termination of employment within thirty (30) calendar days of the receipt of the written request. The SRP shall be given

written notice of the scheduled hearing at least fifteen (15) calendar days prior to the hearing. At the hearing, the SRP and the Superintendent will have an opportunity to respond, to present evidence and argument on the issues involved, to conduct cross examination and submit rebuttal evidence, and to be represented by the Union, legal counsel, or any person deemed necessary. Presentation of a full case at this appeal hearing shall not preclude the Board, Union and/or the SRP from presenting a full case, including new information, witnesses, testimony, etc. at any subsequent grievance, DOAH and/or court proceedings. Unless the Board and Union mutually agree to extend the timelines, the Board shall communicate its decision in writing together with supporting reasons to the SRP within fifteen (15) calendar days after the Board reaches a decision.

10. Nothing in paragraphs 4 through 9 shall be construed to replace, diminish, or expand the grievance procedure specified in Article VI of this Agreement or a Chapter 120 hearing before a Hearing Officer of the Florida Division of Administrative Hearings pursuant to the Florida Administrative Procedure Act.

SECTION B — Position Vacancies

1. Whenever an SRP vacancy occurs in the school district, the Board shall publicize the same by giving written notice to the Union and by providing for appropriate posting in all worksites, to include posting in the school food service work area.

2. An SRP who desires to apply for any such vacancy shall file his/her application with the contact person named in the notice in the manner specified.

SECTION C — Transfers and Reassignments

1. Each SRP shall be notified in writing prior to the end of his/her work year whether or not he/she will be reappointed for the following fiscal year.

2. By April 15 of each year, the Board shall have posted in each worksite and the Personnel Director's office a list of those known SRP vacancies recorded in the District Office for the coming year.

3. SRP who desire a change in job classification or work location shall file a written request on MIS Form

#356, Request for Transfer or Change in Assignment/Position. Such request shall be reviewed by worksite supervisors when filling any vacant position and will remain valid for a period of twelve (12) months following date of application.

4. It is the Board's intention that the best qualified applicant be hired for each vacant position. The Board agrees to give full consideration to the professional background and attainments of applicants for vacancies. If the SRP is qualified for said position, he/she shall be interviewed by the appropriate supervisor. Applicants shall be notified in writing of the decision by the worksite supervisor.

SECTION D — Layoff Procedure

1. Layoff is defined as the reduction in force for lack of funds or change in allocation without fault on the part of any employee. Layoffs may occur due to staff reduction at a worksite or the closing of an existing facility. The Board shall notify the Union immediately upon determination that layoffs must occur.

2. In case of staff reduction at a worksite, volunteers for layoff will first be sought from among the affected SRP. In the event the number of volunteers is not sufficient, the SRP with the least seniority in the district among those assigned to the worksite at which the reduction must occur within the area of assignment affected shall be laid off first. "Area of assignment" shall mean specific job title. Should it become necessary to reduce the number of bus drivers/paraprofessionals at an alternative school for disruptive students, the school principal after receiving recommendations from the staff relative to program needs and needs of students, will determine the SRP to be laid off. SRP selected for layoff and the Union shall be given notice of the layoff and the reason therefore in writing.

3. An SRP who is laid off under provisions of this section shall be placed on leave without pay for a period of twelve (12) months. This leave may not be extended beyond one (1) year for any reason.

4. An SRP who is laid off under provisions of this section shall retain his/her seniority upon recall. Layoff

shall not be considered a break in service if the SRP is recalled under the Recall Procedure, Article VII, Section E.

5. An SRP who is placed on leave because of layoff shall have the right to unemployment compensation, and nothing contained herein shall be construed to abridge that right.

SECTION E — Recall Procedure

1. Laid off SRP shall be recalled to their job classification in inverse order of layoff.

2. Recall lists by job title shall be maintained district-wide, and positions shall be offered regardless of where they occur in the district, except that no school or department shall be required to fill more than 50% of its vacant positions by job title from recall lists unless no other vacant positions are available within the district. At an alternative school for disruptive students, the principal, after interviewing an employee on a recall list in which the school has a vacancy, may decline to hire the employee. An employee on a bus driver/paraprofessional recall list will be granted preference in hiring over outside applicants for district positions for which he/she possesses required qualifications provided that no recall lists exist for these positions and there are no laws or regulations which would bar this procedure. A bus driver/paraprofessional who wishes to claim this preference must notify the worksite supervisor and the District Personnel Office in writing of his/her intentions at the time of application for an advertised vacancy. Failure to make this notification will bar relief through the grievance process in the event preference is not granted. The Union shall be notified of all SRP on the recall list, in order of recall. This list shall be updated whenever there is a change in the SRP sequential recall order.

3. It shall be the responsibility of each laid off SRP to provide the Board with a telephone number and mailing address at which he/she can be reached or at which a message may be left during working hours. Telephone calls for the purpose of recalling SRP shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. when the District Office is in normal operation, based on the 251-day work calendar. The Union shall be provided with a copy of this calendar.

4. Before the recall procedure is initiated, the Union shall be notified that a position is being offered to a specifically named SRP. When a vacancy occurs in a position for which a recall list exists, the Board shall attempt to contact the person at the top of the list by telephone at least three (3) times per day over a three-(3) day period and offer the position to the SRP. A busy signal shall not count as an attempt to reach the SRP. In the event an SRP's telephone is out of order due to no fault of said SRP, the SRP shall be returned to the top of the recall list upon confirmation of this situation. In the event a person cannot be reached after these attempts, he/she shall be placed at the bottom of the list and notified of this action by certified mail. In the event a person cannot be reached after following this procedure two (2) additional times, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

5. The person at the top of the recall list for a specific position vacancy must respond within forty-eight (48) hours of an offer of a position. If the person does not accept the position, he/she shall be placed at the bottom of the recall list. If the SRP declines the second position offered by the Board, except as provided in Article VII, Section E, Paragraph 6, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board. It shall be the obligation of the notified SRP, except in an emergency, to respond to a job offer made under the provisions of this section. Non-response without cause shall be deemed to be a resignation for personal reasons.

6. When an SRP is offered a position at a worksite which is twenty (20) miles further from his/her residence than the SRP's previous worksite, he/she shall have the right to turn down two (2) such offers before being placed at the bottom of the recall list. When said SRP reaches the top of the recall list again, the Board shall offer him/her the next available position. If the SRP declines this position, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

7. If, after accepting a position, an SRP does not report to the new position within five (5) working days of the offer being made, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

8. If an SRP has not been recalled within twelve (12) months of layoff, the Board shall have no further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

SECTION F — Evaluation

1. Prior to September 15, all SRP shall receive a copy of the assessment instrument, and an explanation of the assessment process shall be provided. In the event an SRP is employed after other SRP have received this information, said instrument and explanation shall be given upon employment.

2. The worksite supervisor or designee making the evaluation shall meet with the SRP to discuss the SRP's strengths and weaknesses.

3. After each assessment of an SRP, the SRP or witness shall sign and be given a copy of the assessment instrument. The signature of the SRP shall not necessarily indicate agreement with the assessment but only acknowledges that he/she has read the report.

4. An SRP shall be given the opportunity to include his/her comments in writing concerning the assessment report. These comments shall be placed in the SRP's personnel file.

5. In the event an SRP is not performing satisfactorily, the worksite supervisor or designee shall advise the SRP in writing of the specific deficiencies in his/her performance and shall give the SRP reasonable time and assistance to overcome these deficiencies. The worksite supervisor or designee will: (a) notify the SRP in writing that deficiencies exist, (b) provide a full and complete explanation of deficiencies and suggested corrections, (c) offer administrative and supervisory assistance, and (d) provide reasonable time for correction for deficiencies. However, at

an alternative school for disruptive students, an SRP whose performance has not met the expectations of the principal shall be subject to involuntary transfer to another worksite twenty-five (25) days after the principal has provided the SRP with an opportunity to improve his/her performance and the performance continues to be below expectation. At any time during this period, beginning with the initial notification to the SRP that he/she may be subject to involuntary transfer, the SRP, upon his/her request, is entitled to union representation. At an alternative school for disruptive students the salary of an SRP who is involuntarily transferred to another worksite shall be no less than he/she would have earned at the alternative school for the remainder of the school year. SRP involuntarily transferred shall not be transferred to a worksite which is twenty (20) miles further from his/her residence than the alternative school for disruptive students.

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

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

8. All recommendations regarding continued employment except for positions affected by the layoff procedure shall be based upon information contained in the SRP's personnel file.

SECTION G — Staff Development

1. By February 1, the worksite supervisor and the SRP building representative will jointly conduct an election of all bargaining unit members at that worksite to elect a representative to coordinate SRP staff development activities there. The employee receiving the highest number of votes will be selected as that worksite's SRP staff development coordinator. All bargaining unit members at that worksite and the Union will be advised of election results.

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

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

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

5. When appropriate, SRP may serve as instructors for staff development components. The total compensation paid to SRP serving as instructors shall be one and one-half (1 1/2) times their regular hourly rate of pay for each meeting hour taught, and such SRP shall be paid for mileage necessary to perform his/her duties as instructor under this section. Such mileage payment shall be in accordance with Article XI, Section A, paragraph 3 of this Agreement.

6. Attendance at staff development components shall be voluntary except for those components required to implement additional programs or goals established by the Board, the Legislature, or federal grants.

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

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

SECTION H — Political Activity

1. All SRP shall have the freedom of political action when not engaged in their work assignments or other assigned responsibilities during the work day provided such action is within the laws of the United States of America and the State of Florida and their jobs are not used for their political advantage.

2. The right of all SRP to work and to vote for the party and candidate of their choice shall never be questioned, abridged, or denied by either the Board or the Union.

3. All SRP shall be entirely free from political domination, coercion, or the pretended necessity of making political contributions of money or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system or as members of the Union.

SECTION I — Work Day

1. Each SRP shall be granted at least a thirty (30) minute duty-free non-paid lunch period. However, at an alternative school for disruptive students, the thirty (30) minute lunch period for bus driver/paraprofessionals may not be duty-free and shall be included within their eight (8) hour work day.

2. Each SRP shall be granted one (1) fifteen (15) minute relief period during each three (3) to four (4) hour period of work during the work day. However, at an alternative school for disruptive students, the bus driver/paraprofessional shall be granted at least thirty (30) minutes of break time within his/her 8-hour day. The worksite supervisor shall designate the relief period for each SRP.

3. No SRP shall be required to work beyond their normal work day without additional pay. When overtime is necessary, an SRP who is not an exempt employee within the meaning of the Fair Labor Standards Act who works such overtime shall be paid at a rate of one and one-half (1 1/2) times his/her regular hourly rate for each hour in excess of forty (40) hours per week. With mutual agreement, compensatory time-off may be substituted for overtime pay.

4. Custodians will be employed for 6, 7, or 8 hours. In the event the custodial allocation does not permit employment at the hours stated above, a custodian may be employed for fewer hours.

5. Subject to the following conditions, a bus driver shall be guaranteed 4.5 hours of work per day including time for the completion of paperwork and the cleaning of his/her assigned bus:

(a) guarantee will be calculated on a bi-weekly pay period basis;

(b) the driver will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by either (1) working additional daily driving assignments (2) driving extracurricular trips or (3) cleaning spare buses; in the event a driver is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;

(c) when there is an open route at or above the guaranteed minimum hours, if a driver currently driving a route that is shorter than the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;

(d) route selection for the regular school year will occur seven (7) calendar days prior to the first work day for bus drivers.

6. If workdays are authorized for school food service employees, the activities to be accomplished during those days will take into consideration the needs at individual worksites.

7. Subject to the following conditions, a transportation assistant shall be guaranteed 4 hours of work per day during the regular work year;

a) guarantee will be calculated on a bi-weekly pay period basis;

b) the transportation assistant will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by substituting on other runs or, if substitute work is not available, by working in assigned schools; in the event a transportation assistant is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;

c) when there is an open route at or above the guaranteed minimum hours, if a transportation assistant currently assigned to a route that is shorter than

the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;

d) route selection for the regular school year will occur seven (7) calendar days prior to the first work day for transportation assistants;

8. A change in working hours will be announced to affected SRP as soon as it has been determined.

9. SRP at an alternative school for disruptive students may be required to work after their normal workday to attend emergency staff meetings for the purpose of crisis preparation and/or resolution, parent conferences, and scheduled open houses.

10. The practice of a second selection of ESE routes will be discontinued. No ESE bus driver or assistant will lose time after the initial route selection subject to the applicable conditions specified in Article VII, Sections 1-5 and 1-7.

SECTION J — Paid Holidays

All SRP shall receive six (6) paid holidays if they work a full work year for their position. Those SRP who work less than a full work year shall receive the paid holidays that fall within their period of employment. If an SRP is in a non-paid status both before and after a paid holiday, he/she shall not receive pay for the holiday.

SECTION K — Facilities

1. Where facilities permit, the Board shall provide, at no cost to the SRP, paved, off-street parking facilities for all SRP. Parking facilities for SRP shall be planned in conjunction with new school construction.

2. The Board agrees that SRP shall have the right to use existing employee lounge(s) at each worksite.

3. At least one (1) telephone shall be made available at each worksite for SRP use. The location of this telephone and those designated for SRP use in new schools shall provide as much privacy as possible. The Board shall not be required to install new telephones or move existing ones in order to comply with this language.

4. The Board shall make restrooms available exclusively for employee use.

5. The Board agrees that SRP shall have the right to use reserved dining areas designated for the use of employees in each school. SRP shall be permitted to take food from the school cafeteria during employee meal times to areas designated by the worksite supervisor.

SECTION L — Personnel Files

1. No materials related to an SRP's conduct, service, character, or personality shall be placed in the files unless the SRP has had an opportunity to read the material. The SRP shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she had read the material to be filed and does not necessarily indicate agreement with the content. In the event an SRP shall refuse to sign, a witness may sign to indicate that the SRP has received the material.

2. The SRP shall have the right to provide a written answer to any material in the SRP's file, and said answer shall be attached to the file copy and placed in the personnel file. Personnel files shall be maintained only at the District Office.

3. Communications of a nonprofessional nature shall not be placed in an SRP's file nor shall any anonymous information be placed in said file.

4. An SRP may request placement in his/her file of any such material pertinent to his/her professional career, performance, or qualifications. If the material that the SRP wishes to place in his/her file is not prohibited by this Agreement, the material shall be placed in his/her personnel file.

5. Grievances filed by any SRP under the grievance procedure outlined in this Agreement shall not be placed in the personnel file of any SRP nor shall they be used in any recommendation for job placement.

6. The SRP shall have the right to see and to receive copies of any material in his/her personnel file upon identifying himself/herself in person or upon written request. Cost of duplication, not to exceed twelve (12) cents per sheet, shall be paid by the SRP. Review of the file shall be in the

presence of the Director of Personnel, the Custodian of Records, or their designee.

7. Upon written authorization by the SRP, the Union shall have the right to see the SRP's entire personnel file.

8. All documents maintained concerning an SRP to be used for official purposes shall be kept only in the SRP's personnel file at the District Office.

9. Evaluations or changes in evaluations shall not be inserted into an SRP's file for any prior year after September 1 following that work year.

SECTION M — Parent-SRP Conferences

1. Except in the event of unusual circumstances, parent-SRP conferences shall be arranged by the worksite supervisor or his/her designee in accordance with the following guidelines; (a) consultation with the SRP involved and the establishment of time, date, and place of conference with all parties involved, (b) notification of the purpose of the conference if not initiated by the notified SRP, and (c) notification to the SRP of the confirmed conference time, date, and place.

2. Released time shall be granted to SRP when needed for parent conferences provided that the conference is arranged by the worksite supervisor or designee in accordance with the provisions of this section. At an alternative school for disruptive students, if it becomes necessary to schedule a conference after the regular work day of the SRP, the principal and the SRP will meet and mutually agree upon the date and time of the conference.

SECTION N — Miscellaneous

1. The SRP are essential persons in the educational process and shall be treated with dignity and respect.

a) Within the context of an appropriate setting, SRP shall be encouraged to provide input and suggestions in matters pertaining to their job duties.

b) Insofar as SRP are involved in disciplinary matters concerning students, administrators shall support SRP in disciplinary matters in a manner consistent with the facts of each incident, the disciplinary record of the student involved, the provisions of the Code of

Student Conduct, and any other factors which have a bearing on the matter under consideration.

2. The job title for teacher aides shall be Paraprofessionals.

3. The job title for transportation aides shall be Transportation Assistants and the job title for transportation maintenance aides shall be Transportation Maintenance Assistants, and the job title for health aides shall be Health Assistants.

4. No SRP shall be required to attend staff meetings, parent-SRP conferences, or other work related activities during his/her off duty time without additional compensation.

5. All SRP assigned to work at more than one (1) worksite shall have one (1) worksite designated as a home-base worksite. Such SRP shall receive their salary warrants at the home-base worksite.

6. All SRP assigned to work at more than one worksite on the same day shall be reimbursed for all mileage between the home-base worksite and other assigned worksites at the rate established for the payment of mileage. Travel time, as assigned, between worksites shall not be construed as lunch time.

7. No SRP shall be required, as a condition of employment, to participate in commercial solicitation regarding noninstructional materials.

8. An SRP who works at a worksite on double session or extended-day schedule shall receive full pay for a full day worked.

9. Following appointment by the Board, the SRP will be provided with the following; (a) duty hours and work assignment, (b) copy of data sheet which will contain information on salary schedule number, step placement, and pay rate, (c) copy of Education Supplemental Pay Plan, and (d) opportunity for orientation to work area.

10. Normally, SRP shall not be required by the worksite supervisor or designee to transport student(s) or equipment in his/her vehicle. However, at times the health or safety of a student may require that an SRP provide transportation for a student. In that event, the Board shall

reimburse the SRP at the authorized rate for mileage and shall maintain excess insurance coverage for such activities. Also, equipment required to perform the duties of a position shall be exempt from provisions of this section.

11. No SRP shall be required to present evidence of health, including but not limited to health certificates and tuberculosis skin test results, as a condition of continued employment except as provided in Florida Statutes, State Board of Education rules, and applicable Department of Education rules and regulations. The Board shall pay for all physical examinations required by law if they are performed by physicians approved by the Board for this purpose. It shall be understood that pre-employment physical examinations shall not be paid for by the Board. After extended personal illness of ten (10) or more successive days, an SRP may be required to present a doctor's statement testifying to the fitness of the SRP to resume the duties of the position held.

12. Any SRP who resigns from his/her position prior to the end of his/her normal work year shall be released from employment by the Board without prejudice provided that said SRP has given notice of such intent at least ten (10) calendar days prior to the termination date.

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

14. If, in the opinion of an SRP, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student. In the event there is no teacher responsible for the student at the time the incident occurs or the SRP is unable to identify the teacher responsible, the SRP may submit a written report of the incident to the worksite supervisor using the form which is appropriate for this purpose. The employee copy of this discipline referral form shall be returned to the employee who submitted the form when action is completed.

15. If, in the opinion of a transportation employee, a student is disrupting regular operation of a bus, the transportation employee may submit a written report of the incident to the principal using the form which is appropriate

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

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

17. In the event a paraprofessional who is approved for substitute service substitutes for an absent teacher for at least one-half (1/2) the teacher workday, the paraprofessional shall be paid at the higher of the following rates: substitute teacher pay or the paraprofessional's regular hourly rate.

18. The regular appointment date as a transportation assistant shall be used to determine the order for route selection.

19. The substitute or regular appointment date (whichever is earlier) as a bus driver shall be used to determine the order for route selection.

20. At an alternative school for disruptive students, assignment of bus drivers/paraprofessionals to bus routes shall be at the discretion of the principal based upon the needs of the students and the program(s) provided by the school.

21. At the end of their first year, SRP who volunteered to work at an alternative school for disruptive students shall have the right to return to their previous worksite position. If an SRP wishes to exercise this right, he/she must notify his/her current and previous worksite supervisors and the District Personnel Department in writing of his/her intentions prior to April 1. Failure to make this notification will bar relief through the grievance process in the event another person has been appointed to the previous worksite position for the next school year.

SECTION O — School Related Person of the Year

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

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

3. The Board shall recognize the SRP selected as School Related Person of the Year.

ARTICLE VIII — LEAVES OF ABSENCE

SECTION A — Rules Governing

1. Any SRP on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of military leave or the Union President's leave.

2. Any SRP on approved leave with pay shall be eligible for all benefits during the period of the leave including but not limited to retirement and retention of employment status.

3. During any approved leave of absence, the SRP shall have the right to participate in all group fringe benefit plans provided by the Board. In the event said leave is unpaid, the SRP shall be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions except as provided for FMLA leave.

4. Any SRP on approved, extended leave who returns to the position held prior to going on leave without a break in service shall be placed on the appropriate salary step upon return. If the SRP does not return to the position held prior to going on leave or if there is a break in service, salary step placement shall be governed by the rules in effect at the time of rehire. However, those SRP returning from military leave within the time legally stipulated shall be advanced to the appropriate position on the salary schedule as if they had been in actual service in the district.

5. Positions shall be held for SRP who qualify for unpaid leave under the following conditions: (a) unpaid sick leave not to exceed twenty (20) work days and, if eligible for health leave, the first seventy (70) days of such leave; (b) child rearing leave for up to one-half (1/2) the work year of the applicant; (c) military leave for the period of time obligated to serve; (d) education leave for a period not

to exceed one (1) year; (e) civic participation leave for up to one (1) year at a time for a period not to exceed the term of office; or (f) up to 12 weeks of FMLA leave; or (g) Union President's and Union-designated extended leave as explained in Article III, Section A, paragraphs 10 and 12. Upon request, an SRP shall be granted any unpaid leave listed in Section C under the conditions stated therein for which he/she qualifies for a period up to one (1) year, but his/her position shall not be held except for SRP who are granted civic participation leave, education leave, military leave, FMLA leave, or Union President's and Union-designated extended leave. Further, no extension of leave beyond one (1) year shall be granted except for civic participation leave, military leave, or Union President's and Union-designated extended leave.

6. Positions shall not be held for SRP on extended, unpaid leave except as provided above, and it is understood that the person returning from leave under these conditions shall be returned to the same position held upon applying for such leave if the position exists. Persons hired to replace SRP who are on extended, unpaid leave and whose position is being held will be notified prior to employment that their appointment is only for the period of time that the SRP is on leave. In the event that the SRP does not return from leave or extends his/her leave and no longer qualifies for the position to be held, the person occupying the position shall continue in the position. Prior to recommending approval of an extended, unpaid leave, the worksite supervisor shall inform the SRP in writing whether or not his/her position will be held for the return of the SRP from leave. If the position will not be held, the SRP will be terminated at the end of his/her leave. However, an SRP will be given consideration for other positions for which he/she may be qualified when he/she is ready to return from leave.

7. If an SRP has exhausted all paid leave and is still unable to work because of personal illness or injury, he/she will be granted unpaid sick leave for a period not to exceed twenty (20) additional work days, and his/her position will be held. If the SRP is still unable to return to work at that point, he/she shall be granted Health Leave under the provisions contained in Article VIII, Section C-5. If the SRP is

unable to return to work after the first seventy (70) days of Health Leave, his/her position will no longer be held.

8. An SRP who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the SRP is unable to notify the worksite supervisor or designee and said SRP is eligible for paid leave during his/her absence. Upon request by the worksite supervisor or designee, reasonable documentation, if the situation permits, and/or explanation will be furnished by the SRP at the earliest possible time.

9. When an SRP receives an unpaid leave of absence after the beginning of the second semester that extends to the end of the school year, the number of days remaining to be paid to the SRP shall be divided by the number of days in the SRP regular payroll check to determine the number of pay periods for which the school district will pay benefits except as provided for FMLA leave.

10. When bus routes are picked at the beginning of the school year, a bus driver or transportation assistant on extended leave for whom a position is not being held who wishes to return from leave and is otherwise qualified to pick a route will be permitted to do so in regular seniority order provided that a vacant bus driver or transportation assistant position exists at that time.

SECTION B — Paid Leaves

1. Sick Leave

a) Each SRP employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment during each year of employment and shall earn one (1) day of sick leave for each month of employment thereafter; such leave shall be credited as earned. Sick leave shall not be used prior to the time it is earned by the SRP.

b) The number of sick leave days earned during any one (1) year shall be equal to one (1) day for each month of employment completed during the regular school year.

c) For the purpose of earning sick leave, positions in which the work year consists of up to 215

days are ten (10) month positions; positions in which the work year is from 216—230 days are eleven (11) month positions; and positions in which the work year is 231 days or more are twelve (12) month positions.

d) SRP who work less than the full number of days in a position shall receive one (1) day of sick leave for each period consisting of twenty (20) work days. All fractions shall be rounded down to the nearest whole number for the purposes of establishing the number of sick days earned.

e) An SRP employed in summer school on a full-time basis will earn one (1) day of paid sick leave for each full month of employment. An SRP employed in summer school on a part-time basis will earn one-half (1/2) day of paid sick leave per month. Sick leave earned during summer school shall not be used for any purposes other than those specified in Article VIII, Section B-1 i.

f) The allotted summer school sick days shall be accrued on a cumulative basis. Sick days earned during the regular school year may be used during summer school session.

g) Any SRP who has accrued sick leave outside the district but in the State of Florida shall be credited on a day-for-day basis with all accrued leave. Said leave shall be credited in the same manner as sick leave earned within the district.

h) Sick leave shall be cumulative from year to year. There shall be no limit placed upon number of days an SRP may accrue.

i) Sick leave hours accrued shall be reported on each salary warrant stub.

j) Sick leave days may be used either for personal illness or emergencies as defined below:

1) Personal illness of the SRP.

2) Death or illness in the immediate family. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.

3) Extended illnesses and/or disability related to pregnancy if leave request is accompanied by a physician's statement of disability.

k) Sick leave will normally be deducted in half-day units or the equivalent thereof in hours. On no more than five (5) days per year, sick leave may be granted in hourly units on an hour of leave for an hour of absence basis provided that service to students is not interrupted.

l) An SRP must exhaust all paid sick leave and vacation leave before being permitted to take unpaid sick leave except for absence because of injury/illness-in-line-of-duty.

2. Illness-in-Line-of-Duty Leave

a) An SRP shall be entitled to illness-in-line-of-duty leave not to exceed ten (10) days during any school year because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Within three (3) days after the submission of a properly completed first report of illness or injury by an employee, the supervisor shall conduct an investigation and submit for administrative review a written report with his/her findings. Copies of the first report of illness or injury and the supervisor's report shall be furnished to the Union. Said administrative review shall be completed within two (2) days of receipt of the supervisor's report. ILD leave shall be granted only after investigation and review.

b) If the nature or extent of the illness or injury prevents an employee from submitting the first report of illness or injury, his/her supervisor shall submit the report on behalf of the employee.

c) In case of sickness or injury occurring under said circumstances, the Board may grant additional leave.

d) No leave granted under this provision shall be charged to accrued sick leave.

3. Personal Leave

a) SRP shall be allowed up to six (6) days of personal leave at full compensation during each year of employment. Such leave will not be cumulative and shall be deducted from accrued sick leave when used. Such leave shall not be used for recreational purposes, and the SRP may be required to give the reason for requesting leave to the worksite supervisor or designee. Said reasons may include family problems, household emergencies, legal business, transportation problems, or other stated reasons. When SRP cites one of the four reasons stated above, no additional explanation will be required.

b) On no more than five (5) occasions per year, personal leave charged to sick leave may be granted in hourly units on an hour of leave for an hour of absence basis provided that service to students is not interrupted.

4. Jury Duty

a) An SRP absent from school because he/she has been selected for jury duty, subpoenaed, or asked to appear as a witness in cases not involving personal litigation for matters not related to his/her employment shall be paid his/her regular salary by the Board.

b) Such time shall not be deducted from sick leave or vacation leave accumulations.

c) The SRP shall not be required to sign over to the Board any money received for such service.

5. Vacation Leave

a) SRP employed in a 12-month position shall earn vacation leave at the following rate:

Continuous Service	Proportion of Days of Leave Earned During Pay Period (Biweekly)
Up through 5 years	.5
6 through 10 years	.625
Over 10 years	.75

b) Continuous service shall be construed as employment with one (1) or more Florida State agencies without a break in service.

c) Authorized leaves of absence shall be considered continuous service.

d) An SRP shall not earn vacation time while on an approved leave without pay nor shall the time on such leave be credited toward years of experience.

e) A Florida State agency employee who terminates employment at any time other than the end of his/her work year will be considered as having a break in service unless employed by another Florida State agency within ten (10) days.

f) Consecutive employment in less than 251 day positions will constitute continuous service.

g) An SRP who terminates employment will receive a final payment of accrued vacation leave based on hourly rate on the date of termination.

h) An SRP who transfers from a vacation-earning position to a nonvacation-earning position must use accrued vacation time within the work year if the transfer is effective at the beginning of a work year or by the end of the next work year if the transfer is effective during a work year. If vacation time is not taken within these time limits, it will be forfeited.

i) No SRP shall be permitted to accrue more than thirty (30) days of vacation as of July 1 of each year.

6. Sick Leave Bank

A sick leave bank was established prior to the 1984-85 school year for the purpose of providing income protection to participating employees suffering personal illness or injury not otherwise compensated by the Board or Workers' Compensation. Bargaining unit members holding sick leave-earning positions shall be eligible to participate in this bank after one year of employment in the district and accumulating at least ten days of unused sick leave.

a) To become a member, eligible employees shall contribute one day of sick leave to the bank. Enrollment shall be open from the first work day in September through the last work day in September each year. Applications for use of the Bank may be obtained from the bargaining unit member's primary worksite.

b) Subject to the following conditions, members of this bank may receive paid sick leave days up to a maximum of 100 days in a year (October 1 through September 30):

1) the need must arise from the member's own personal illness or injury. If the personal illness or injury is catastrophic, a member may receive up to 100 days per year. If the personal illness or injury is less than catastrophic, a member may receive up to 20 days per year. In no event may a member receive more than 100 days per year from the bank.

2) all accumulated personal sick leave must have been exhausted.

3) five consecutive days of absence without pay must follow immediately after exhausting personal sick leave. However, if an employee has accrued vacation days, he/she may substitute five (5) days vacation leave in lieu of taking unpaid sick leave.

4) a certificate must be completed by a doctor describing the illness or accident.

5) the member must submit the application to his/her supervisor who will investigate the request and submit his/her findings, his/her recommendations, and the member's application and doctor's certificate to the chairperson of the administrative committee.

6) if days from the Bank are granted, they may start no sooner than the first day following the five (5) consecutive days of absence as specified in paragraph 3) above.

c) In the event a member has a preexisting condition on the date of enrollment, there shall be a 90-day waiting period before eligibility based upon disability due to that particular illness.

d) If a member draws 25 or more days from the bank in a given year and either returns to work or further withdrawal of days from the bank is refused,

his/her membership shall be suspended for the remainder of the year. Membership may be reinstated in the following year by meeting initial membership requirements.

e) The bank shall be deemed depleted when the balance reaches 1,200 hours. Participating members shall contribute one additional day each time the bank is depleted but not more than once per year. Upon bank depletion, each member shall be required either to contribute one additional day or to withdraw from membership. If a member elects to withdraw from membership or does not have one sick leave day to contribute, he/she shall be removed from membership and invited to reapply. In each case, initial membership requirements must be met.

f) An administrative committee shall administer the bank according to applicable laws, policies, and procedures. The composition of the committee shall be as follows:

1) the assistant superintendent for human resource development or his/her designee.

2) one transportation department employee elected by transportation department employees.

3) one custodial employee elected by custodial employees.

4) one school food service employee elected by school food service employees.

5) one secretarial or clerical employee elected by secretarial or clerical employees.

6) one maintenance employee elected by maintenance employees.

7) the supervisor of student services responsible for school nurses.

8) one paraprofessional employee elected by paraprofessional employees, and

9) the president of the Union or his/her designee.

10) With the exception of the assistant superintendent for human resources or his/her designee, the supervisor of student services responsible for school nurses, and the president of the Union or his/her designee, only participating members of the Noninstructional and Administrators Sick Leave Bank shall be eligible to serve on the committee to administer the Bank. Also, only participating members of the Bank shall be eligible to vote for committee members.

g) The Committee shall:

1) consider and approve/disapprove applications for withdrawal or days based on established criteria.

2) define "catastrophic" and may develop other guidelines, rules, and definitions for the purpose of administering the bank.

3) investigate alleged abuses and, on finding of a wrongdoing, the employees shall reimburse the district for all wages and fringe benefits paid to him/her.

h) The committee shall function as follows:

1) the assistant superintendent for human resource development or his/her designee shall be the chairperson. The chairperson shall conduct meetings, initiate and receive all correspondence, and generally administer the business of the committee.

2) a vice-chairperson may be selected by the committee and may conduct meetings at the request of the chairperson in his/her absence.

3) a quorum shall consist of four members plus the presiding officer.

4) the chairperson shall have no voting power except as a tie-breaker.

5) all members of the bank shall be given an annual report on the status of the bank.

6) the Superintendent and the Union shall be provided with a monthly report on the condition of the bank.

7. Sabbatical Leave

Subject to the following conditions, an SRP with seven (7) or more years of satisfactory continuous service in the Pasco County Public School System may be granted a sabbatical leave of absence for a period not to exceed one (1) year for the purpose of completing a bachelor's or master's degree:

a) No more than one (1) SRP at a time shall be placed on sabbatical leave during any school year.

b) No SRP shall be eligible for this leave more than one time in each seven (7) year period.

c) To be eligible, an SRP must be enrolled in a bachelor's or master's degree program of a college or university approved by a regional accrediting association such as the Southern Association of Colleges and Schools (SACS), intend to take a full academic load, and have completed enough of the required work to be eligible to complete the degree during the sabbatical period. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. If all work for the degree is not completed prior to the first work day of his/her employee classification after the expiration of the sabbatical leave or if the SRP requests termination of the leave prior to the agreed-upon date, the SRP shall reimburse the Board within one (1) year of the expiration or termination of the sabbatical leave for the full amount of the leave plus eight percent (8%) interest. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave.

d) Sabbatical leave may be granted if satisfactory arrangements can be made for the smooth operation of the school system.

e) SRP on sabbatical leave will be paid 50 percent (50%) of the salary which would normally have been drawn during the time of the leave.

f) An SRP making application for his/her first sabbatical leave shall be given preference over one who has been previously granted sabbatical leave. In the event more than one applicant meets the criteria for sabbatical leave, the Superintendent shall select the SRP to receive the sabbatical.

g) An SRP granted sabbatical leave is required to serve at least three (3) years in the district after expiration of the leave. In the event such SRP should accept other employment instead of working for Pasco County for the full three (3) years as specified above, he/she would be required to reimburse the Board as follows:

1) Zero (0) years of return service — the full amount of the sabbatical.

2) One (1) year of return service — two-thirds (2/3) of the amount of the sabbatical.

3) Two (2) years of return service — one-third (1/3) of the amount of the sabbatical.

All monies owed would be due within two (2) years of the last day of work of the employee. Eight percent (8%) interest will be charged on the unpaid balance on the yearly anniversary of the last day of work.

h) Application for the sabbatical leave shall be made prior to the reappointment of personnel for the following year in order to allow time to arrange for adequate replacement.

i) Upon request, the Board shall provide the Union with a list of SRP who applied for sabbatical leave and a list of SRP who have been granted sabbatical leave.

SECTION C — Unpaid Leaves

1. Child Rearing Leave

a) A leave of absence without pay for a period of up to one (1) year shall be granted for child rearing. Said leave shall be granted in connection with child-birth, adoption, or death of the other parent.

b) Requests for such leave shall be made in writing to the Office of the Superintendent at least thirty

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

2. Military Leave

All SRP drafted for military service or called to active duty with reserve components shall be granted a leave of absence without pay for the period of time obligated to serve except as provided in Section 115.07, Florida Statutes. A copy of the military orders shall be attached. Effective July 1, 1987, the "annual period" referred to in Section 115.07, Florida Statutes, shall be from July 1 through June 30.

3. Education Leave

Upon request, an SRP with two (2) or more continuous years of service in the district may be granted a leave of absence without pay for a period not to exceed one (1) year for the purpose of furthering his/her formal education under the following conditions: (a) the SRP must complete at least fifteen (15) credit hours each semester or the equivalent number of credit hours each quarter or the equivalent technical or trade credit while on leave; (b) the SRP must be enrolled as a degree-seeking student or equivalent technical or trade certification; (c) the SRP must attend a college or university accredited by a regional accrediting association or, in the case of a trade or technical school, an equivalent accrediting association. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. In the case of an SRP attending a trade or technical school, the program in which the SRP is enrolled must be one which, in the judgment of the Board, is perceived to be of benefit to the district. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave. Such leave shall not be granted more than once in any five (5) year period.

4. Civic Participation Leave

a) Upon request, an SRP shall be granted civic participation leave without pay.

b) Such leave includes, but is not limited to, the following: election or appointment to a constitutional office in a federal, state, county, or municipal government or subdivision thereof.

c) The SRP shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter. Such leave shall be renewed yearly, upon application, for a period equal to the term of office to which said SRP has been elected or appointed.

5. Health Leave

Upon request, an SRP shall be granted a leave of absence without pay for up to one (1) year for reasons of poor health as certified by a licensed medical physician. Such leave shall not be granted more than once in any five (5) year period.

6. Extended Personal Leave

a) Upon request, an SRP with two (2) or more continuous years of service in the District shall be granted a leave of absence without pay for up to one (1) year for other reasons than those stated in C-1, C-2, C-3, C-4, or C-5 provided that the primary purpose shall not be to engage in gainful employment.

b) The reason for such request shall be stated in the application for leave.

7. Family and Medical Leave Act (FMLA)

a) The Board will grant an eligible employee (as defined in Part C of this section) up to a total of twelve weeks of leave in a twelve-month period for one or more of the following reasons:

1) the birth of a child of the employee and care following the child's birth.

2) the adoption of a child by the employee including the events and process leading to adoption, and care following the adoption.

3) the placement and/or care of a child in the foster care of the employee.

4) the care of a child, spouse or parent of the employee who has a serious health condition (as defined in Part a-5). For purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under State law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child — this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

5) The treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment or physical or mental condition that involves:

a. any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice or residential medical care facility);

b. any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a healthcare provider; or

c. continuing treatment by (or under the supervision of) a healthcare provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.

b) The twelve-month period for entitlement under this section will be measured from July 1 through June 30.

c) In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve-month period immediately preceding the unpaid leave. Holidays, earned sick leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation above. Sick Leave Bank, workers' compensation, suspension with pay, and sabbatical leave time will not be counted.

d) Leave, except for certain exceptions described in Part E for instructional employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.

e) This section applies to restrictions on leave taken by instructional employees as mandated by federal law in the Family and Medical Leave Act (FMLA).

f) Leave for the birth, adoption or placement of a child with an employee as described in Subparagraphs A(1), A(2), and A(3), must conclude within one year from the date of the birth, adoption or placement of the child.

g) The leave mentioned in this section is subject to the following restrictions and privileges:

1) An employee must first use all available earned paid sick leave before unpaid FMLA leave will be granted.

2) The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.

3) The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.

4) It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.

5) The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty days, unless:

a. the employee requests an extension of leave;

b. circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or

c. the employer receives information that casts doubt upon the continuing validity of the documentation.

6) If the Board pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. If an employee fails to return to work for the Board after FMLA leave, the Board shall take necessary steps to recover its share of the health benefit premium payments made on the employee's behalf during a period of unpaid FMLA leave unless the employee's position has been affected by reduction in force and/or layoff.

7) An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave.

8) The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption or planned medical

treatment, the employee must provide at least 30 days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.

9) Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.

10) The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation and fitness to return to work.

11) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.

h) Intermittent Leave or Reduced Leave — An eligible employee who is entitled to a twelve-week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly work hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health condition of the employee or of the child, spouse or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained.

The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993, currently §825.205 of the Interim Regulations.

i) Effect of Leave on Board-Paid Benefits

During the period of leave governed by this section, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, vision, life, and Vista benefits.

ARTICLE IX — SAFETY AND HEALTH

SECTION A — Safety

1. The Board shall provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to safety.

2. The Board shall indemnify and save harmless all SRP from any claims, demands, suits, and causes of action of any kind whatsoever arising out of unsafe and/or hazardous conditions within the worksite.

3. If an SRP observes a condition which he/she considers to be creating a health or safety hazard, he/she shall inform the administrator in charge of the facility where the condition is observed.

4. SRP shall receive appropriate training in the use of all equipment and machinery required to be used in the performance of their duties. The Board shall not require any SRP to perform tasks which endanger his/her safety, provided that this shall not be applicable in any emergency circumstances where the safety of students warrant intervention by an SRP.

5. It shall be the Board's responsibility to provide special safety clothing required by federal or state law or rule or Board policy.

6. Any SRP shall immediately report any instance involving the use of physical force to protect himself or another employee and/or student, or the restraining of disruptive students, and any case of assault on or threat to

the employee in connection with his employment to the worksite supervisor or designee. If requested, the SRP shall give in detail the circumstances thereof in writing.

7. Safety Promotion Program

a) District Safety Committee

1) The Union President or his/her designee shall be appointed as a member of the District Safety Committee.

2) At least one (1) member of the District Safety Committee shall be an SRP.

3) When meetings are held during duty hours, SRP committee members will be released without charge to sick or vacation leave.

b) Worksite Safety Committee

1) At least one (1) member of the worksite safety committee shall be an SRP at the worksite unless no SRP volunteer for service on the committee.

2) When meetings are held during duty hours, SRP committee members will be released without charge to sick or vacation leave.

SECTION B — Workers' Compensation

Any SRP employed by the Board and injured while performing his/her duty shall be protected as provided by the Workers' Compensation Act.

1. Injury and Illness

a) In the event an SRP is injured in the discharge of duty and/or suffers from an illness arising out of such injury and/or contracts an infection or disease resulting from student contact, said SRP shall be entitled to injury/illness-in-line-of-duty leave for a period not to exceed ten (10) days. In addition, the Board may grant additional leave for such term as deemed appropriate.

b) During the course of absences under this section, the SRP shall receive an amount not to exceed his/her normal compensation and shall be entitled to continue full benefits. In addition, payments shall be

made to SRP for damage to dentures, eyeglasses, prosthetic devices, and artificial limbs when the damage results from an accident occurring in the normal course of employment.

c) When an SRP is absent from his/her working responsibilities as a result of any provision in this section, there shall be no deduction made for sick leave allowance credited to such SRP.

2. Absence from work related to an injury/illness-in-line-of-duty during the school year in which the ILD occurred shall not cause an SRP who is otherwise eligible and is drawing Workers' Compensation benefits to lose credit for seniority, step increases, insurance benefits, or contributions to the Florida Retirement System.

3. Any SRP who has any claim for compensation while absent under this section shall file a claim in the manner prescribed in Section 231.40(2)(b), Florida Statutes. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.

SECTION C — Assault, Battery or Threat Against an SRP; Disability or Death of an SRP

1. Any case of assault or battery upon or threat against an SRP in the performance of his/her duty shall be promptly reported to the worksite supervisor. SRP who are involved in such cases shall not lose regular salary and benefits for any time lost from their duties when their presence is required before a judicial body. The Board shall provide legal counsel to advise the SRP of his/her rights and obligations in respect to such assault or battery or threat and shall promptly render assistance necessary to the SRP in connection with the handling of the incident by law enforcement and judicial authorities.

2. Compensation for death or disability shall be paid in accordance with the provisions of the Workers' Compensation Law.

SECTION D — Personal Property

1. The Board shall budget a sum of \$2,000.00 for the 1987-88 fiscal year for reimbursement to any SRP upon proof of claim for clothing and/or personal property destroyed or damaged as a result of any assault or vandalism upon said SRP in the course of his/her employment or from any act by the SRP for the purpose of preventing injury to persons or damage to property located on the worksite during the times when the SRP is on said worksite during any worksite-related activity. No claim covered under other provisions of this Agreement shall be paid from this account. If any portion of this fund is not expended in the first year of this Agreement, an amount equal to the unexpended sum shall be budgeted in addition to a sum of \$1,000.00 for each year after the 1987-88 fiscal year, provided that the sum carried over from the previous year and the sum budgeted for the new year shall not exceed \$3,000.00. If the sum budgeted for the new year and the sum carried over from the previous year would exceed \$3,000.00, the Board's contribution for the new year would be reduced to the amount required to reach a total of \$3,000.00.

2. If said clothing and/or personal property is insured, the SRP must submit a claim to the appropriate insurance company. In the event of full reimbursement for such claim, the Board shall make no payment. If the insurance company reimburses all but the deductible amount specified in the SRP's policy, the Board will pay an amount equal to the deductible amount. If the claim is for less than the deductible amount specified or the clothing or personal property is not insured, the Board will pay an amount equal to the current value of the property.

3. In order to receive reimbursement, the SRP must:
(a) report within one (1) hour to the worksite supervisor or, if the worksite supervisor is unavailable, leave a written message for the supervisor with a member of the office staff that he/she has brought to the worksite an item valued at more than \$500.00, other than personal vehicle, (b) report the vandalism or destruction to the worksite supervisor, (c) notify the law enforcement agency having jurisdiction unless the employee and supervisor mutually agree not to make

the notification, and (d) complete the Comprehensive Accident/Injury/Loss form and submit it to the worksite supervisor.

4. In the event the claim is for vandalism to the SRP's personal vehicle, a copy of his/her automobile insurance policy declaration page and an estimate for repair must be included with the Comprehensive Accident/Injury/Loss form.

SECTION E — Liability

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with Arthur J. Gallagher and Company and pertinent insurance carriers for the duration of this Agreement. Any SRP who has any claim under provisions of said policy may file such claim with the Board. The Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.

ARTICLE X — SUMMER SCHOOL

SECTION A — Filling of Positions

1. Announcements of summer school dates and tentative positions will be posted in each worksite in the district and in the District Office and given to the Union immediately after noninstructional positions for summer school are approved by the board.

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

3. When filling summer school SRP positions, SRP within the bargaining unit shall be given priority over other applicants.

4. An SRP who is selected to work during summer school shall be informed by the worksite supervisor of the summer school position to which the SRP will be assigned, days and hours to be worked, hourly rate of pay, and scheduled pay dates as early as possible but no later than the last day of student attendance.

SECTION B — Compensation and Contingencies

SRP authorized to work in summer school shall be paid at the rates established in Addendum A of this

Agreement, and the Board will make the normal contributions for Social Security and State retirement. The Board will notify the Union of the summer school pay dates, along with the number of days to be paid in each check, no later than the last working day for SRP in the current school year.

ARTICLE XI — SALARY AND SCHOOL RELATED PERSONNEL WELFARE

SECTION A — Salary Schedule and Remunerations

1. The regular salary schedules, attached as Addendum A, shall be adhered to for all SRP for the 1993-94 school year.

2. Placement on the salary schedules, entitled Addendum A, shall follow the rules attached to and included in the schedules.

3. Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued.

4. An SRP whose regular work schedule extends beyond 5:00 p.m. shall be paid in addition to his/her regular pay rate, a night differential of \$.05 (five cents) per hour for each hour worked after 5:00 p.m. The shift differential shall be increased to ten cents per hour for 1994-95 effective January 1, 1995. This differential shall not be paid when paid duty leave is used.

5. Salary warrant stubs shall contain gross salary for each pay period, an itemized accounting of payroll deductions/reductions made during each pay period, net salary figures per pay period, accrued sick leave, and accrued vacation time.

6. The Board agrees to provide each SRP with his/her W-2 form in a sealed envelope on or before January 31.

7. All Board approved payroll deductions/reductions authorized by the SRP shall be made by the Board at no cost to said SRP. Such deductions/reductions shall be remitted to the proper agencies within five (5) days after the payroll date in which the deduction/reductions are made.

8. Underpayment and Overpayment

a) In the event any SRP feels that he/she has been underpaid, the following procedures shall be followed:

1) Said SRP shall notify in writing the Superintendent or his/her designee of alleged underpayment and the supporting reasons for the allegation.

2) The Superintendent or his/her designee shall investigate the above allegation and notify the SRP in writing, providing an explanation and/or verification of the allegation within ten (10) days of the complaint.

3) In the event that an underpayment has been verified, the SRP shall receive the full amount of underpayment in the salary warrant issued for the pay period immediately following the pay period in which the verification occurs.

4) Retroactivity for underpayment shall be limited to the past two (2) years in which the allegation of underpayment is made.

b) In the event an underpayment is discovered as a result of something other than an allegation by an SRP, the SRP shall receive the full amount of underpayment in the salary warrant issued for the pay period immediately following the pay period in which the verification occurs.

c) In the event any SRP is overpaid by the Board, the following procedure shall be in effect:

1) Notification of said overpayment shall be provided in writing to the SRP. Said notification shall contain the supporting reasons for and dates of overpayment.

2) The SRP shall reimburse the Board the full amount of verified overpayment on a basis mutually agreeable to the SRP and the Superintendent or his/her designee. Said repayment shall not extend beyond the oncoming fiscal year.

3) Retroactivity for overpayment shall be limited to the past two (2) years in which the overpayment is identified.

9. Salary warrants will be delivered not later than 3:00 p.m. on each pay date. However, salary warrants may be picked up by all personnel until the end of the regular workday at each worksite. The Board will maintain all possible confidentiality of pay information. The person responsible for verifying the accuracy of the warrant shall seal the warrant envelope.

10. The Board shall make provisions upon request and approval by any unit member to deposit his/her paycheck directly to the Suncoast Schools Federal Credit Union. Said check will be mailed for deposit no later than 4:00 p.m. on the day preceding each payday and will be credited for withdrawal in accordance with the procedure established by the Credit Union.

SECTION B — Fringe Benefits

1. The Board agrees to contribute at an annual rate of no more than \$2,744.34 toward the cost of the same benefits package for the 1994-95 school year. An alternate program shall be provided for bargaining unit members who choose not to take advantage of the major medical coverage.

2. It is agreed that the Board and the Union shall appoint an Insurance Committee consisting of six (6) members - three (3) representing the Board and three (3) representing the Union - for the purpose of reviewing rates and investigating and recommending coverages to the Board and the Union for the purpose of negotiating the aforementioned insurance in subsequent years. The Committee shall meet no later than April 1 of each year.

3. School Food Service employees, bus drivers, and transportation assistants who work four (4) hours or more per day or twenty (20) hours or more per week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. All other SRP who work six (6) hours or more per day or thirty (30) hours or more per week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. SRP eligible for insurance benefits on November 19, 1987, shall continue to receive insurance benefits as long as they maintain current eligibility until such

time as their employment with the district is terminated. If a person earning insurance benefits on November 19, 1987, drops below the work hours necessary to earn insurance benefits, he/she will lose said benefits. When the SRP's hours are increased to at least four (4) hours, he/she again would earn insurance benefits. If a bus driver or transportation assistant works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for the remainder of the school year even if his/her hours drops below the minimum required for coverage. If a school food service assistant works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for sixty (60) calendar days after the end of the month in which his/her hours drop below the minimum needed for coverage or until the end of the SFS quarter in which his/her hours drop below the minimum needed for coverage, or until the end of the SFS quarter in which his/her hours drop below the minimum needed for coverage, whichever is longer.

4. Health insurance is effective the first day of the month occurring thirty (30) calendar days after the first day the SRP becomes eligible. In the event eligibility is established after the normal effective date has passed, if the SRP desires insurance coverage retroactive to his/her normal effective date, he/she may choose coverage provided by the indemnity carrier only. If dependent coverage is desired, it must carry the same effective date as employee coverage.

5. All SRP shall be given the option of choosing dependent coverage, and the cost of such coverage which exceeds the individual premium cost shall be deducted, upon authorization, from said SRP's salary warrant. The rates for dependent coverage shall be provided to the Union prior to the annual open enrollment period and to the bargaining unit members on the first day of the annual open enrollment period.

6. The open enrollment for health insurance shall be a minimum of thirty (30) days during the period this activity was accomplished during the 1987-88 fiscal year. A change in this period in subsequent years may be made with the mutual consent of the Board and the Union.

7. Any SRP whose dependent status changes who wishes to add or delete dependent coverage after the enrollment period shall be restricted only by the provisions of the contract issued by the participating insurance carrier.

SECTION C — Payroll Deduction for Additional Benefits

1. The parties agree that the Union will be provided with two (2) payroll deduction slots in addition to the dues deduction slot. These slots will be used for Union-designated programs to include but not be limited to purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donations; or other Union-sponsored voluntary deduction programs for bargaining unit members.

2. The Union agrees to reimburse the Board for any actual start-up or programming costs incurred which are normally charged to other groups who benefit from payroll deduction services.

3. A single payment will be remitted after each pay period to a depository designated by the Union for each of the two (2) additional payroll deduction slots.

SECTION D — Early Retirement Annuities

1. The Board shall purchase through the bidding process the most economical single-payment annuity for all bargaining unit members who have attained the age of 50, who have 25 or more years of creditable service and who have reached the final step on their salary schedule, and who have applied for retirement under the Florida Retirement System (FRS). Such an annuity shall yield an annual amount of money equal to the difference between what the employee would have received if the employee retired at age 62 with the same amount of present retirement credit and what he/she would receive from FRS due to early retirement.

2. This provision shall not prohibit the Board from paying additional retirement bonuses provided for in this Agreement or future bonuses agreed to by the Board and the Union.

3. No employee shall be required by the Board to take advantage of the provisions of this article.

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

5. If an employee chooses one of these aforementioned early retirement options, the Board will have no further obligation toward his/her retirement benefits.

SECTION E — Meritorious Attendance Incentive Pay

1. Retirement Incentives

The District School Board of Pasco County will provide meritorious attendance incentive pay to members of the bargaining unit at normal retirement (retirement under any established retirement plan with full or reduced benefits as provided by law) or to the bargaining unit member's beneficiaries if service is terminated by death. Meritorious attendance incentive pay shall be determined as follows:

a) During the first three (3) years of service in a Florida school district, the daily rate of pay multiplied by 35 percent (35%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

b) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 40 percent (40%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

c) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 45 percent (45%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

d) During and after the tenth (10th) year of service in a Florida school district, the daily rate of pay multiplied by 50 percent (50%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

e) During and after the fifteenth (15th) year of service in the Pasco school district, the daily rate of pay multiplied by 75 percent (75%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

f) During and after the twentieth (20th) year of service in the Pasco school district, the daily rate of pay multiplied by 100 percent (100%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

2. Separation Incentives

If employment is terminated for any reason other than retirement or death, members of the bargaining unit shall receive one-half (1/2) the percentage of all accumulated sick leave as stipulated in the schedule in Article XI, Section E, paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), and 1(f). This language shall not apply to employees who choose to transfer their accumulated sick leave to another Florida school district.

SECTION F — Group Medical Benefits Recovery Incentive Program (Indemnity-PPO and HMO Programs)

The District School Board of Pasco County agrees to establish a Group Medical Benefits Recovery Incentive Program. This program is designed to provide a cash incentive to employees who discover and arrange for the recovery by the Group Benefits carrier/administrator of overcharges made on their own or insured dependents' medical bills which in turn result in benefit dollars saved by the employees' Group Medical Benefits Plan.

1. The cash incentive paid to an insured employee who discovers an overcharge on a medical bill for that employee or his/her dependent and paid as an allowable charge by the School Board benefits carrier/administrator shall be fifty percent (50%) of the amount of the overcharge that is recovered by the benefits carrier/administrator as a result of direct negotiations between the employee and the provider and shall be limited to a maximum of \$1000 for each overcharge. No refund shall be made to the insured employee until the group carrier/administrator receives the actual refund from the provider of service.

2. For purposes of the cash incentive, only hospital expenses, clinical laboratory charges, physician fees, and other eligible medical expenses covered by the Group Benefits Plan shall be considered in determining the amount payable to insured employees under this program.

3. The employee shall contact the Union office to obtain a Request for Reimbursement form and procedures. After the overcharge has been recovered, the Group Medical Benefits carrier/administrator shall disburse a check to the employee in the amount of the cash incentive. Cash incentives are considered income to employees for tax purposes and subject to being reported on their federal income tax return.

4. The Board shall not get involved in resolving any differences between the employee and the medical providers of service with respect to disputed charges. Insured employees shall be solely responsible for handling such disputes.

SECTION G — Education Supplemental Pay Plan

1. Supplemental pay may be earned in the following ways:

a) The District Staff Development Plan

1) Each SRP may earn up to 60 points each year for education supplemental pay purposes by successfully completing those components designated as job-related by the Director of Staff Development and Communications.

2) For each 96 points thus earned, a \$3.61 bi-weekly supplement will be awarded (based on a 7.5 hour day).

OR

b) Adult Education Courses

1) Each SRP may earn points each year for education supplemental pay purposes by successfully completing those adult education courses designated as job-related by the appropriate administrator-Director of School Food Services for SFS workers, Supervisor of Maintenance for maintenance workers and custodians, Director of Transportation for bus drivers, etc.

2) One (1) point shall be awarded for each adult education course clock hour.

3) For each 96 points thus earned, a \$3.61 bi-weekly supplement will be awarded (based on a 7.5 hour day).

OR

c) College Credit Courses

1) Each SRP may earn points each year for education supplemental pay purposes by successfully completing college courses taken at a college accredited by one of the regional accrediting associations or at a college accredited by an association which is a member of the Council on Post Secondary Accreditation (COPA).

2) For each six (6) semester hours of credit earned, a \$3.61 bi-weekly supplement will be awarded (based on a 7.5 hour day).

d) Combinations

1) Staff development points, adult education courses, and college credit courses may be combined thusly: one (1) semester hour of college course credit = 16 points and one (1) adult education course clock hour = one (1) point.

2) No duplication will be permitted.

e) Supplement Ceiling

A maximum of \$79.42 bi-weekly may be earned under this plan (based on a 7.5 hour day).

f) Responsibility to Notify

1) It will be the responsibility of the employee to notify the Director of Personnel of his/her eligibility for education supplemental pay and provide any necessary supporting documentation.

2) Beginning July 1, 1982, the addition due to education supplemental pay shall be effective for the pay period following the receipt of the necessary documentation in the District Personnel Office and evaluation and approval by the Director of Personnel or his designee. Beginning July 1, 1989, any increase due to education supplemental

pay shall be retroactive to the beginning of the first pay period following completion of the inservice in which an employee reaches or exceeds 96 points.

g) Eligibility

SRP in positions which were paid on an hourly or daily rate as of June 30, 1986, are eligible for education supplemental pay. For positions established after July 1, 1986, the Director of Personnel shall establish eligibility.

ARTICLE XII — RULES GOVERNING THIS AGREEMENT

SECTION A — Conformity to Law

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction and no appeal has been taken within the time provided for doing so, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) upon receipt of notice from the federal or state government or other designated auditing agencies that provisions of this Agreement shall result in a loss to the district of funds, property, or services made available through federal and/or state law, then that provision shall be of no force or effect but the remainder of this Agreement shall remain in full force and effect. Substitute action shall be subject to appropriate negotiation between the parties.

SECTION B

The articles in this Agreement supersede and override conflicting items in Board policies. Further, the Board agrees that said policies shall be amended to conform to the provisions of this Agreement.

SECTION C

Whenever any notice is required to be given either party to this Agreement by the other party, either shall do so by registered letter at the following address:

IF TO THE UNION: P.O. Box 1098
Land O' Lakes, Florida 34639

IF TO THE BOARD: 7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34639

ARTICLE XIII — DURATION

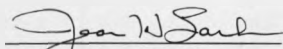
1. This Agreement shall remain in full force and effect until midnight, June 30, 1996, and shall be renewed automatically from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after the giving of such notice.

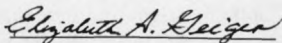
2. During any reopening of negotiations for changes to take effect during the term of this Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.


3. This Agreement may be reopened for the 1995-96 school year on Addendum A, salaries, items affected by legislation, mutual consent of both parties, all currently established Memorandums of Understanding, and up to three (3) additional items.

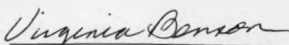
4. The agreements contained herein constitute the full and complete agreement between the Union and the Board and shall not be changed, altered, modified, or amended by either party except as provided in paragraphs 2 and 3 above.

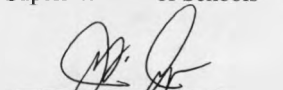
IN WITNESS WHEREOF, THE FOLLOWING HAVE SET THEIR SIGNATURES AND SEALS THE 15th DAY OF NOVEMBER, 1994.

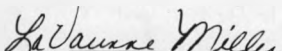

Chairperson of the Board


President of the Union


Superintendent of Schools


SRP Vice President of the Union


Chief Negotiator for the Board


Chief Negotiator for the Union

ADDENDUM A

RULES GOVERNING THE SALARY SCHEDULE

1. All SRP shall be paid according to their job title, salary schedule, and the rules governing that schedule.

2. Effective November 17, 1987, any SRP employed in Pasco County whose service is interrupted due to active military service shall be granted experience for a maximum of four (4) years as if he/she had been serving within the district.

3. In order to receive credit for a year of Pasco continuous service, an SRP must be in paid duty status one day more than 1/2 of his/her work year. However, in the event an SRP is reassigned or promoted, credit will be given if that person would have received credit in either position. An SRP who receives credit for a year of Pasco continuous service will advance one (1) step on the salary schedule.

4. Pay dates for the 1995-96 school year and the number of salary warrants will be negotiated during the 1995-96 negotiations.

5. In the event that any regular pay date falls on a weekend or during any holiday period, paychecks shall be issued on the last working day preceding said weekend or holiday period.

6. An SRP who terminates his/her employment during the school year shall receive all pay owed him/her within twenty (20) days of the termination date.

7. SRP who have pay warrants due after their last day of work may leave a stamped, self-addressed envelope for each warrant due with the worksite supervisor who will mail the warrant(s) to the SRP.

8. Upon Union request, step increases for the 1995-96 school year shall be withheld to allow restructuring of the salary schedules.

SERVICE FACTOR

To be eligible to receive the Service Factor, an SRP must have earned at least one year's credit of Pasco continuous service since arriving at the top step of his/her salary schedule.

The Service Factor is determined by multiplying .01 times the number of years of Pasco District employment times the number of hours worked daily times the length of the individual SRP's work year to equal an amount. This amount is spread equally over the SRP's pay dates.

ECONOMIC PACKAGE

1. SALARIES

a) Current SRP salary schedules (1993-94) shall remain in effect for 1994-95. The step increase shall be granted plus \$375,000 retroactive to the first work day of the SRP during the 1994-95 fiscal year. If the shortfall caused by the decline in ad-valorem tax collections is restored to the District, 78% of this amount will be made available to the Union for salaries to be distributed between the two bargaining units.

b) Current Education Supplemental Pay rate (1993-94) shall remain in effect for 1994-95.

c) Current summer school pay rates (1993-94) shall remain in effect for 1994-95.

d) Current supplements (1993-94) shall remain in effect for 1994-95.

e) The shift differential shall be increased to ten cents per hour for 1994-95 effective January 1, 1995.

2. FRINGE BENEFITS

The Board agrees to contribute at an annual rate of no more than \$2,744.34 toward the cost of the same benefits package for the 1994-95 school year. An alternate program shall be provided for bargaining unit members who choose not to take advantage of the major medical coverage.

MEMORANDUMS OF UNDERSTANDING Asbestos Exposure Procedure

The Board and the Union agree that school employees,

in the course of performing their job responsibilities, may suspect that they are working with asbestos-containing materials.

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

1. The employee will stop work immediately.
2. In the area where the event occurred, the employee will put on the provided protective clothing over his/her work clothes and shoes.
3. The employee will attempt to secure the area to keep other persons from becoming involved.
4. The employee will notify the worksite supervisor and environmental specialist or director of maintenance or senior crew chief. (One or more of the Maintenance Department staff will respond to the scene as soon as possible.)
5. After the arrival of the Maintenance Department staff person(s), the employee will return to the Maintenance Department unless instructed otherwise.
6. The Maintenance Department will take action to prevent further exposure at the worksite.
7. In a shower stall and before turning on the water, the employee will remove any clothing (including shoes) which may contain suspect material, place in a provided bag, tie, and give bag to a designated employee of the Maintenance Department.
8. The employee will bathe so as to remove all suspect dust/material from his/her body.
9. The employee will put on the temporary clothing provided to him/her by the Maintenance Department.
10. The employee will complete necessary reports at the Maintenance Department unless instructed otherwise.

11. The Maintenance Department will have the suspect material tested. Employees involved will be informed of test results.

12. At the request of the Union, the District will authorize, out of the funds provided in Article IX, Section D of the SRP collective bargaining agreement, an amount sufficient to purchase replacement work shoes of an equal value and type if the employee does not have other work shoes he/she can use.

13. If the suspect material is not found to contain asbestos, the employee's clothing will be returned to him/her. If his/her original work shoes are returned to the employee, the District may require the replacement shoes to be returned to the District.

14. If asbestos is found, the clothing will be disposed of according to law, and, at the request of the Union, the District will authorize, out of the funds provided in Article IX, Section D of the SRP collective bargaining agreement, an amount sufficient to purchase replacement clothing of equal value and type.

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

Attendance Incentive Program

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

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

Injury/Illness-In-Line-Of-Duty

The Board and Union agree that a committee shall be authorized during the 1994-95 school year to investigate

and approve reports of injury/illness-in-line-of-duty, use of injury/illness-in-line-of-duty leave, and make recommendations to improve safety conditions and the use of Workers' Compensation benefits. An administrator with voting power shall chair this committee. In addition, the Union and Board shall name an equal number of voting members, such equal number to be mutually agreed upon.

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

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

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

Negotiations of Impact of SRP Continuous Employment Bill

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

Procedures for Alcohol and Controlled Substances Testing for Persons in Safety-Sensitive Positions

The Omnibus Transportation Employee Testing Act of 1991 will be implemented in Florida effective January 1, 1995.

The Board and the Union agree to negotiate the impact of the provisions of this Act separate from the negotiations for the 1994-95 school year.

The Board and Union further agree that every effort shall be made to complete these negotiations prior to the effective date of the Act. However, if mutually agreed to, the deadline for completion of negotiations may be extended.

School Advisory Councils

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

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

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

School Food Service Program

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

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

Substitute Bus Driver Recruitment/Retention Plan

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

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

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

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

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

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

Transportation Department Procedures

The Board and the Union agree to extend a committee through the 1994-95 school year to develop a Transportation Department Procedures manual which will be distributed to all bus drivers and transportation assistants by the last workday of the 1994-95 school year unless the deadline is extended by mutual agreement.

SALARY SCHEDULES

JOB TITLE	SRP#
Air Conditioning Specialist	23
Alternative School Bus Driver/Paraprofessional	1
Bookkeeper-Secretary	18
Bus Driver	19
Bus Parts Specialist	24
Child Care Assistant (Place)	26
Computer Operator	22
Courier	16
Custodian	2
Custodian - Head Start	2
Data Communications Technician/Computer Operator	22
Data Entry Operator	18
Data Entry Operator, Elementary Schools	18
EMC Facility Worker	11
Finance Assistant II	18
Integrated Learning Systems Technician	6
Interpreter/Transliterator	20
Maintenance I	11
Maintenance IA	13
Maintenance II	12
Maintenance III	9
Maintenance IV	27
Mechanic I	24
Media Production Technician	18
Media Resources Technician	18
Media Services Technician	18
Micrographics Services Clerk	8
Micrographics Services Technician	18
Migrant Student Data Processor	18

Occupational Therapy Assistant	25
Office Machine Repairperson II	15
Outside Custodian	2
Paraprofessional - All Categories FEC	21
Paraprofessional (Adaptive PE)	4
Paraprofessional (Administrative Assistant)	21
Paraprofessional (Autistic)	4
Paraprofessional (Cyesis)	4
Paraprofessional (Early Childhood)	4
Paraprofessional (ECIA Chapter I)	4
Paraprofessional (Emotionally Handicapped)	4
Paraprofessional (Emot. Ment. Handicapped)	4
Paraprofessional (Eng. Speakers Other Lang.)	4
Paraprofessional (First Start/LPN)	21
Paraprofessional (Gifted)	4
Paraprofessional (Handicap - Head Start)	4
Paraprofessional (Health)	4
Paraprofessional (Health)/LPN	21
Paraprofessional (Health - Pre-K)	10
Paraprofessional (Hearing Impaired)	4
Paraprofessional (Hearing Impaired) EIE/QA or NRID Certified	20
Paraprofessional (Job Coach)	21
Paraprofessional (Migrant)	4
Paraprofessional (Migrant Early Childhood)	4
Paraprofessional (Mig. Lang. Arts. Tutorial)	4
Paraprofessional (Physically Impaired)	4
Paraprofessional (Physically Impaired)/LPN	21
Paraprofessional (Pre-Kindergarten Program)	4
Paraprofessional (Prof. Men. Handicapped)	4
Paraprofessional (Prof. Men. Handicapped)/LPN	21
Paraprofessional (Severely Em. Handicapped)	4

Paraprofessional (Social Services)	10
Paraprofessional (Social Work - Head Start)	4
Paraprofessional (Specific Learning Disabilities)	4
Paraprofessional (Varying Exceptionalities)	4
Paraprofessional (Visually Impaired)	4
PE Field Technician	13
Personnel Assistant II	18
Physical Therapy Assistant	25
Printer I	11
Printer II	18
Purchasing Assistant	18
Rec. & Ship. Instruc. Materials Depository Clerk	12
Receptionist	18
Registrar	8
School Food Service Assistant I	7
School Food Service Assistant II	3
School Media/Technology Assistant	6
Senior Child Care Assistant	3
Secretary II	18
Secretary III	8
Secretary IV	6
Social Educator - Head Start	HSBU7
Stock & Delivery Clerk	17
Technology Services Technician II	15
Telecom Tech I	13
Telephone Technician	24
Transportation Assistant	4
Transportation Maintenance Assistant	5
Water & Sewer Plant Operator	13

ALTERNATIVE SCHOOL

BUS DRIVER/PARAPROFESSIONAL

(Based on an 8-hour day including lunch)

Year of Service	SRP 1
1	\$6.25
2	\$6.45
3	\$6.65
4	\$6.85
5	\$7.05
6	\$7.25
7	\$7.50
8	\$7.75
9	\$8.00
10	\$8.25
11	\$8.75
12	\$9.25
13	\$10.00
14	\$10.75

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s), and may include experience as a paraprofessional or experience in a position serving individuals or groups with special needs.

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

CUSTODIAN
CUSTODIAN - HEAD START
OUTSIDE CUSTODIAN

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 2	
	Bi-Weekly	Hourly
1	\$400.06	\$5.20
2	\$403.91	\$5.25
3	\$411.60	\$5.35
4	\$419.30	\$5.45
5	\$430.84	\$5.60
6	\$446.22	\$5.80
7	\$461.61	\$6.00
8	\$477.00	\$6.20
9	\$492.38	\$6.40
10	\$507.77	\$6.60
11	\$523.16	\$6.80
12	\$550.08	\$7.15
13	\$611.63	\$7.95
14	\$801.66	\$10.42

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

SCHOOL FOOD SERVICE ASSISTANT II
SENIOR CHILD CARE ASSISTANT

Year of Service	SRP 3
1	\$5.31
2	\$5.35
3	\$5.48
4	\$5.62
5	\$5.88
6	\$6.12
7	\$6.36
8	\$6.57
9	\$6.75
10	\$6.87
11	\$6.99
12	\$7.11
13	\$7.25
14	\$7.40

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

ALL ASSISTANTS AND PARAPROFESSIONALS EXCEPT:

- **ALTERNATIVE SCHOOL BUS DRIVER/PARAPROFESSIONAL**
- **ASSISTANTS AND PARAPROFESSIONALS WITH FEC, EIE/QA OR NRID CERTIFICATION**
 - **FEC/LPN**
 - **CHILD CARE ASSISTANT (PLACE)**
 - **INTERPRETOR/TRANSLITERATOR**
- **OCCUPATIONAL THERAPY ASSISTANT**
 - **PARAPROFESSIONAL (ADMINISTRATIVE ASSISTANT)**
- **PARAPROFESSIONAL (HEALTH - PRE-K)**
 - **PARAPROFESSIONAL (JOB COACH)**
- **PARAPROFESSIONAL (SOCIAL SERVICES)**
 - **PHYSICAL THERAPY ASSISTANT**
 - **SENIOR CHILD CARE ASSISTANT**
- **TRANSPORTATION MAINTENANCE ASSISTANT**

(Based on a 7-hour day exclusive of lunch)

Year of Service	SRP 4
1	\$5.31
2	\$5.37
3	\$5.49
4	\$5.65
5	\$5.90
6	\$6.13
7	\$6.38
8	\$6.59
9	\$6.77
10	\$6.95
11	\$7.15
12	\$7.40
13	\$7.70
14	\$8.52

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit.

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All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Paraprofessional (Cyesis) will work 7-1/2 hours per day including lunch.

Paraprofessional (Hearing Impaired) shall receive a supplement of \$1.00 per hour, if recommended.

The Director of Exceptional Student Education may determine that certain programs require a paraprofessional to be a licensed practical nurse because of the nature of the students being served. In the event this occurs, the paraprofessional shall be paid from Salary Schedule SRP 21.

TRANSPORTATION MAINTENANCE ASSISTANT
(Based on an 8-hour day exclusive of lunch)
SRP 5

Year of Service	Bi-Weekly	Hourly
1	\$404.68	\$5.26
2	\$407.75	\$5.30
3	\$421.60	\$5.48
4	\$435.45	\$5.66
5	\$454.69	\$5.91
6	\$472.38	\$6.14
7	\$493.92	\$6.42
8	\$511.62	\$6.65
9	\$530.08	\$6.89
10	\$547.78	\$7.12
11	\$567.01	\$7.37
12	\$586.24	\$7.62
13	\$611.63	\$7.95
14	\$638.56	\$8.30

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified related outside experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

A supplement of \$11.22 bi-weekly shall be paid for each of six (6) certifications for general heavy duty truck mechanics and each of two (2) certifications for auto body repair and paint and refinishing as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service as verified by the Supervisor of Transportation Maintenance. Proof of certification must be submitted to the Personnel Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Personnel or his/her designee.

**SCHOOL MEDIA/TECHNOLOGY ASSISTANT
INTEGRATED LEARNING SYSTEMS
TECHNICIAN
SECRETARY IV**

(Based on an 7 1/2-hour day exclusive of lunch)

	SRP 6	
Year of Service	Bi-Weekly	Hourly
1	\$383.71	\$5.32
2	\$388.76	\$5.39
3	\$397.42	\$5.51
4	\$409.68	\$5.68
5	\$426.99	\$5.92
6	\$447.18	\$6.20
7	\$465.94	\$6.46
8	\$484.69	\$6.72
9	\$497.67	\$6.90
10	\$505.61	\$7.01
11	\$524.36	\$7.27
12	\$543.11	\$7.53
13	\$591.44	\$8.20
14	\$793.39	\$11.00

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified related outside experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

SCHOOL FOOD SERVICE ASSISTANT I

Year of Service	SRP 7
1	\$5.52
2	\$5.56
3	\$5.68
4	\$5.81
5	\$6.07
6	\$6.34
7	\$6.60
8	\$6.86
9	\$7.04
10	\$7.20
11	\$7.36
12	\$7.52
13	\$7.70
14	\$8.35

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

MICROGRAPHICS SERVICES CLERK

REGISTRAR

SECRETARY III

(Based on an 7 1/2-hour day exclusive of lunch)

Year of Service	SRP 8	
	Bi-Weekly	Hourly
1	\$388.04	\$5.38
2	\$390.93	\$5.42
3	\$399.58	\$5.54
4	\$409.68	\$5.68
5	\$427.71	\$5.93
6	\$447.91	\$6.21
7	\$469.54	\$6.51
8	\$488.30	\$6.77
9	\$500.56	\$6.94
10	\$509.93	\$7.07
11	\$529.41	\$7.34
12	\$566.19	\$7.85
13	\$601.53	\$8.34
14	\$817.19	\$11.33

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

MAINTENANCE III

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 9	
	Bi-Weekly	Hourly
1	\$465.46	\$6.05
2	\$477.00	\$6.20
3	\$488.54	\$6.35
4	\$500.08	\$6.50
5	\$511.62	\$6.65
6	\$527.00	\$6.85
7	\$542.39	\$7.05
8	\$557.78	\$7.25
9	\$596.25	\$7.75
10	\$627.02	\$8.15
11	\$657.79	\$8.55
12	\$688.57	\$8.95
13	\$723.19	\$9.40
14	\$777.81	\$10.11

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

PARAPROFESSIONAL (SOCIAL SERVICES)

PARAPROFESSIONAL (HEALTH - PRE-K)

(Based on a 7-hour day exclusive of lunch)

Year of Service	SRP 10
1	\$5.84
2	\$5.88
3	\$6.00
4	\$6.14
5	\$6.41
6	\$6.67
7	\$6.91
8	\$7.14
9	\$7.40
10	\$7.62
11	\$7.85
12	\$8.08
13	\$8.60
14	\$9.25

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

EMC FACILITY WORKER

MAINTENANCE I

PRINTER I

(Based on an 8-hour day exclusive of lunch)*

Year of Service	SRP 11	
	Bi-Weekly	Hourly
1	\$480.84	\$6.25
2	\$492.38	\$6.40
3	\$503.92	\$6.55
4	\$515.46	\$6.70
5	\$527.00	\$6.85
6	\$542.39	\$7.05
7	\$557.78	\$7.25
8	\$573.16	\$7.45
9	\$611.63	\$7.95
10	\$642.41	\$8.35
11	\$673.18	\$8.75
12	\$703.95	\$9.15
13	\$734.73	\$9.55
14	\$963.99	\$12.53

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

* Printer I shall work a 7 1/2-hour day exclusive of lunch.

MAINTENANCE II
RECEIVING & SHIPPING INSTRUCTIONAL
MATERIALS DEPOSITORY CLERK

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 12	
	Bi-Weekly	Hourly
1	\$473.15	\$6.15
2	\$484.69	\$6.30
3	\$496.23	\$6.45
4	\$507.77	\$6.60
5	\$519.31	\$6.75
6	\$534.70	\$6.95
7	\$550.08	\$7.15
8	\$557.78	\$7.25
9	\$603.94	\$7.85
10	\$634.71	\$8.25
11	\$665.49	\$8.65
12	\$696.26	\$9.05
13	\$730.88	\$9.50
14	\$928.60	\$12.07

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

**MAINTENANCE IA
PE FIELD TECHNICIAN
TELECOM TECH I
WATER & SEWER PLANT OPERATOR***
(Based on an 8-hour day exclusive of lunch)

SRP 13		
Year of Service*	Bi-Weekly	Hourly
1	\$488.54	\$6.35
2	\$500.08	\$6.50
3	\$511.62	\$6.65
4	\$523.16	\$6.80
5	\$534.70	\$6.95
6	\$557.78	\$7.25
7	\$580.86	\$7.55
8	\$619.33	\$8.05
9	\$650.10	\$8.45
10	\$680.87	\$8.85
11	\$711.65	\$9.25
12	\$780.89	\$10.15
13	\$857.82	\$11.15
14	\$1,114.79	\$14.49

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

* For Water & Sewer Plant Operator, the Supervisor of Maintenance shall recommend initial placement on this salary schedule based on a combination of documented related education and experience and possession of appropriate State licence(s).

**OFFICE MACHINE REPAIRPERSON II
TECHNOLOGY SERVICES TECHNICIAN II
(Based on an 8-hour day exclusive of lunch)**

Year of Service	SRP 15	
	Bi-Weekly	Hourly
1	\$443.14	\$5.76
2	\$445.45	\$5.79
3	\$456.22	\$5.93
4	\$468.53	\$6.09
5	\$482.38	\$6.27
6	\$500.08	\$6.50
7	\$523.93	\$6.81
8	\$552.39	\$7.18
9	\$582.40	\$7.57
10	\$611.63	\$7.95
11	\$665.49	\$8.65
12	\$742.42	\$9.65
13	\$877.83	\$11.41
14	\$1,109.40	\$14.42

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

COURIER

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 16	
	Bi-Weekly	Hourly
1	\$487.00	\$6.33
2	\$490.08	\$6.37
3	\$499.31	\$6.49
4	\$505.46	\$6.57
5	\$514.69	\$6.69
6	\$527.00	\$6.85
7	\$540.85	\$7.03
8	\$554.70	\$7.21
9	\$569.32	\$7.40
10	\$584.70	\$7.60
11	\$604.71	\$7.86
12	\$630.87	\$8.20
13	\$712.42	\$9.26
14	\$815.51	\$10.60

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

STOCK & DELIVERY CLERK

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 17	
	Bi-Weekly	Hourly
1	\$494.69	\$6.43
2	\$497.77	\$6.47
3	\$507.00	\$6.59
4	\$513.16	\$6.67
5	\$522.39	\$6.79
6	\$534.70	\$6.95
7	\$548.55	\$7.13
8	\$562.39	\$7.31
9	\$580.86	\$7.55
10	\$592.40	\$7.70
11	\$612.40	\$7.96
12	\$638.56	\$8.30
13	\$720.11	\$9.36
14	\$827.82	\$10.76

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

DATA ENTRY OPERATOR
DATA ENTRY OPERATOR, ELEM. SCHOOLS
FINANCE ASSISTANT II
MEDIA PRODUCTION TECHNICIAN
MEDIA RESOURCES TECHNICIAN
MEDIA SERVICES TECHNICIAN
MICROGRAPHICS SERVICES TECHNICIAN
MIGRANT STUDENT DATA PROCESSOR
PERSONNEL ASSISTANT II
PRINTER II
PURCHASING ASSISTANT
RECEPTIONIST
SECRETARY II
BOOKKEEPER-SECRETARY

(Based on a 7 1/2-hour day exclusive of lunch)

Year of Service	SRP 18	
	Bi-Weekly	Hourly
1	\$456.56	\$6.33
2	\$459.45	\$6.37
3	\$467.38	\$6.48
4	\$474.59	\$6.58
5	\$485.41	\$6.73
6	\$495.51	\$6.87
7	\$508.49	\$7.05
8	\$522.92	\$7.25
9	\$533.74	\$7.40
10	\$547.44	\$7.59
11	\$577.01	\$8.00
12	\$616.68	\$8.55
13	\$659.96	\$9.15
14	\$877.78	\$12.17

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2)

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years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half ($1/2$), it will be counted as a year of outside experience.

Printer II will be given credit for experience on the salary schedule for each year of related experience. All experience must be verified in writing by former employer(s).

BUS DRIVER

Year of Service	SRP 19
1	\$6.75
2	\$6.80
3	\$6.90
4	\$7.05
5	\$7.37
6	\$7.67
7	\$7.91
8	\$8.16
9	\$8.45
10	\$8.70
11	\$9.09
12	\$9.63
13	\$12.01

The Transportation Department shall determine time for each bus route.

Bus drivers will be paid \$6.99 per hour on extra-curricular trips.

Time allocated for each school bus route shall include one-half (1/2) hour for cleaning and fueling and completion of required reports.

PARAPROFESSIONAL (HEARING IMPAIRED)
(EIE/QA OR NRID CERTIFIED)
INTERPRETER/TRANSLITERATOR

(Based on a 7-hour day exclusive of lunch)

Year of Service	SRP 20
1	\$6.55
2	\$6.60
3	\$6.70
4	\$6.80
5	\$6.95
6	\$7.15
7	\$7.30
8	\$7.50
9	\$7.70
10	\$7.90
11	\$8.15
12	\$8.40
13	\$8.90
14	\$9.80

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

A Paraprofessional (Hearing Impaired) or Interpreter/Transliterater who possesses Quality Assurance screening (QA) certification shall receive a supplement based on the level attained: level I = \$1.24 per hour; level II = \$2.48 per hour; level III = \$3.72 per hour.

A Paraprofessional (Hearing Impaired) or Interpreter/Transliterater who possesses Educational Interpreters' Evaluation (EIE) certification shall receive a supplement based on the level attained: level I = \$2.48 per hour; level II = \$3.72 per hour; level III = \$4.96 per hour.

A Paraprofessional (Hearing Impaired) or Interpreter/Transliterater who is certified by the National Registry of Interpreters for the Deaf shall be paid a supplement of \$6.20 per hour.

**ALL ASSISTANTS AND PARAPROFESSIONALS
WHO POSSESS A FEC AT THE
BACHELOR LEVEL OR HIGHER
OR FEC/LPN**

**PARAPROFESSIONAL
(ADMINISTRATIVE ASSISTANT)**

PARAPROFESSIONAL (JOB COACH)

PARAPROFESSIONAL - FIRST START/LPN

(Based on a 7-hour day exclusive of lunch)

Year of Service	SRP 21
1	\$6.85
2	\$6.95
3	\$7.10
4	\$7.35
5	\$7.74
6	\$8.00
7	\$8.35
8	\$8.60
9	\$8.80
10	\$8.95
11	\$9.20
12	\$9.50
13	\$9.95
14	\$10.69

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit except that a Paraprofessional (Job Coach) shall be granted credit for experience on a one-for-one basis not to exceed ten (10) years. All experience must be verified in writing by former employer(s).

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If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

Placement on SRP 21 will be effective at the beginning of the next pay period after a valid regular Florida Educator's certificate at the bachelor's level or higher is submitted by the employee and verification by the Personnel Department on a prorated basis.

Profoundly Mentally Handicapped Assistants who are Licensed Practical Nurses will be paid according to SRP 21.

Health Assistants who are Licensed Practical Nurses will be paid according to SRP 21.

Physically Impaired Assistants who are Licensed Practical Nurses will be paid according to SRP 21.

Licensed Practical Nurse Paraprofessionals shall be paid 95% of their current rate for summer school.

Paraprofessionals (Hearing Impaired) shall receive a supplement of \$1.00 per hour, if recommended.

The Director of Exceptional Student Education may determine that certain programs require a paraprofessional to be a licensed practical nurse because of the nature of the students being served. In the event this occurs, the paraprofessional shall be paid from Salary Schedule SRP 21.

**COMPUTER OPERATOR
DATA COMMUNICATIONS TECHNICIAN/
COMPUTER OPERATOR**

(Based on a 7 1/2-hour day exclusive of lunch)

Year of Service	SRP 22	
	Bi-Weekly	Hourly
1	\$490.46	\$6.80
2	\$497.67	\$6.90
3	\$504.89	\$7.00
4	\$512.10	\$7.10
5	\$526.52	\$7.30
6	\$540.95	\$7.50
7	\$555.37	\$7.70
8	\$569.80	\$7.90
9	\$584.22	\$8.10
10	\$598.65	\$8.30
11	\$623.89	\$8.65
12	\$659.96	\$9.15
13	\$710.45	\$9.85
14	\$885.71	\$12.28

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

AIR CONDITIONING SPECIALIST

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 23	
	Bi-Weekly	Hourly
1	\$597.78	\$7.77
2	\$600.86	\$7.81
3	\$613.17	\$7.97
4	\$631.64	\$8.21
5	\$650.10	\$8.45
6	\$670.10	\$8.71
7	\$689.34	\$8.96
8	\$707.80	\$9.20
9	\$727.80	\$9.46
10	\$752.42	\$9.78
11	\$809.35	\$10.52
12	\$844.74	\$10.98
13	\$896.29	\$11.65
14	\$1,158.64	\$15.06

Credit for experience will be granted on the salary schedule for each year of experience outside the District School Board of Pasco County if in the applicable area of specialization. All experience must be verified by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

**BUS PARTS SPECIALIST
MECHANIC I
TELEPHONE TECHNICIAN**

(Based on an 8-hour day exclusive of lunch)

SRP 24

Year of Service	Bi-Weekly	Hourly
1	\$650.10	\$8.45
2	\$653.95	\$8.50
3	\$661.64	\$8.60
4	\$669.33	\$8.70
5	\$677.03	\$8.80
6	\$684.72	\$8.90
7	\$692.41	\$9.00
8	\$703.95	\$9.15
9	\$711.65	\$9.25
10	\$723.19	\$9.40
11	\$734.73	\$9.55
12	\$742.42	\$9.65
13	\$780.89	\$10.15
14	\$922.45	\$11.99

Credit for experience will be granted on the salary schedule for each year of experience in the applicable area of specialization. All experience must be verified in writing by former employer(s).

If the aggregate of verified related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

For Mechanic I's - a supplement of \$11.22 bi-weekly shall be paid for each of six (6) certifications for general heavy duty truck mechanics and each of two (2) certifications for auto body repair and paint and refinishing as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service. Proof of certification must be submitted to the Personnel Department, and payment will begin at the start of the pay period

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following submission of evidence of certification and review and approval by the Director of Personnel or his/her designee.

For Bus Parts Specialists - a supplement of \$11.22 bi-weekly shall be paid for each of two (2) certifications for medium/heavy truck parts specialist or automotive light truck parts specialist as certified by the National Institute for Automotive Service Excellence through the Educational Testing Service. Proof of certification must be submitted to the Personnel Department, and payment will begin at the start of the pay period following submission of evidence of certification and review and approval by the Director of Personnel or his/her designee.

**OCCUPATIONAL THERAPY ASSISTANT
PHYSICAL THERAPY ASSISTANT**

Year of Service	SRP 25	
	Annual	Hourly
1	\$23,633	\$13.70
2	\$23,891	\$13.85
3	\$24,409	\$14.15
4	\$24,840	\$14.40
5	\$25,185	\$14.60
6	\$25,703	\$14.90
7	\$26,134	\$15.15
8	\$26,565	\$15.40
9	\$27,083	\$15.70
10	\$27,514	\$15.95
11	\$28,118	\$16.30
12	\$28,549	\$16.55
13	\$28,894	\$16.75
14	\$30,664	\$17.78

Annual salary is based on a 7 1/2-hour work day, 230 days per year.

Credit for experience will be granted on the salary schedule for each year of related experience. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

CHILD CARE ASSISTANT

**(Hours will vary but will not exceed 5.5 hours per day
average exclusive of lunch)**

Year of Service	SRP 26 Hourly
1	\$4.80
2	\$4.85
3	\$4.90
4 - 14	\$4.95

MAINTENANCE IV

(Based on an 8-hour day exclusive of lunch)

Year of Service	SRP 27	
	Bi-Weekly	Hourly
1	\$458.53	\$5.96
2	\$469.30	\$6.10
3	\$480.84	\$6.25
4	\$492.38	\$6.40
5	\$503.92	\$6.55
6	\$519.31	\$6.75
7	\$534.70	\$6.95
8	\$550.08	\$7.15
9	\$588.55	\$7.65
10	\$619.33	\$8.05
11	\$650.10	\$8.45
12	\$680.87	\$8.85
13	\$715.49	\$9.30
14	\$769.35	\$10.00

Credit for experience will be granted on the salary schedule on the basis of one (1) year for every two (2) years of related experience outside the District School Board of Pasco County but will not exceed five (5) years of credit. All experience must be verified in writing by former employer(s).

If the aggregate of verified outside related experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

SOCIAL EDUCATOR — HEAD START

HSBU 7

COLLEGE HOURS

Year of Service	High School	16 Semester Hours	32 Semester Hours	48 Semester Hours
1	\$ 8,676.52	8,958.76	9,333.21	9,683.96
2	8,800.00	9,088.12	9,462.48	9,809.40
3	8,921.52	9,271.48	9,585.96	9,934.84
4	9,056.76	9,353.72	9,848.60	10,070.08
5	9,192.00	9,493.84	9,862.32	10,205.32
6	9,382.12	9,646.72	10,015.20	10,352.32
7	9,505.60	9,819.20	10,179.84	10,513.04
8	9,615.36	9,997.56	10,358.20	10,689.44
9	9,885.84	10,211.20	10,567.92	10,899.16
10	13,459.40	13,790.64	14,147.36	14,472.72

Year of Service	64 Semester Hours	80 Semester Hours	96 Semester Hours	112 Semester Hours
1	\$10,009.32	10,383.68	10,714.92	11,355.84
2	10,138.68	10,493.44	10,838.40	11,408.76
3	10,266.08	10,622.80	10,965.80	11,420.52
4	10,401.32	10,758.04	11,222.56	11,432.28
5	10,542.44	10,893.28	11,236.28	11,573.40
6	10,689.44	11,046.16	11,383.28	11,722.36
7	10,856.04	11,204.92	11,544.00	11,887.00
8	11,034.40	11,389.16	11,832.12	12,065.36
9	11,242.16	11,598.88	11,924.24	12,273.11
10	15,031.32	15,172.44	15,503.68	15,858.44

Annual salary is based on 196 days.

Personnel paid by this salary schedule will not receive a regular teacher contract.

(Certified teachers will be paid from Salary Schedule 55.)

This salary schedule allows for ten (10) years experience because within ten (10) years all instructional personnel should be able to attain a college degree and transfer to the regular instructional salary schedule of the District School Board of Pasco County.

APPENDIX A— MEMBERSHIP APPLICATION AND POLITICAL ACTION DUES AUTHORIZATION FORM

UNITED SCHOOL EMPLOYEES OF PASCO

WORKSITE	JOB TITLE	PRINT NAME (LAST FIRST)	SOCIAL SECURITY NO.
ADDRESS		CITY	ZIP CODE
		HOME PHONE	

USEP CONTINUING MEMBERSHIP APPLICATION

PAYROLL DEDUCTION

I authorize the District School Board of Pasco County to deduct membership dues from my paycheck to be remitted to the United School Employees of Pasco. I understand that I may terminate these deductions at any time by submitting thirty (30) days written notice to the School Board and USEP

Date

Signature

Cash Payment

POLITICAL ACTION COMMITTEE (PAC)
CONTINUING DEDUCTION

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

1.00

1.50

2.00

2.50

Other

Date

Signature

IRS TAX DISCLOSURE REQUIREMENTS

Contributions to **TIGER PRIDE** to United School Employees of Pasco are not deductible as charitable contributions for federal income tax purposes.

Dues paid to United School Employees of Pasco may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

APPENDIX B
DISTRICT SCHOOL BOARD OF PASCO COUNTY
Grievance Report Form

Name(s) of Grievant(s): _____	
School: _____	Assignment: _____
Home Address: _____	
Street	

City	Zip
Home Telephone: () _____	

Grievance #/Year _____	Grievance Level _____	Date Filed _____
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Grievance filed under the provisions of Article VI: Section A-1/Section A-2

Article(s) and specific section(s) of Agreement violated:

Date of alleged violation: _____

Date of informal level discussion with supervisor: _____

Statement of Grievance: _____

Relief sought: _____

Grievant(s) Signature(s)

Date

Date received by Administrator: _____

Disposition of Administrator: _____

Administrator's Signature

Date

One copy each: Administrator. Union. Grievant. Superintendent

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