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AGREEMENT

BETWEEN

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

and

SCHOOL EMPLOYEES UNION

LOCAL 1221, FIREMEN & OILERS

AN AFFILIATE OF

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL/CIO, CLC

1998-2000

2,000
Custodial
Employees



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PREAMBLE

This Agreement is made and entered into this 26th day of August, 1997, by and between The School Board of Pinellas County, Florida, hereinafter called the "board" and the School Employees Union, Local 1221, Firemen and Oilers, an affiliate of Service Employees International Union, AFL-CIO/CLC hereinafter referred to as the "Union" for the purpose of negotiating and establishing wages, hours and other terms and conditions of employment for all employees as defined in 8H-RC-744-2004.

ARTICLE 1

RECOGNITION

The board recognizes the Union as the exclusive representative, for purposes of collective bargaining of employees in supporting services job classifications in the bargaining unit set forth in Appendix A of this Agreement, employed by the board at locations in Pinellas County, Florida, but excluding other professional, confidential, managerial and substitute employees.

The Union recognizes the board as the elected representative of the people of Pinellas County, and as the legally constituted authority responsible for the operation of the school system.

ARTICLE 2

EQUAL OPPORTUNITY AND NONDISCRIMINATION

The school board and the Union affirm a policy of equal opportunity and nondiscrimination. Alleged violation of this Article shall not be subject to the grievance procedure or binding arbitration but may be submitted directly to the appropriate federal or state agency which has jurisdiction.

ARTICLE 3

UNION OFFICERS AND STEWARDS

- A. The Union will designate one (1) Building Steward for each work location and five (5) Chief Stewards to represent employees in the bargaining unit. The five (5) Chief Stewards shall be designated for the five (5) major divisions, i.e., Plant Operations, Maintenance, Transportation, Food Service, and Warehousing.
- B. The Union shall furnish the Human Resources Office with a written list of the names of all Officers, Building Stewards and the Chief Stewards. Only those persons whose names appear on the list shall be recognized by school system management for purposes of carrying out functions specifically authorized under the terms of this Agreement.

- C. Within five (5) days of any change, the Union agrees to provide written notice to the Human Resources Office of any changes among Union Officers, Chief Stewards or Building Stewards.
- D. The Chief Stewards and Building Stewards shall identify themselves and obtain permission of the responsible administrator/supervisor to enter any school system premises for Union business.
- E. Union Officers, the Chief Stewards, Building Stewards and bargaining unit employees shall not leave work during working hours for purposes of carrying out functions specifically authorized under the terms of this Agreement unless prior written permission is received from the responsible administrator/supervisor on each occasion.
- F. Union Officers, Chief Stewards and Stewards shall have the right to communicate, meet and consult with unit employees during regular working hours provided that:
 - 1) All concerned persons are granted prior written permission as set forth in section E above.
 - 2) Operations are in no way delayed, curtailed, or otherwise interfered with, such as school bus runs, meal serving, etc. The Union agrees that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements of meetings or consultations.
 - 3) Meetings or consultations may be postponed until a specific date and time by either party. The postponing party shall state the reason. Excessive postponement shall be subject to the grievance procedure.
 - 4) Such privilege shall not be abused.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION

- A. Matters appropriate for consultation between the parties include wages, hours, and working conditions under the terms and conditions of this labor Agreement and areas of mutual concern for the Board and the International Brotherhood of Firemen & Oilers, AFL-CIO, and Local No. 1221. For the purpose of this Agreement, consultation is defined as a discussion of matters which are within the discretion of the school or department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various schools and departments which comprise the bargaining unit.
- B. Consultation meetings between Union representatives and management shall be arranged by the personnel relations office upon the request of either party. Consultation meetings may be called by personnel relations consistent with confidentiality, or other legal restrictions, to advise the Union of any anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for any

consultation meeting shall be made five (5) working days in advance, whenever possible, and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda.

- C. When contact is required by the Union President/Business Agent with management on matters within the scope of this Article, the point of contact is the personnel relations office. When contact is required by management with the Union, the point of contact is the Local Union President/Business Agent.
- D. Unit employees and Union representatives who are employed by the Board shall suffer no loss in pay when their participation in consultation meetings during their normal hours of work is required.
- E. Consultation meetings will be scheduled so that operations will in no way be delayed, curtailed or otherwise interfered with. Both parties recognize and agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponement of consultation meetings.
- F. Employees requested to participate in consultation meetings shall submit a written release form (PCS-1982) for their supervisor to approve prior to their attending.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

- A. In the event of a request for an adjustment arising under this Agreement, or a dispute over the application of this Agreement, there shall be no suspension of work and the procedure for adjustment shall be followed as set forth in this Article.
- B. Every attempt will be made by the Union and the Board to adjust grievances informally and promptly and in the interest of good employee-management relations.
- C. The aggrieved employee shall initiate a written grievance no later than seven (7) workdays following the occurrence of the matter giving rise to the grievance.
- D. All grievances and grievance answers shall be presented in writing, shall contain a brief statement of facts, shall state the relief requested, shall cite the applicable portion of this Agreement and bear the date filed and signature of the aggrieved employee. The grievant shall submit any relevant documents or materials along with the written Step 1 grievance.
- E. 1) The presentation and hearing of grievances through Step 4 shall normally be conducted during the regular working period of the aggrieved employee. Unit employees involved in the presentation and hearing of grievances provided herein shall suffer no loss in pay. In this regard, the presentation and hearing of grievances will be scheduled so that operations will in no way be curtailed, or otherwise interfered with. It is further understood and agreed that maintenance of

superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponement of grievance hearings.

- 2) All meetings and hearings under the grievance procedure shall not be conducted in public. Persons in attendance shall include only parties at interest and their designated or selected representatives from the Board and Union referred to in this Article.
- F. Union representatives will provide the human resources office with reasonable advance notice of requests for on-site investigation of grievances in order to allow planning and to avoid interference with school system operations. The Union agrees that the maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements of visits.
- G. Grievance time limits may be extended by mutual agreement.
- H. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at any step shall automatically advance to the next step.
- I. An aggrieved employee may choose to utilize or not utilize the services of a Union representative, as desired, at any step in the grievance procedure.
- J. The Union will neither sign nor present a grievance in behalf of any person in the bargaining unit. Similarly, a single grievance in behalf of more than one employee is not appropriate.
- K. Grievances concerning matters outside the contents of this Agreement shall not be processed under this grievance procedure.
- L. In the event that a grievance from a nine (9) or nine and one-half (9-1/2) month employee is filed on or after April 15, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the employee's last day of duty. Upon return to work, the grievant shall have five (5) work days to initiate or continue an unresolved grievance.
- M. Multiple Grievances: In order to avoid the necessity for processing numerous identical grievances, a grievance may be initiated and processed as otherwise set forth in this Article. At the outset, such grievance shall be identified by the Union as a precedent. When this occurs, all other grievances, if any, on the same subject or event shall be held in abeyance. When the precedent grievance is resolved, the associate superintendent for human resources and public affairs and public affairs, or designee, and the Union Representative shall meet to review and resolve the other grievances, if any. If other such grievances cannot be settled on the basis of the precedent grievance, they shall be reactivated and processed in accordance with the grievance procedure and the established time limits shall become effective at that time.
- N. Union Grievance: A Union grievance is defined as a question arising during the term of this Agreement between the employer and the Union concerning the interpretation or application of this Agreement, and

which cannot be filed as an employee grievance nor be settled by the immediate administrator/ supervisor. In the event the Union has such a grievance, it shall be filed in writing by the Union representative and begin at Step 3 of the grievance procedure. Such grievance shall be submitted within ten (10) working days following the day on which the Union had knowledge of the facts giving rise to grievance.

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

- Step 1: supervisor of supporting services personnel, employment office.
- Step 2: director of the affected department or designee.
- Step 3: associate superintendent for institutional services or designee, or responsible area superintendent or designee.
- Step 4: associate superintendent for human resources and public affairs and public affairs or designee.

GRIEVANCE PROCEDURE

- STEP 1** A bargaining unit employee may file a written grievance within seven (7) working days of the event that is the basis of the grievance. The written grievance shall contain specific information.
- STEP 2** The aggrieved employee may appeal the grievance to Step 2 within five working days of receipt of the answer in Step 1. Such appeal must be in writing and must specify the reason(s) therefor. Within five (5) working days, the responsible administrator/supervisor* shall meet with the aggrieved employee to discuss the grievance. After the conclusion of the Step 2 hearing, the responsible administrator/supervisor* shall give a written answer on the grievance form within five (5) working days.
- STEP 3** The aggrieved employee may make a written appeal to Step 3 within five (5) working days of receipt of the Step 2 answer. Within seven (7) working days, the associate superintendent* or area superintendent* shall conduct a grievance hearing. The associate superintendent* or area superintendent* shall have five (5) working days to give a written answer after conclusion of the Step 3 hearing.
- * or designee
** or designee or area plant operations supervisor, during school holiday/vacation periods
- STEP 4** The aggrieved employee may submit a written appeal to Step 4 within five (5) working days of the receipt of the Step 3 answer. The associate superintendent for human resources and public affairs, or designee, shall schedule a hearing within ten (10) working days of receipt of the appeal to Step 4. At the conclusion of the hearing, the Associate superintendent for human resources and public affairs* shall have five (5) working days to give a written answer to the grievance.

STEP 5

The Union shall have ten (10) working days to appeal the grievance to final and binding arbitration. The appeal shall bear the date and the signature of the aggrieved employee. Within ten (10) days of receipt of the appeal, the associate superintendent for human resources and public affairs will meet with the Union representative to select an arbitrator or, failing to agree, to jointly request a panel of five arbitrators to select from. Panels shall be requested from the Federal Mediation and Conciliation Service. Within five (5) working days of receipt of the panel, the associate superintendent for human resources and public affairs and a Union representative will meet to select an arbitrator. The parties will cast lots to determine the first to strike a name from the list. The parties shall alternately strike two names each from the list. The remaining name will be the arbitrator to hear the grievance. By mutual agreement, the parties may request another panel of arbitrators for consideration.

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

ARTICLE 6

STRIKES, WORK STOPPAGES PROHIBITED

- A. Local No. 1221, agrees that bargaining unit employees, individually and collectively, shall not engage in a strike, work stoppage, slowdown, other individual or concerted refusal to perform work, or other similar form of interference with the operation of the school system.
- B. "Strike" means, but is not limited to, the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement, and picketing in furtherance of a work stoppage.

- C. Any employee who participates in or promotes a strike, work stoppage, slowdown, refusal to work, or other similar form of interference with the operation of the school system shall be subject to disciplinary action up to and including dismissal.
- D. In the event of a strike, work stoppage, slowdown, refusal to work, or other interference with the operation of the school system, the President of Local No. 1221 shall promptly and publicly disavow such action(s) and order bargaining unit employees to return to work or cease interference of any form whatsoever.
- E. In the event of a "strike" as defined herein, within twenty-four (24) hours after the commencement of such strike, work stoppage, slowdown, or interference, the President of Local 1221 shall deliver to the Director of Personnel Relations written notice of what measures have been taken to comply with the provisions of this Article.
- F. In the event of a "strike" as defined herein and the Union does not adhere to or abide by the provisions of this article, the Union shall be liable for any and all damages, injuries and cost incurred by the Board.

ARTICLE 7

UNION ACCESS

- A. The Union will notify the personnel relations office in advance of any visit to school board facilities.
- B. If any visit would interfere with, disrupt, or otherwise hamper operations, the visit may be postponed. In this connection, personnel relations will advise the Union as soon as possible and arrange a mutually convenient time for the visit.
- C. In all cases, the point of contact will be the President or designee (Business Agent, International Representative) for the Union and the personnel relations office for the board.
- D. The Union is authorized, subject to proper written request, to utilize school board facilities for the purpose of conducting any Union meetings and may be required to pay the usual and customary fees for lease agreements.

ARTICLE 8

BULLETIN BOARDS

- A. Space (not to exceed 2' by 3') will be designated and made available by the administrator/supervisor at each unit employee's time clock or designated sign-in area for the placement of a Union bulletin board. Bulletin boards provided by the Union may be lockable and plexiglass covered.

- B. Union notices must be submitted to and approved by the personnel relations office in advance of distribution for posting. All notices shall be dated and indicate a removal date no later than ten (10) days following the date of the notice.
- C. Notices shall deal only with Union business or activities. All notices shall clearly indicate the Union and the author's identity and date. Questionable notices may be removed immediately.
- D. It shall be the responsibility of the Union to distribute and post notices and remove outdated material. The Union will promptly remove or replace notices which are defaced.
- E. The board will provide a lockable Union bulletin board (not to exceed 4' x 4') at each bus compound. The supervisor will allow posting materials permissible under this Article and maintain the key.

ARTICLE 9

UNION MEMBERSHIP DUES

The board agrees to process Union membership dues deductions and uniform assessments from the earnings of bargaining unit employees who have signed and submitted the form prescribed in this Article. The following conditions shall apply:

- A. Authorizations will be submitted to the personnel department. The deduction will start within thirty (30) working days of receipt of a valid authorization. Authorizations signed more than thirty (30) calendar days prior to submission shall be deemed invalid and returned to the Union for checking.
- B. Deductions will be made on a biweekly basis. There shall be no retroactive assessment or dues deduction.
- C. The Union will notify the board in writing of the biweekly amounts of deduction for 9-month, 9-1/2-month and 12-month employees. Any change in the amount deducted will require forty-five (45) working days written notice.
- D. The board is in no way responsible when earnings are not adequate to enable the dues deduction. If earnings are insufficient, no deduction will be made. Further, no initiation fee, assessment, retroactive, special or extra deduction will be made to make up any difference, and the board has no responsibility for the cumulative total amount deducted during the year.
- E. A bargaining unit employee may stop dues deductions upon thirty (30) days written notice to the personnel department and the Union.
- F. The Union agrees there shall be no solicitation of Union membership during hours of work exclusive of meal time and rest periods.
- G. Probationary employees are eligible to authorize membership dues deductions.

- H. The board shall have no responsibility nor any liability for monies once sent to the Union, nor shall the board have any responsibility or any liability for the unauthorized deduction of dues. Further, the Union agrees to indemnify and hold harmless the board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article.
- I. A change in the amount of membership dues shall not require new dues authorization forms.
- J. Deduction authorizations shall cancel automatically at the time the employee retires, terminates for any reason, or transfers out of the bargaining unit and no service fee shall be charged.

ARTICLE 10

EMPLOYEE RIGHTS

- A. The terms "employee" and "bargaining unit employee" as used in this Agreement mean persons who are employed by the School Board of Pinellas County, Florida, in job classifications set forth in Appendix A of this Agreement.
- B. Bargaining unit employees have the right to join and participate in or to refrain from joining or participating in any employee organization of their own choosing.
- C. Nothing in this Agreement shall be construed to prevent any bargaining unit employee from presenting, to the responsible administrator/ supervisor, a grievance which alleges violation of a specific article and section of this Agreement. Such grievances may be adjusted without the intervention of the Union when the adjustment, if any, is not inconsistent with the terms of this Agreement. Prior to the presentation of such grievance, the employee shall furnish the associate superintendent for human resources and public affairs, or designee, with a written statement from the SEIU indicating the Union will not represent the employee. An employee must exhaust the entire negotiated grievance procedure, including arbitration, before initiating any other appeal. Thereafter when presenting his/her own grievance and notwithstanding any other terms and conditions set forth in this Agreement, the employee shall bear the full cost of time lost from work, expense of his/her own counsel, preparation, presentation and the fees, services or other costs of an arbitrator, costs of transcripts, meeting/hearing room or other facility, or any other appeal. The Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- D. At any time management schedules a meeting/hearing with an employee and has reason to believe that disciplinary action may be issued, the responsible administrator/supervisor shall so inform the employee as well as the employee's right to Union representation.
- E. The private life of an employee is his/her own so long as it does not impinge upon the ability of the employee to perform his/her duties and to meet all of his/her responsibilities.

- F. Each employee shall have the right to confront his/her accusers in a full, fair and impartial hearing, within five (5) work days of any allegation of any form of employee misconduct.

ARTICLE 11

EMPLOYER'S RIGHTS

Definition of "Employer" - The terms "board," "management" and "employer," when used in this Agreement, shall mean the School Board of Pinellas County, Florida, and its duly authorized representatives. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the board.

ARTICLE 12

ANNUAL PERFORMANCE APPRAISAL

- A. The current system of annual performance appraisal is made a part of this Agreement. This includes the appraisal form, procedures, and methods for the assignment of annual review dates and special appraisals. Performance appraisal shall be subject to the grievance procedure.
- B. Each employee shall have the right to write his/her views where indicated on the performance appraisal form and shall sign upon receipt of his/her copy. An employee not satisfied with his/her performance appraisal shall have the right to grieve once the appraisal process has been completed.
- C. The Union agrees to participate as a non-voting member of a system-wide task force to revise the appraisal form.

ARTICLE 13

SALARIES

A. Salary Schedule

The agreed upon rate ranges for employees covered by this Agreement are set forth in the salary schedules (Appendices B-D) which are included in this document.

B. Method of Payment

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

Twelve (12) month employees	- 247 days
Eleven (11) month employees	- 218 days
Ten (10) month employees	- 196 days
Bus Drivers	- 191 days
Food Service	- 192 days
- 2) Exceptions - When a payday falls on or during a school holiday or Board-designated summer vacation period, the Board shall distribute paychecks on the last immediately preceding workday when practicable.
- 3) Normally, paychecks will be made available no later than the end of the shift on payday for employees in this bargaining unit. At the discretion of the administrator/supervisor, checks may be released earlier than the end of the shift on paydays. In the event a payday falls on an inservice/staff development day, the Board will make every effort to issue checks on the day before.
- 4) The current pay period practice will be maintained for the term of this Agreement. However, in the event any change affecting a major segment of the bargaining unit is necessary, it will be a matter appropriate for consultation.

Note: Base rate is defined as an employee's unequalized hourly rate of pay, exclusive of shift differential or any other applicable bonus.

C. PLACEMENT ON SALARY SCHEDULE (Procedures effective October 1, 1997)

1. An individual newly hired into the district shall be placed at the minimum of the applicable salary range. When, in the opinion of management, a new hire cannot be secured at the minimum of the salary range, the following new hire matrix shall be utilized:

<i>Years of experience specifically related to the job in excess of the minimum qualifications</i>	<i>Percent of Pay Level/Grade Midpoint</i>
0-3	minimum
4-6	87.0%
7-9	94.0%
10+	midpoint

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

2. **Intern procedures:** An applicant may be hired as an intern at a rate of pay ten percent (10%) below the applicable minimum. An employee may be promoted as an intern at a rate of pay ten percent (10%) below the applicable promotional rate. In the event the applicable promotional increase is less than ten percent (10%), the employee's current rate of pay shall be retained until the intern status no longer applies. The term "intern" shall be suffixed to the employee's job title as long as it is applicable, not to exceed one (1) year.

D. PROCEDURES FOR INCREMENTAL/STRUCTURAL INCREASES

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

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

2. **Movement of the salary schedule (structural):** Each year a portion or all of the total salary increase may be designated for movement of the salary (range) schedule. Any employee within the salary range is eligible for this increase provided the base rate of pay does not fall above the salary range maximum.

3. **Part-Time Regular Employees:** Employees hired on or before February 1 and in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board shall be placed at the amount which provides the same percent increase granted to full-time employees on the same salary schedule. This provision shall affect only those in our employ commencing with the 1989/90 fiscal year and is contingent upon availability of funds.

4. **Retroactive Pay:**

- (a.) The above increases would be retroactive to the beginning date of the employee's annual payroll calendar, unless otherwise indicated. Effective July 1, 1997, part-time regular employees are included in the receipt of retroactive pay.

- (b.) Effective July 1, 1989, an employee who is required to return to a regular full-time job classification immediately prior to the beginning of their normal work year will receive retroactive salary adjustments on all hours paid where such employment is approved by the Board.

- (c.) Part-time temporary employees and substitutes are not eligible for retroactive pay.

E. PROMOTIONAL SALARY INCREASES

1. **All Other Salary Schedules:** These procedures will be under further study and review by the Consolidated Language Team, comprised of representatives from the various employee groups, during the 1997/98 fiscal year. The applicable promotion language currently in effect will continue to be used

for each salary schedule until the new consolidated promotional language for the non-instructional salary schedules can be agreed upon and finalized.

2. **SEIU Salary Schedules:** Employees promoted to a position in a higher job classification covered by the SEIU Agreement shall have their current base rate of pay increased based upon the percent of difference between the midpoints of the current and the newly assigned pay grade as follows:

- Within the Semi-Skilled, Skilled Trades or Food Service Salary Schedules and from Another Salary Schedule to the Semi-Skilled or Food Service Salary Schedules: Calculate the percent difference between the midpoints of the old and new pay grade to determine the percent increase. Multiply that percent times the old base rate to determine placement in the new range. Promotional increases will only be granted when the percent difference between midpoints is one percent (1%) or more to a maximum of eleven percent (11%). Under no circumstance will the employee's promotional base rate of pay exceed the new pay grade maximum.
- From the Semi-Skilled or Food Service Salary Schedule and from Another Salary Schedule to the Skilled Trades Salary Schedule: Calculate the percent difference between the midpoints of the old and new pay grade to determine the percent increase. Multiply that percent times the old base rate to determine placement in the new range. Promotional increases will only be granted when the percent difference between midpoints is one percent (1%) or more to a maximum of thirteen percent (13%). Under no circumstance will the employee's promotional base rate of pay exceed the new pay grade maximum.

Note: If the minimum of the new pay grade is greater than the employee's new calculated base rate, the employee's base rate of pay will be the minimum of the new pay grade, except when the intern procedure is recommended or in the case of temporary promotions.

3. **Temporary Promotions:** These procedures will be under further study and review by the Consolidated Language Team, comprised of representatives from the various employee groups during the 1997-98 fiscal year. The applicable temporary promotion language currently in effect will continue to be used for each salary schedule until the new consolidated promotional language for the non-instructional salary schedules can be agreed upon and finalized.

4. **Temporary Promotions on the SEIU Salary Schedules:** Beginning with the 1990/91 fiscal year, employees temporarily assigned from a position in a job classification covered by the Agreement to assume the duties of an absent employee assigned to a higher job classification covered by the Agreement shall receive the lesser of eleven percent (11%), thirteen percent (13%) from Semi-Skilled or Food Service to Skilled Trades, added to their base rate of pay or the amount he/she would have received had the employee been actually promoted to the position on a regular basis. The duration of a temporary assignment shall not be less than ten (10) consecutive working days and shall not exceed ninety (90) calendar days and will require approval of the appropriate Cabinet member or his/her designee. The temporary pay increase shall apply to all paid hours beginning the effective date of the temporary promotion. Any exceptions to the above must be approved by the Superintendent or designee.

F. RECLASSIFICATIONS

1. **Reclassification to a Higher Pay Level/Grade:** When a position is reclassified to a higher pay level/grade, the incumbent's current rate of pay shall be increased to an amount in the newly assigned pay level/grade which equals a one percent (1%) or more difference between the midpoints of the old and new pay level/grade added to the employee's base rate of pay not to exceed five percent (5%) or the new pay level/grade maximum. If the minimum of the newly assigned pay level/grade is greater than the employee's new calculated rate of pay, the employee's rate of pay shall be the minimum of the new pay level/grade.

2. **Reclassification to a Lower Pay Level/Grade:** When a position is reclassified to a lower pay level/grade, the incumbent's current base rate of pay shall be retained, provided it falls within the range of the newly assigned pay level/grade.

Note: If the employee's current base rate of pay exceeds the maximum of the newly assigned pay level/grade, the rate of pay will be reduced to the new maximum on the Board approved effective date of reclassification.

G. PROCEDURES FOR DEMOTION

A demotion is defined as movement to a lower pay level/grade due to disciplinary action. An employee who is demoted shall have the current base rate of pay decreased to an amount in the newly assigned pay level/grade which equals a one percent (1%) or more difference between the midpoints of the old and new pay level/grade subtracted from the employee's base rate of pay, effective on the date of entry into the new position.

If the minimum of the new pay level/grade is greater than the employee's new calculated rate, the employee's base rate of pay will be the minimum of the new pay level/grade. If the maximum of the new pay level/grade is less than the employee's new calculated rate of pay, the employee will be brought to the maximum of the new pay level/grade on the Board-approved effective date of the demotion.

H. PROCEDURES FOR DOWNGRADE

1. **All Salary Schedules:**

(a.) **Involuntary:** When an employee is moved to a lower level/grade at the request of the Board for a reduction in force, the employee will move to the new salary range at the current base rate of pay, provided the current base rate of pay is equal to or less than the established pay level/grade maximum. If the employee's current base rate of pay exceeds the new pay level/grade maximum, the employee's rate will be reduced to the new pay level/grade maximum on the effective date of the downgrade.

An employee will not be eligible for any re-promotional salary increase until he/she exceeds the highest pay level/grade previously held.

(b.) **Voluntary:** When an employee is moved to a lower level/grade at the employee's request, the current base rate of pay shall be decreased to an amount in the newly assigned pay level/grade which equals a one percent (1%) or more difference between the midpoint of the old and new pay level/grade subtracted from the employee's base rate of pay, effective on the date of entry into the new position.

I. LATERAL MOVE

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

J. TERMINATION AND REINSTATEMENT

An employee who terminates employment and is reinstated in the same or higher job classification may receive the previous rate of pay. An employee who is rehired to a lower job classification will receive the previous rate of pay, not to exceed the new pay grade/level midpoint currently in effect.

K. OVERTIME ELIGIBILITY

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

1. **Work on Holidays:** Non-exempt employees required to work on paid holidays shall be compensated at a rate of one and one-half (1-1/2) times their base rate of pay for all hours worked in addition to their straight-time holiday pay. Non-exempt employees required to work on unpaid holidays shall be compensated at their straight time base rate of pay for all hours worked up to and including forty (40) in one week.

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

3. **Compensatory Time:** A non-exempt employee will be eligible for compensatory time off for hours worked in excess of the assigned work week as approved in advance by his/her director. Hours worked over the normal work week schedule up to and including forty (40) hours will be taken on an "hour-for-hour" basis. Hours worked over forty (40) in a work week must be taken at "one and one-half (1-1/2) hours" for each hour of overtime worked.

Compensatory time for all employees must be used within six months from the time earned. It will be the supervisor's responsibility to keep track of this time limit.

L. FACILITY LEASE HOURS

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

1. An affected employee shall receive either straight time or overtime for all hours worked whichever is appropriate. For non-exempts, this will depend on the total number of hours worked by the employee during the normally scheduled work week.

2. An affected employee (non-exempts only) shall receive time and one-half and appropriate shift differential for all hours worked regardless of the total number of hours worked during the work week whenever the employee has not had the opportunity (excluding the use of sick, personal, or vacation hours) to accomplish the normal forty "sweat" hour requirement for the computation of overtime, i.e., Spring Break, Thanksgiving, Christmas holiday period.

M. PROCEDURES FOR PAYMENT OF ADDITIONAL OR TEMPORARY POSITIONS

1. When an employee is paid from funds outside of the primary budgeted position and in the same job classification as the primary job, the employee will receive the same rate of pay.

2. When an employee is paid from funds outside of the primary budgeted position and in a different job classification from the primary job, the employee will receive the minimum rate of pay in the appropriate salary range for that job classification. If the additional or temporary position to which the employee is assigned has a PESPA-represented job title, the employee will be paid at the minimum of the appropriate PESPA pay grade.

Full-time regular supporting services personnel will be permitted to work two or more jobs only in those instances where prior approval has been granted through the assistant superintendent, human resources or designee. Except where expressly approved by human resources, full-time regular supporting services employees shall not be permitted to work in two or more jobs where the total number of hours worked exceeds forty (40) hours per week.

N. PROCEDURES FOR PAYMENT OF SUBSTITUTES

Substitute teachers who work as substitutes in supporting services job classifications shall be paid the substitute teacher rate for all hours worked in the supporting services job with the exception of Cafeteria Attendant, Food Service Assistant-SUB, Bus Driver-SUB, and clerical substitutes - "Classification 1 and 2."

O. SHIFT DIFFERENTIAL (Non-exempt)

1. Any full-time or part-time non-exempt employee whose regularly assigned shift ends at 7 p.m. or after shall receive a shift differential of twenty-five cents (\$.25) per hour for all hours worked.

2. Any full-time or part-time non-exempt employee whose regularly assigned shift begins on or after 10 p.m. shall receive a shift differential of thirty-five cents (\$.35) per hour for all hours worked. Employees assigned to relocatable crews shall receive an additional fifteen cents (\$.15) per hour for all hours worked during the moving of relocatables during the year.

Any hourly shift differential received by an employee shall be paid only on actual hours worked in any pay period and shall be excluded from holiday, vacation, and sick leave pay.

P. CALL-BACK AND CALL-IN PROCEDURES (Excluding Administrative)

1. An employee who is called to report for work at times other than the regularly scheduled hours shall receive the applicable rate of pay, or compensatory time, for all time worked. In no event will the employee receive less than two (2) hours straight time pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.

2. An employee who reports for work at the regularly scheduled time shall receive a minimum of two (2) hours work at the applicable rate of pay, or two (2) hours pay at the straight-time hourly base rate unless:

- the employee leaves earlier based on their own decision
- the employee is suspended or dismissed
- work is not available for reasons such as fire, flood, power failure, hurricane, tornado, explosion, strike, or civil disturbance
- no lunch is prepared for serving (food service employees only)

Q. NEW CLASSIFICATIONS

New classifications must be requested by the appropriate cabinet member. New positions must be recommended by the superintendent and approved by the board. The classification and pay level/grade of each new position shall be recommended by the compensation administration section of the human resources department and submitted to the cabinet for their concurrence. The superintendent will then make a recommendation to the board for approval.

ARTICLE 14

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

- A. The job classifications set forth in Appendix A of this Agreement are made a part of this Agreement.
- B. The Board has the sole and exclusive right to create, revise, and delete job classifications and job descriptions. However, before exercising its rights in this section, the Board shall first notify the Union in writing of the anticipated action.

- C. A job description shall not be construed so as to restrict in any manner the rights of the Board to assign work to employees, nor to grant or concede to an employee or any group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the job description of the employee's job classification or is described in another job description. When a question arises over job assignment, the Board and the Union agree that the guiding principle shall be "work first, grieve later" but in all such matters the administrator/supervisor shall have sole discretion to proceed with or delay the job assignment to allow discussion or consultation.
- D. Employees may be assigned to perform work outside of, above, or below their job classification and in this connection, there shall be no abuse in making assignments. It is inherent in all job classifications to instruct and assist other personnel as may be required.
- E. Bargaining unit employees shall be afforded the opportunity to discuss and review their job description with the responsible administrator/ supervisor. Such requests shall allow for prior notice and shall not interfere with operations such as scheduled bus runs, meal serving hours, etc.
- F. It is understood by the parties that job descriptions will be the basis for work assignments. Bargaining unit employees may be assigned to work outside their job description in order for them to work the number of hours designated for their regular, normal shift. Employees may be assigned work outside the job description in emergency situations or when work covered by the job description is not available.
- G. Employees may be assigned work outside of their job description in order to train and eventually qualify them for promotion or transfer to other types of work as openings occur. The parties agree that work assignments for training are mutually beneficial and are necessary in order to train and qualify employees for promotion to openings which occur. Such training assignments will be authorized by the administrator/supervisor in advance. Upon completion of an authorized training assignment, information shall be documented by the administrator/supervisor and placed in the employees' personnel file. Special evaluation forms may be used for this purpose. For purposes of this section, approved training and/or internships shall be defined as structured training activities conducted under the supervision of management which provide skills and/or information designed to assist employees in performing their current assignment better or to prepare them for future promotion within the district.
- H. Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range. Training assignments to work in a higher job classification shall not be compensated as a temporary promotion.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- A. Hours worked in excess of forty (40) within a workweek shall be paid in accordance with Article 13 K.

- B. The workweek begins Saturday 12:01 a.m. This Article is intended to define the standard workweek and is not to be construed as a guarantee of any number of hours pay or work per day, per week, or per payroll period.
- C. The Board may adjust the length of the workweek and/or workday for financial reasons. In this connection, the Board will notify the Union as far in advance of the adjustment as possible, and provide pertinent financial data used in arriving at this decision.
- D. The development and revision of the payroll calendar, designation of payroll periods, pay dates, and other related considerations are the sole and exclusive prerogative of the School Board and are not subject to the grievance procedure.
- E. The Board, through the Superintendent and subordinate levels of supervision, shall have the right to require overtime and to change work schedules where deemed necessary. No employee or group of employees may refuse to work overtime. The immediate supervisor may excuse an employee from an overtime assignment if, in the supervisor's opinion, there is another qualified employee who is available and capable of completing the assignment to the supervisor's satisfaction. An employee who accepts an overtime assignment and fails to report for such assignment may be subject to disciplinary action.
- F. Employees shall be granted an unpaid meal period as near as practical to the middle of a full-time shift. The length of the meal period will be between thirty (30) and sixty (60) minutes as determined by Management.
- G. Two fifteen (15) minute paid rest periods shall be granted to full-time employees - one midway during the first half of the workday and the other midway during the final half of the workday insofar as practical.
- H. Meal and rest periods shall not be taken in such a manner as to interfere with operations, such as scheduled bus runs, meal serving hours, etc.
- I. Management shall have the right to adjust shift hours and starting times when schools are not in session or as deemed necessary. Except when required to attend in-service and staff development activities or when emergency circumstances prevail, employees working the evening or night shift will not be required to double back on a daily basis to work the following day shift but may volunteer to do so.
- J. Employees may be assigned to work the evening or night shift where deemed necessary by Management, consistent with job classifications and qualifications. Maintenance/Warehouse employees may be assigned to work the evening or night shift where deemed necessary by management. Assignment to work these shifts will be accomplished by selecting volunteers, acceptable to the immediate supervisor, from the same work unit who have the appropriate skills. In this connection, the assignment of employees will be accomplished first by volunteers within the classification. If the required number of volunteers is not obtained, the assignment shall be accomplished by seniority with the least senior employees in the job classification being assigned until the number of employees has been attained. Employees so assigned shall receive shift differential where applicable as defined in Article 13.

- K. No employee shall suffer any reduction in his/her normal scheduled hours of work to preclude the payment of overtime. In the event any employee in the unit is assigned to work overtime, he/she will not be required to use accrued vacation nor be placed in a "leave without pay" (inactive) status during the basic workweek in order to compensate or offset the overtime hours worked or to be worked.
- L. As far as the character of the work permits, during the term of this Agreement, schools and departments will endeavor to equalize distribution of overtime. Voluntary overtime will be offered to employees consistent with factors such as job classification, skills, and abilities. Management will make payroll prelists available to a Union representative who furnishes adequate prior notice of such request and which indicates the employee in question.

ARTICLE 16

HOLIDAYS

- A. During the term of this Agreement, bargaining unit employees shall receive time off with pay for six (6) paid holidays. The School Board will designate holidays to be observed during the year, including alternate days of observance when the holiday falls on a Saturday or Sunday. The Board will determine which schools and departments will be closed in observance of holidays. The Board will make every reasonable effort to designate two (2) of the paid holidays a part of the year-end holiday period each year.
- B. An employee is eligible for holiday pay regardless of whether he/she is in a paid or unpaid status on the regularly scheduled workday immediately preceding and immediately following the holiday.
- C. Regular part-time bargaining unit employees who are scheduled to work two and one-half (2.5) hours or more per day shall receive pro rata pay for holidays provided that they are eligible as set forth herein.
- D. Employees who are scheduled or are called to work on one of the six (6) designated paid holidays in the payroll calendar shall receive the holiday pay, if eligible, and the applicable rate for hours worked to be paid at time and one-half for all hours worked regardless of the number of hours worked during the week the holiday fell. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.
- E. If a holiday falls within an employee's approved vacation, the employee will receive holiday pay and vacation will not be charged.
- F. All holidays earned must be taken as time off or paid on the same day that it is earned.
- G. Temporary and substitute employees are not eligible for holiday pay.

ARTICLE 17

VACATIONS

- A. Employees who are assigned to work twelve (12) months and three (3) or more hours per day shall accrue vacation from most recent date of hire.
- B. Employees covered by this Agreement may use accrued vacation on a regularly scheduled work day.
- C. Unused vacation is payable to twelve (12) month employees who terminate for any reason.
- D. Vacations will be requested and approved in advance. Requests for specific times will be granted consistent with work load and work schedule requirements and in this connection, every reasonable effort will be made to grant employees their requested vacation dates. Where conflicts occur, senior employees will receive preference over other employees with less School Board service.
- E. Twelve-month personnel will accrue paid vacation as follows:
 - 1) Five years or less service: one (1) paid vacation day for each month (or major fraction) worked (12 days per year).
 - 2) More than five years service: one and one-fourth (1-1/4) paid vacation days for each month (or major fraction) worked (15 days per year).
 - 3) More than ten years service: one and one-half (1-1/2) paid vacation days for each month (or major fraction) worked (18 days per year).
- F. Accrual of vacation shall begin on the most recent date of employment to a twelve month assignment. Vacation accrual shall not be applicable to service rendered in prior assignments which were of less than twelve months duration. Utilizing the formula in Section E above, employees shall not be permitted to accrue more than sixty-two (62) days of unused vacation.
- G. Unused vacation will be paid to date of retirement or termination, and shall normally be paid to the employee(s) within thirty (30) days of the effective date.
- H. Probationary employees may utilize accrued vacation time when duly approved.
- I. Temporary and substitute employees will not accrue vacation.

ARTICLE 18

SICK LEAVE

- A. Employees who work two and one-half (2½) or more hours per day in regular positions shall accrue sick leave at the rate of one-half paid day for each two (2) weeks' service. One-half of a paid day is equal to one-half the number of hours the employee is scheduled to work times his/her base rate.
- B. Sick leave may be used on a regularly scheduled workday for bona fide illness of the employee, illness and/or death in the immediate family, to attend a funeral, or for a medical or dental appointment. Immediate family is defined as spouse, father, mother, sister, brother, child, step-child, foster child, mother-in-law or father-in-law, or any person who is a member of the employee's immediate household. An obituary notice or other suitable document may be required prior to the payment of funeral leave.
- C. An employee suspected of abusing sick leave may be required to provide medical proof of ability to return to work after each absence. Employees who are absent five (5) or more consecutive workdays may be required to pass a physical examination and obtain written clearance before returning to work. Should a physical examination reveal a physical defect that cannot be reasonably accommodated in order for the employee to continue his/her assigned duties, the following procedure will apply:
 - 1) The employee will be relieved of his/her duties immediately without prejudice. If he/she has accrued sick leave time, he/she may request and be granted sick leave.
 - 2) He/she will remain in off-duty status or on sick leave for a period of five (5) working days in order to give him/her time to determine whether or not he/she can be reasonably accommodated.
 - 3) Not later than the end of the five-day period, he/she will notify the administrator/supervisor concerned in writing what action he/she plans to take.
 - 4) If corrective action causes continued absence, accrued sick leave may be used. Absence beyond the time allowable as sick leave may be authorized under temporary inactive status.
 - 5) Should he/she notify the administrator/supervisor that he/she refuses a reasonable accommodation, his/her employment may be terminated without prejudice.
 - 6) Prior to his/her return to employment, it will be necessary for him/her to be cleared by their personal physician. Written clearance will be submitted to the administrator/supervisor.
 - 7) If the personal physician recommends further treatment, the employee will be notified to secure treatment of the condition and to provide notification to his/her supervisor within sixty (60) days by the personal physician that the employee is under his/her care for the condition noted. If the supervisor does not receive this notification, the employee will be terminated.
- D. Employees who cannot report for work for any reason (illness, tardy, emergency, etc.) shall contact their administrator/supervisor no later than the scheduled start of their workday, or as otherwise specified by

the school or department. Failure to call and report absence without good and sufficient cause as determined by the administrator/supervisor will be charged as an unexcused absence and may be cause for disciplinary action. The Board shall provide recording procedures for the purpose of receiving report-offs.

- E. The administrator/supervisor may approve the use of accrued sick leave for the employee's personal reason(s) up to a maximum of four (4) days noncumulative in any fiscal year. Planned non-emergency use of sick leave for personal reasons shall normally be requested at least two (2) work days in advance and may be used in increments of one-half hour or more.
- F. Sick leave may be accumulated without limit and shall be charged by actual hours used. An employee shall not be entitled to sick leave in excess of the amount accumulated to his credit.
- G. Employees who are laid off and recalled will retain sick leave that is unused at the time of layoff. Employees who transfer within the school system will retain sick leave credit. Similarly, employees who resign and are rehired will have unused sick leave restored to their credit.
- H. An administrator/supervisor may refer an employee to his or her primary care physician for verification of fitness. Placement shall be consistent with any restrictions included in the attending physician's release at the time of return. Failure to comply with this provision shall result in the employee's suspension without pay until such time as he/she complies with the provisions of this subsection.
- I. Bargaining unit employees may have up to ten (10) days sick leave restored when approved by the School Board for personal injury or because of illness incurred in the performance of their assigned duties. All job-related accidents, injuries and illnesses shall be subject to verification. This provision shall not apply to communicable diseases, such as influenza, etc.
- J. Any termination of employment pursuant to Article 24 shall be appealed through the Administrative Procedures Act (Chapter 120, Florida Statutes).
- K. Terminal pay shall be granted to an employee at retirement or to his/her beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), the Teachers Retirement System (TRS), or the State and County Officers and Employees' Retirement System (SCOERS) at normal retirement or disability retirement as provided by law. Evidence of service retirement shall be determined by a signed copy of the "Application for Service Retirement." Evidence of disability retirement shall be determined by a statement of disability from the retirement office. Payment for such terminal pay benefits shall be as follows:
 - 1) Retirement: Subsequent to ten (10) years of service in the Pinellas County School System, the employee shall receive payment for unused accrued sick leave under the following formula:
 - Subsequent to ten (10) years - 65%
 - Subsequent to fifteen (15) years - 70%
 - Subsequent to twenty (20) years - 80%
 - Subsequent to twenty-five (25) years - 90%
 - Subsequent to thirty (30) years - 100%

- 2) Termination by Death: The employee's beneficiary shall receive payment based upon the following formula:
 - a) During the first three (3) years of service, the daily rate of pay shall be multiplied by thirty-five percent (35%) times the number of accumulated sick leave days;
 - b) During the next three (3) years of service, the daily rate of pay shall be multiplied by forty percent (40%) times the number of accumulated sick leave days;
 - c) During the next three (3) years of service, the daily rate of pay shall be multiplied by forty-five percent (45%) times the number of accumulated sick leave days;
 - d) During and after the tenth (10th) year of service, the daily rate of pay shall be multiplied by fifty percent (50%) times the number of accumulated sick leave days; and
 - e) Subsequent to thirteen (13) years of service, the daily rate of pay shall be computed using the percentages applicable if the employee had retired.

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

ARTICLE 19

INACTIVE STATUS

- A. Extended absence without pay on temporary inactive status may be granted for health or other personal reasons, provided that:
 - 1) Such request is made in writing and is supported by adequate documentation.
 - 2) The administrator/supervisor concurs and recommends approval.
 - 3) The request is approved by the Assistant Superintendent for Personnel or designee.
 - 4) Such request is not for a period in excess of thirty (30) calendar days. In this connection, an extension of time may be requested by the employee and granted at the sole discretion of the Board as set forth above.
 - 5) If sick leave or vacation is available, employees may elect to apply such sick leave or vacation to their leave of absence if the employee indicates that desire on PCS Form 137, Request for Leave of Absence and use of the leave is applicable.
- B. During unpaid status, no benefits or credit for experience shall accrue; however, no accumulated benefits will be lost.
- C. Employee participation in group insurance may continue if the employee is otherwise eligible and pays the premium in advance to the Risk Management Department.

- D. Return from Inactive Status: If return is within ninety (90) days, the employee, by mutual consent of his/her administrator/supervisor, may be reassigned to the same position. If return is subsequent to ninety (90) days, every effort will be made to return the employee to the same position if recommended by his/her administrator/supervisor, or to a similar position. All assignments shall be contingent upon availability of vacancies at the time of return.
- E. Employees on approved inactive status who accept employment outside of the school system may be terminated without prejudice.
- F. Employees on approved inactive status shall advise the Employment Office of their correct address and home telephone number, if available, at all times.
- G. Under the provisions of this Article, the following shall in no event be subject to the grievance procedure:
- 1) Termination under section E of this Article or due to failure to comply with section F of this Article.
 - 2) Termination due to lack of an available opening when inactive status expires.
 - 3) Postponement of requests for inactive status up to ten (10) working days.
- H. Employees may be granted early return from inactive status, provided that:
- 1) Such request is made five (5) working days in advance.
 - 2) Requests are submitted in writing to the Employment Office.
 - 3) An opening exists in the classification.
 - 4) If no opening exists, the employee may:
 - a) Remain on inactive status for the remainder of the originally approved time period; or
 - b) Terminate without prejudice.
- I. One (1) bargaining unit employee will be granted leave of absence without pay (inactive status) to accept a full-time position with the Union. Such leave shall not exceed one (1) year. An employee who returns from Union leave will be offered the next occurring opening in his/her job classification and will be credited with all prior service and unused benefits, if any.

ARTICLE 20

MATERNITY LEAVE

- A. Employees who become pregnant shall be granted maternity leave of absence.
- B. During the sixth (6th) month of pregnancy, the employee will make an appointment with her personal physician who will consider the employee's duties, the job description and coordinate with the personnel department in arriving at the commencement date of the maternity leave.
- C. After delivery, the employee may return to work in the same or an equivalent job classification, provided an opening exists, upon presentation of a written release signed by a competent medical authority

authorizing return to work without restriction. In addition, persons returning from maternity leave may be required to pass a physical examination before returning to work.

- D. Employees will return from maternity leave within six (6) weeks following delivery and furnish a written release by a competent medical authority. Extension of maternity leave must be requested personally by the employee. Requests must be accompanied by acceptable medical documentation. Employees who fail to return to work or extend leave will be terminated from employment.
- E. The employer has the right to verify inability to return to work. Employees, while on leave of absence, may be required to submit to a physical examination. Leave may be cancelled when employees are deemed fit to return to work.

ARTICLE 21

MILITARY LEAVE

- A. Regular Military Service: In time of war, any member of the bargaining unit who enlists or is drafted to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his/her completion of duty in the armed forces, he/she shall receive credit for full months completed toward the next annual appraisal. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge or release from active military duty, and the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.
- B. Temporary Military Service: Temporary leave for military service with the United States Armed Forces or Florida National Guard shall be granted with pay not to exceed seventeen (17) days compensation as provided in Section 115.07 Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session or when departmental operations are in a critical phase. Requests for temporary military service shall be supported by an official copy of the military orders and shall be filed with the school or department two (2) weeks prior to the date leave begins. Pay will be approved only on and between the report and release dates shown on the military orders.
- C. Voluntary Military Service: In time of peace, bargaining unit employees who enter voluntarily into active duty in the armed forces for temporary duty, training duty, or extended periods of service, may be granted military leave at the discretion of the School Board.

ARTICLE 22

COURT DUTY

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

- B. Employees will be required to produce the jury summons or witness subpoena before excused absence or leave is approved.
- C. The Board reserves the right to request that jury duty be deferred where deemed necessary.
- D. Employees who are plaintiffs may request vacation or personal leave pay (up to the maximum allowable of four (4) days per fiscal year) chargeable to unused sick leave.
- E. Employees who are summoned for jury examination or jury duty may be required to secure verification of appearances from the bailiff or clerk of the court.
- F. Employees who are excused early by the court shall report for work when time and circumstances allow.

ARTICLE 23

ON-THE-JOB INJURIES

- A. Any employee who receives a compensable injury/illness while in the course and scope of their employment shall be entitled to receive worker's compensation benefits under applicable Florida Statutes.
- B. An employee may elect to utilize accumulated sick leave first and vacation time, second, to make up the difference between his/her temporary total disability indemnity benefits and the equalized gross amount of his/her bi-weekly salary. In no event shall the worker's compensation indemnity benefit paid in combination with an employee's sick leave or vacation time exceed the employee's equalized gross bi-weekly salary. This benefit shall be payable for the period of time allowed by the worker's compensation statutes.
- C. Employees who have exhausted their sick leave and vacation time may apply for inactive status provided an authorized treating physician confirms they are unable to perform modified job duties or their regular job duties. When an employee begins receiving temporary total disability benefits, the Board may transfer the employee to inactive status.
- D. The Board shall assign an employee who is entitled to receive temporary partial disability or wage loss benefits in accordance with the existing policy and procedures as identified in 6Gx52-4.02 Risk Management. Once placement of the employee has been made, the employee will be entitled to the appropriate temporary partial disability or wage loss benefit under applicable worker's compensation statutes. While the employee is receiving temporary partial disability or wage loss benefits, the Board shall give the employee priority consideration for placement in the original position, a comparable position, or any available position which the employee is qualified to perform, to minimize the temporary partial disability or wage loss benefit exposure to the Board.
- E. Once an employee is released to return to work by the authorized treating physician and fails to attend three (3) employment interviews, or declines appropriate placement, pending worker's compensation benefits may be subject to suspension or such refusal may be deemed earnings of the declined position.

ARTICLE 24

PROBATIONARY PERIOD

- A. All newly hired or rehired employees shall be subject to a six (6) months probationary period. Prior to the expiration of a probationary period, Management may, at its sole discretion, extend the probationary period in ninety (90) day increments and the employee shall sign the cover sheet or cover memo and shall sign and receive a copy of any related appraisal or documentation. Probationary period extensions shall not be subject to the grievance procedure. Upon completion of the probationary period, employees shall continue from year to year unless the superintendent terminates the employee for just cause. Just cause shall be defined by the provisions of Board Policy 6Gx52-5.31. Should the superintendent seek termination of an employee, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).
- B. Prior to completion of the probationary period, Management shall prepare an appraisal of the probationary employee's performance and make the employee aware of the contents.
- C. Management may end the probationary period early at its sole discretion.
- D. Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range.

ARTICLE 25

JOB POSTING AND BIDDING

- A. Vacancies of a promotional nature which occur in positions covered by this Agreement shall be filled by the procedures outlined herein provided the positions are not filled by reassignment of existing personnel within the school, district department, or work unit.
- B. In making such selection, the decision of the responsible administrator/supervisor shall determine the individual best qualified for selection, utilizing the procedures outlined in Section K below.
- C. Entry level positions shall not be subject to the provisions of this article.
- D. Nothing contained herein shall prevent Management from leaving vacant position(s) unfilled.
- E. Notice of promotional vacancies shall be distributed to all work locations where unit employees are assigned.
- F. Definition: A voluntary transfer is when an employee requests a change in work location. Voluntary transfers are not promotional.

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

Procedures for Filling Vacancies:

- 1) Prior to filling on a permanent basis any vacancy created in the bargaining unit by creation of a new job classification within the bargaining unit, a transfer, retirement, or termination, the Board shall invite interested applicants to submit a Job Posting Application specifically addressing their individual qualifications relative to the position posted. Such forms shall be submitted to the Personnel Office and shall be signed by the employee's supervisor in order to be a valid request. Application for promotion must include the recommendation of the immediate supervisor.
 - 2) When a probationary or substitute employee's name appears on the spread sheet, it will be noted that such employee is not eligible to be interviewed unless there are no qualified full time regular employees.
 - 3) All final offers of employment including, but not limited to, transfers and reassignments, shall be made through the Supporting Services Personnel Office. No offers of employment, except those authorized through these procedures, shall be deemed valid.
 - 4) Employees selected to fill vacant promotional postings shall be entitled to assume their new duties within fifteen (15) work days of the date of acceptance of the position. Extensions of this period shall only be by mutual agreement between the employee and the immediate supervisors involved. Interview and selection shall be completed in a reasonable period of time.
 - 5) Employees who are asked to interview during the work day shall be given TDE assignments for such interview time.
- G. Notices shall remain posted in conspicuous locations for not less than five (5) work days.
- H. All applications must be processed by the Personnel Office.
- I. Interviews and screening procedures will not commence until such time as the deadline for application has expired. Applicants may be given an interview prior to a selection being made. Failure to consider a qualified applicant for interview will be considered a proper subject matter for consultation utilizing the procedures in Article 4 of this Agreement.
- J. Management reserves the right to advertise promotional vacancies outside the system when, in the opinion of the responsible administrator/supervisor, the position cannot be satisfactorily filled from within the district. Before advertising any position, the Board will first consider all Job Posting Application forms submitted by qualified unit employees. The Board agrees to maintain a Job Counseling Program which will provide access to information regarding available vacant positions. Employees interested in voluntarily transferring to another position may receive relevant job information by contacting the

Personnel Office at Largo Administration Building. Such information shall include position titles, location, rate of pay, hours, minimum qualifications and deadlines for application. All interviews for such counseling shall be scheduled through the Personnel Office.

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

- 1) Minimum qualifications of the position to be filled.
 - a) Employees considered for internal promotion within a school center, work location or department, or in response to an appropriate posting, shall meet the minimum qualifications set forth in the applicable job description.
 - b) The parties agree that henceforth during the life of this Agreement, experience, for purposes of bidding or applying for a job opening within this bargaining unit, shall consist of information contained in the employee's personnel records at the time the application or bid is filed. NOTE: Employees may update personnel files at any time by providing verifiable information to the Personnel Office.
 - 2) Individual performance appraisals of the applicant;
 - 3) Specific needs of the position to be filled; and
 - 4) Seniority in the Pinellas County system. When qualifications of applicants are relatively equal, seniority shall prevail.
- L. Applicants who are not selected will be notified in writing subsequent to a final determination being made in filling the vacancy.

ARTICLE 26

PROMOTION

- A. A promotion is defined as a duly approved change from a job classification in a lower grade to a job classification in a higher grade.
- B. An employee who is promoted shall have his/her compensation adjusted consistent with the provisions of Article 13, Section E of this Agreement. Promotional increases may be made effective at any time within the sixty (60) day period following successful promotion and shall be made retroactive to the first day of the promotion.
- C. The responsible administrator/supervisor may select and temporarily promote an employee under the following conditions:

- 1) The responsible administrator/supervisor shall have sole discretion in whether or not to fill a temporary vacancy.
 - 2) Temporary promotions shall not be utilized to replace employees on vacation or other types of leave up to ten (10) days.
 - 3) Training assignments to work in a higher job classification shall not be compensated as a temporary promotion. The parties agree that work assignments for training are mutually beneficial and are necessary in order to train and qualify employees for promotion to openings which occur. Such training assignments will be authorized by the administrator/supervisor in advance. Upon completion of an authorized training assignment, information shall be documented by the administrator/supervisor and placed in the employees' personnel file. Special evaluation forms may be used for this purpose.
 - 4) Consecutive temporary promotions to the same position shall not be used to avoid a permanent promotion.
 - 5) The temporary promotion is ten (10) or more consecutive working days.
 - 6) The temporary promotion is less than ninety (90) days, ordinarily.
 - 7) The temporarily promoted employee shall receive compensation consistent with Article 13, Section E of this Agreement.
 - 8) The temporary pay increase shall apply to all hours worked beginning the effective date of the temporary promotion.
- D. The employer will, to the extent possible, use the skills, talents and experience of current employees to fill promotional opportunities.
- E. Upon completion of a temporary promotion or temporary assignment of ten (10) work days or more, a unit employee may request that the responsible administrator/supervisor complete a special appraisal form to become part of the employee's records.

ARTICLE 27

TRANSFER

A. Procedures for Voluntary Transfer

- 1) Employees who desire a transfer to another school or work location shall file a written request with the Personnel Office on a form provided by that office. The request shall include the job classification to which the employee desires to be transferred in order of preference. The employee shall notify his/her immediate supervisor of the request for transfer.

- 2) Voluntary transfers shall be made based on the needs of the position to be filled, the personal qualifications of the applicants, location of the job and the best interests of the system. Seniority shall be used only when all above criteria have been relatively equally satisfied by more than one candidate.

B. Involuntary Transfers and Reassignment

- 1) Involuntary transfers are those transfers instituted by Management.
- 2) Such transfers or reassignments shall be made in the best interests of the system.
- 3) Under no circumstances will an employee be involuntarily transferred for arbitrary or capricious reasons.
- 4) Involuntary transfers or reassignments may be used as a disciplinary remedy or to resolve internal conflicts between members of a department or school center in the best interests of efficient operation.

C. Lateral Transfer

- 1) Full-time employees who desire lateral transfer to another school/department and part-time employees who desire full-time employment shall make such request on a Job Posting Application Form.

ARTICLE 28

REDUCTION IN FORCE

- A. Should circumstances dictate a reduction in force, the Board shall notify the Union prior to its final implementation and afford the Union the opportunity to suggest alternatives.
- B. When it is determined that a specific reduction in personnel or hours is necessary, the following procedures shall be applied:
 - 1) The specific needs of the program, department or school center shall be established and considered.
 - 2) The individual skills and abilities of potential candidates for reduction shall be reviewed by the responsible administrator/ supervisor.

- 3) Performance appraisals and attendance shall be considered.
 - 4) If all of the above factors are substantially equal, length of service in the department or center shall be the determining factor.
 - 5) The decision of the administrator/supervisor shall be final.
- C. Laid-off employees shall have recall rights for ninety (90) calendar days following termination. If the Board shall determine to increase the number of employees (full-time equivalents), such position(s) shall be first offered to the qualified employee(s) thus terminated in inverse order of termination.
- D. Notice of recall shall be addressed to the employee's last address appearing on the records of the school district. Recalled employees shall report to work within ten (10) calendar days from the date of receipt of the recall notice. In the event the recalled employee fails to return to work, he/she shall forfeit all rights to recall.

ARTICLE 29

GENERAL PROVISIONS

- A. **Physical Examinations:** Applicants for hire or rehire must pass a physical examination prescribed by the Board prior to starting work. Applicants may go to a doctor of their choosing at their own expense. In such case, the Board's medical forms must be completed. Employees may be required to pass a physical re-examination at any time. If, during a physical examination or re-examination, a physician diagnoses a condition requiring medical treatment, the employee shall bear the cost of such treatment if it is required for continued employment. The Board, at its sole discretion, may discontinue or modify physical examinations at any time. The parties further agree to comply with all applicable regulations regarding mandatory drug and alcohol testing for those employees who drive School Board vehicles.
- B. **Job Related Staff Development:** The Board agrees to pay the required \$27 per hour tuition costs for CTAE classes successfully completed by employees when such classes are required by their immediate supervisor and are approved by the division head. Such classes shall be for specific job-related duties deemed essential for effective operations.
- C. Bargaining unit employees may be required to punch time clocks or maintain time records and other paperwork as may be required.
- D. The term "days" in this Agreement shall mean calendar days unless otherwise specified.
- E. At the discretion of the administrator/supervisor, the Board may provide a substitute for an absent bargaining unit employee to ensure continuation of work and the efficient operation of the school system.

F. Safety:

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

G. Employee Records:

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

The severity of the problem or employee behavior will determine whether all steps will be followed or a recommendation will be made for suspension or dismissal. Probationary employees may be terminated at any time during the established probationary period without cause.

- 5) An employee's signature on any document which is to be placed in the personnel file shall indicate only that the employee has seen and understands the content of the document.
- 6) Records dealing with the processing of grievances shall be considered public records but shall be maintained in a separate file from the employee's normal personnel file.
- H. Employees may wear unobtrusive insignias signifying Union membership consistent with safety and health.
- I. The Union may be involved in the planning and evaluation of supporting services staff development programs. The point of contact shall be the designated ProEd representative for the supporting services client group.
- J. In imposing any disciplinary measures on a current charge, the administrator/supervisor will not take into consideration any prior infractions of the School Board or department rules and regulations which occurred more than two (2) years previously unless such infractions establish a pattern or history of behavior that supports the current charge under investigation. Following a reprimand, an employee shall be granted permission to confer briefly with his/her steward, if requested, provided however, that operations are in no way delayed, curtailed or otherwise interfered with, such as school bus runs, meal serving, etc.
- K. The Union shall be furnished a list of bargaining unit personnel, provided that:
 - 1) The Union provides ten (10) working days advance written notice of such request.
 - 2) For each list requested, the Union provides advance payment of fifty dollars (\$50.00) or the written request indicates payment shall be deducted from the next membership dues check.
 - 3) All such requests are made through the Human Resources Office.
 - 4) Lists are made using existing computer programs and procedures.
- L. Within thirty (30) days following ratification, the Board will endeavor to provide each unit employee with a copy of this Agreement upon request. Furthermore, the Board will provide each new employee with a copy of this Agreement as part of their new employee orientation.
- M. Unauthorized absence shall be defined as any absence which is not properly chargeable to accrued leave or which has not been approved under any of the other leave provisions provided for in this Agreement. Absence due to emergencies will be given full, fair, and equitable consideration.

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

- N. The Union shall have the right to use the intraschool "pony" mail for distribution of meeting notices. All such correspondence shall be addressed either to individual employees or to the Union Steward at the facility or work site. In utilizing the "pony" system, the Union agrees to comply with the following:
 - 1) The Union will not utilize the "pony" for distribution of material primarily oriented to the election of candidates for public offices.
 - 2) All notices of meetings will comply with the provisions of Article 8, B, C, and D.
 - 3) If it is determined that "pony" mail requires postage subsequent to the ratification of this Agreement, the Union will indemnify and hold harmless the Board and its agents with respect to actions taken in compliance with this section.
 - 4) The Board shall reserve the right to terminate the Union's ability to utilize the "pony" system if it is misused or if the provisions of this section are not adhered to by the Union.
- O. The Board agrees to permit the Union's representative to review the personnel transaction log to investigate any concerns regarding personnel status changes. Access may be granted through scheduling an appointment with the Personnel Office designee.
- P. Official Use of Personal Automobile:
Employees who are required to utilize their personal automobiles for official business such as banking, running errands, etc., with advance approval of his/her administrator/supervisor, shall be compensated for mileage at the Board approved rate for the use of his/her automobile.
- Q. Employee Facilities:
The Board agrees to provide access to adult restroom facilities where available. Access to dining facilities will be made available at the discretion of the responsible administrator/supervisor.
- R. School Board Agenda:
The Board will continue to provide a copy of the official Board agenda and minutes to the Union via the normal distribution.
- S. Participation in Meetings:
Whenever a unit employee is mutually scheduled to participate in negotiations or conferences during normal working hours, the employee shall suffer no loss in pay or benefits.

- T. The Superintendent or designee will notify the Union in writing as far in advance as possible whenever a major change is anticipated or proposed that would effect a staffing model which would substantially affect unit employees in this bargaining unit.
- U. Copies of departmental rules, regulations and policies shall be available to Union officials upon request. Any costs incurred for reproduction of the above material shall be paid by the Union. The Administration agrees to honor its duty to collectively bargain with the Union over the impact a proposed change in departmental policy may have with respect to wages, hours, and terms and conditions of employment affecting members of this bargaining unit as determined in F.S. 447.309(1).
- V. Each employee shall be responsible for notifying his/her immediate supervisor, as soon as possible, of any conviction on a misdemeanor or felony charge. Unit employees who regularly or incidentally operate Board vehicles or other automotive equipment on or off public roads shall, as soon as possible, notify their supervisor of any moving violation, forfeiture of bond or restriction, suspension or revocation of their driver's license. Failure to comply with any provision of this section shall be cause for immediate suspension without pay and recommendation for dismissal. Such suspension or dismissal shall be subject to the grievance procedure.
- W. The School Board of Pinellas County shall be designated as a "Smoke Free Work Environment" for all employees. Therefore, smoking shall be prohibited in all School Board facilities as well as the outside grounds surrounding such facilities. There shall be no exceptions to this provision.
- X. Upon written request from the Union, the Board will provide the Union with the names of unit employees placed on 799 status. The Union will be responsible for paying reasonable costs associated with the production of these lists.

ARTICLE 30

DEPARTMENTAL OPERATIONS

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

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

A. FOOD SERVICE

- 1) Food service bargaining unit employees may utilize the transfer request procedure as set forth in Article 27, Transfer, and Article 25, Job Posting and Bidding, of this Agreement.
- 2) Eligible food service employees shall be granted a meal at no cost scheduled during an unpaid thirty (30) minute period before or after student serving hours. This shall be part of the scheduled workday and shall not be used to offset late arrival or early departure. Scheduling will be arranged within each school center to ensure that time will not be added for an unpaid thirty (30) minute period following completion of their normal hours of work.
- 3) Food preparation, serving and cleanup not directly connected with school programs shall be paid in accordance with Article 15, Section T.
- 4) When it is not possible to secure a substitute, the Food Service Manager may require personnel to work additional hours if he/she deems it necessary. Such additional time, if any, shall be paid at the appropriate rate.
- 5) Food service bargaining unit employees who express an interest in training programs, internship programs and similar promotional opportunities shall be considered along with other qualified personnel.
- 6) The Board will endeavor to increase the hours of employees within a work station when adequately supported by increased paid cafeteria participation.

- 7) Transfers and change of job classification among school locations shall be processed in accordance with the rules set forth in the salary plan approved by the Board.
- 8) Employees who work six (6) hours or more shall receive a fifteen (15) minute paid rest period during their regular shift.
- 9) Regular part-time food service workers shall be granted a ten (10) minute paid rest period at a time approved by the manager during their regular shift.
- 10) It shall be the exclusive right of Management to establish and post in each food service facility a daily work schedule for its employees. Such schedules may be altered only by the Food Service Manager and shall not be subject to the grievance provisions of this Agreement. The work schedule shall be posted at each food service facility at the beginning of each year. The food service work schedule shall include, but not be limited to, the following information:
 - a) Employee's name
 - b) Duty hours
 - c) Job classification
 - d) Assignments in the area of:
 - (1) preparation
 - (2) serving
 - (3) clean-up
 - (a) daily
 - (b) weekly
- 11) It shall be the responsibility of the Food Service Manager to transact banking matters relative to their facility. This responsibility may be delegated to food service workers only in the event the Food Service Manager is absent. In this connection, the food service worker will receive the current Board authorized mileage reimbursement for all miles driven round trip to and from the bank and shall be in a pay status while performing same.
- 12) Food service workers shall be advised of their employment status at the time of hiring by the manager and shall sign the status form.
- 13) Unless additional personnel are required to meet the needs of the program, employees shall be given first opportunity to have additional hours assigned to their hours of work as they become available during the school year. Such additional hours shall be assigned to qualified employees with the most seniority, the most senior employee receiving the first additional time. Additional hours will be assigned in accordance with the Board approved staffing model.
- 14) Food service workers shall not be required to use insecticides in the performance of their duties.
- 15) Food service workers shall report all unsafe, faulty, or unhealthful working conditions on the Safety Report Form provided by the employer. The form is to be submitted to the manager and a copy to the administrator.

- 16) The responsible Food Service Manager shall contact employees on a timely basis in the event a reduction in hours of work or total staff becomes necessary. In this connection, such reductions shall become an appropriate matter for consultation under the provisions of Article 4. Employees receiving a reduction in hours may notify their Union officers to schedule a consultation to discuss the rationale of said reduction.
- 17) Promotional vacancies in this department shall be filled in accordance with the terms outlined in Article 26, Promotion.
- 18) At the building level, food service workers shall be given the opportunity to bid on the job they desire to work for the school year and will be considered for that position if, in the opinion of the manager, they are qualified and capable of performing the duties and responsibilities of the position. Selection shall be on the basis of qualifications, appraisals and experience with the most senior qualified employee having first consideration. After the foregoing process has been accomplished and vacancies still remain, other qualified food service workers within the school system shall be considered who have a transfer request form on file and indicate a desire to transfer to the facility where the vacancy exists. All other promotional vacancies in this bargaining unit shall be filled under applicable terms of this Agreement.
- 19) All food service employees shall be required to work their normal work schedule on all duty days established in the annual personnel calendar adopted by the Board. On days when students are not in attendance, activities shall be determined by the Director of Food Service or the Food Service Manager of each school center. Food service workers may be excused on inservice/staff development days only by approval of the manager through request for appropriate leave of absence specified in this Agreement.
- 20) PERSONAL HEALTH AND HYGIENE
In the interest of public health, all food service employees shall comply with all directives and departmental regulations formulated by the Director of Food Service in compliance with state and federal regulations, Board policies and procedures, and departmental guidelines for the safe and efficient operation of the food service program. Where a question arises with respect to the purpose or intent of a specific directive, employees may request a consultation regarding the issue.
- 21) The Food Service Manager shall not assign hours of work to a substitute employee(s) which would result in more hours of work per week to that employee(s) than the least number of hours assigned to be worked in that facility by a regular food service worker.
- 22) Should the Board elect to discontinue the food service program within the district and contract out all food service functions, the Union will be provided an opportunity to discuss the impact of such a decision on employees affected within this unit.

B. PLANT OPERATIONS

- 1) Promotional vacancies in plant operations shall be posted when the administrator/supervisor determines that such openings will not be filled by promotion from within the school or cost center.
- 2) Staffing for all school facilities shall be in compliance with the approved staffing model under the direction of Management. Any modification of staffing patterns must be approved by the Superintendent.

Issues of concern to the Union may be raised through the provisions outlined in Article 4 of this agreement.
- 3) Employees may be required to attend inservice and staff development activities or to return when extenuating circumstances prevail which may necessitate doubling back to work on the next day prior to their regularly assigned hours. Under such circumstances, the employees will receive the normal shift differential for their regularly assigned shift for all hours worked prior to their normal starting time. This provision shall not apply to periods when plant operations personnel are normally moved to daytime assignments when students are not in attendance.
- 4) Employees shall report all unsafe and/or faulty equipment using the Safety Report Form provided by the employer. The form will then be submitted to the administrator/supervisor with a copy to the department head.
- 5) Copies of promotional vacancies shall be delivered to designated officers of the Union by pony mail delivery upon request.
- 6) Upon prior written notification to the administrator/supervisor or designee, full-time regular plant operators may be permitted to leave campus during their non-paid lunch/dinner period. Failure to return to duty on time may result in disciplinary action including the employee's termination.
- 7) In the event of a manpower shortage or emergency situation at any work facility, employees may be required to work overtime to complete the scheduled work.
- 8) A temporary promotion shall be granted to Head Plant Operators and Night Foremen whose schools have been assigned sufficient relocatable hours to increase their staff to the next highest level on the plant operations staffing model. Such temporary promotions shall be effective only for the period of time that the relocatable hours are assigned to the school. The 90 day limit on temporary promotions (Article 26, Section D-6) shall not apply in this instance.

C. TRANSPORTATION

- 1) All runs shall be posted prior to the opening of school and shall be filled on the following basis:
 - a) Drivers' past performance records;
 - b) Needs of the run to be filled; and
 - c) Years of service within the Transportation Department (years of service from other departments shall not be considered).

Factor c) shall govern when factors a) and b) are relatively equal.

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

- 2) Drivers wishing to participate in summer session, extracurricular trips, relief driving, or other authorized overtime shall indicate their desire in writing to the Director of Transportation, who will then make such assignments in accordance with Section 1 above.
 - a) Drivers participating in extracurricular trips are reminded that two (2) trip refusals without good and sufficient reason shall be cause for removal from the extra trip list.
 - b) Any driver so removed who desires to be reinstated to the extra trip list may submit a written request to the Director of Transportation for consideration.
- 3) Information relevant to assignments of drivers for authorized overtime shall be kept by Route Supervisors and shall be made available to Union representatives upon request. Such information shall include, but not be limited to, date of assignment, driver's name, and number of hours involved.
- 4) Compensation for all overtime assignments shall be paid in accordance with Article 15 of this Agreement.
- 5) It shall be the responsibility of each driver to maintain control of the students assigned to his/her bus. Major disciplinary matters shall be referred to the office of the administrator/ supervisor or assistant utilizing the standard Student Conduct Report forms.
- 6) Transportation Department Management will continue the past practice of arranging hearings to resolve problems among drivers, students, administrators/supervisors, school staffs, and parents.
- 7) Drivers may submit written requests to decline voluntary overtime. Such requests must be dated and signed and may be cancelled by a similar written request.
- 8) Paid time for special events which originate and end at the bus compound shall begin fifteen (15) minutes prior to the time the bus is scheduled to depart from the compound and shall end fifteen (15) minutes after return to the compound. Special event bus runs which do not originate at a compound but which begin after the last stop of a regular bus schedule shall be paid only for fifteen (15) minutes after return to the compound.
- 9) Whenever an unscheduled closing of school(s) occurs, affected drivers shall be paid under the provisions of Article 13 of this Agreement.
- 10) School bus drivers who are specifically assigned to work on scheduled inservice days shall be compensated at their regular rate for all hours worked.

- 11) School bus drivers shall wear outer garments and footwear which are consistent with safety and are appropriate for student contact.
- 12) Management will make every reasonable effort to equalize the distribution of student bus loads. Routes required to transport additional students as a result of the absence of another driver will be assigned by Management on an equitable basis. Should a driver consider the assignment to be unsafe or to endanger the safety and welfare of the students, he/she shall immediately notify the Director of Transportation for additional assistance.
- 13) School bus drivers must attend a preschool workshop and will receive their, regular hourly rate of pay for the number of hours authorized by the department for each day of the workshop. Allowable absences are considered to be funeral in family, court duty, illness verified by doctor's letter and military leave.
- 14) During paid layovers, drivers shall maintain cleanliness of buses, drive approved field trips, and perform other related work as assigned by their supervisors. Bus drivers who are assigned to overnight field trips will be reimbursed for meal and lodging expense according to Board policy and procedure. In this connection, paid time on field trips will cease when passengers leave the bus at the destination. Paid time will re-commence when passengers enter the bus for the return trip.
- 15) Bus drivers who accept summer school assignments shall receive the Fourth of July as a designated paid holiday. In order to qualify for holiday pay under this subsection, a driver must meet the established criteria as specified in Article 16, Section B of this Agreement.
- 16) As a part of the routine daily run, each bus driver shall be required to make a pre-trip inspection of his/her bus and to report any defect affecting safety or economy immediately to appropriate transportation personnel.
- 17) Upon request by Union officers, Route Supervisors at each compound will provide a list of all bus drivers by seniority at the beginning of the school year. Such listing will include only the driver's name and the number of years' experience in Pinellas County.
- 18) Drivers' check stubs shall include the number of hours worked and other pertinent information currently shown on the payroll check stub.
- 19) Any vacancy occurring during the school year shall be filled by the most senior driver assigned to the compound at which the vacancy occurs and who desires the vacant run. Vacant runs shall be posted within five (5) working days from the date the run became vacant. Relief driving, exceptional student runs, etc., shall be posted in a conspicuous location and shall remain posted for a period of not less than three (3) working days and will be filled as set forth in Section 1 above. A copy of the posting shall be furnished to the shop steward in the compound where the vacancy occurs. Any driver wishing to apply for a vacant run shall be afforded the opportunity to review the vacant run schedule.

- 20) Buses shall be maintained in conditions meeting required safety standards. No driver will be required to take a bus on the road which is unsafe and/or does not meet the minimum safety requirements.
- 21) All trips not a part of the daily scheduled bus runs within each compound shall be made on a rotating basis with the most senior driver being given the first trip and the next most senior driver being offered the next trip and so on until all drivers have been offered extra trips. The number of hours per trip shall be equalized as far as possible on a monthly basis by increasing or decreasing the number of trips assigned to drivers. Employees who do not want to work extra trips, etc., will be excused from them and will not be subject to the extra work equalization as provided.
- 22)
 - a) All Journeyman Automotive Mechanics shall furnish their own set of hand tools sufficient to perform their assigned duties. All existing hand tools shall be considered "shop tools" and will be available only on a check-out/check-in basis. Such tools shall not be made available to employees for purchase. The Board agrees to provide a tool replacement allowance for all such mechanics in the amount of twenty dollars (\$20) per month. Over the life of this Agreement, the tool replacement allowance will be increased to twenty-two dollars (\$22) per month for 1995 and twenty-four dollars (\$24) per month for 1996. However, new hires shall not be required to possess any hand tool that does not appear on the district list for auto diesel mechanic journeyman positions.
 - b) The Director of Transportation, or his/her designee, has the right to periodically inspect all Journeyman Automotive Mechanics' tool boxes to assure that the tool allowance given to each mechanic is used to upgrade and meet the inventory of tools required of each journeyman mechanic. Receipts of tool purchases must be kept and shown to the Director of Transportation, or designee, upon request.
- 23) No substitute driver will be assigned a run that results in more hours work per week (including extra work) than the least number of hours being worked per week by any regular bus driver in their respective compound.
- 24) All bus drivers and unit employees required to drive School Board owned vehicles shall be subject to the mandatory drug and alcohol testing provisions prescribed by law.

D. MAINTENANCE/WAREHOUSE

- 1) Notification of available overtime shall be made in advance as follows:
 - a) Daily overtime - the end of the scheduled workday preceding the day of assignment whenever possible.
 - b) Weekend overtime - noon on Thursday
 - c) Emergency - notify as soon as possible
- 2) It shall be the responsibility of Management to assign appropriate personnel consistent with materials to be handled and the availability of personnel at the receiving site. When a question

arises concerning the capability of employees to safely unload specific materials, the employees shall contact their immediate supervisor.

ARTICLE 31

INSURANCE BENEFITS

- A. The Board shall provide, to active full time (30 hours or more per week) employees, group term life insurance in the amount of \$10,000.
- B. The parties, through the efforts of the Employee Well Being and Morale Committee, agree to minimize the adverse impact of any increases in health care premiums consistent with the district's contract with its health care provider.
- C. In the event that an employee's coverage in any insurance plan is effective after January 1, the employee's payroll deduction/reduction will be adjusted to insure that adequate premiums have been collected for summer coverage. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary.
- D. For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. Insurance premiums are paid one month in advance and additional premiums are collected to pay for summer coverage. Insurance premiums owed by the employee will be payroll deducted, except in instances of leave of absence or during periods when no pay check is generated. If premiums are not payroll deducted, the employee is still responsible for payment of all premiums through personal payment.
- E. New, full-time eligible employees or other employees who become eligible for group insurance benefits are required to submit all signed enrollment forms to the Risk Management and Insurance Department within thirty (30) days from the date of hire/rehire/eligibility. Coverage is effective the first of the month following a sixty (60) day waiting period in an eligible status. If the application forms are not received within the eligibility period, an employee may not be eligible for coverage due to eligibility requirements and limitations of the insurance carriers.
- F. Employees who are on an approved leave, and do not receive compensation from the Board in any scheduled pay period, may continue their coverage for health, life and supplemental (optional) insurances by timely remittance of a personal check to the Risk Management and Insurance Department for the amount due. The employee will be responsible for the employee's contribution (if any) and the Board's contribution. However, if the employee is on an approved leave the board contribution will continue during a qualified Family Medical Leave.

- G. The Pinellas County School's benefit program is designed as a FLEX (cafeteria) plan. Salary reductions and annual and mid year changes are pursuant to Section 125 IRC regulations. Within the program, the district offers medical, term life, dental, vision and disability products. A dependent care reimbursement account (I.R.C. Section 129) is also available.
- H. Effective 1/1/98, medically disabled employees may qualify for a full waiver of premium (employee and board contribution) while on an approved medical leave. The employee must be completely and totally disabled and unable to perform any type of work for pay, and must have exhausted all sick and vacation time. The maximum length of the waiver is two (2) years.
- I. An employee's insurance coverages will terminate at the end of the month in which he terminates employment, accepts a job/position which is not eligible for group insurance benefits or fails to pay the required premiums when due. If a vested employee retires through the school board, he/she may continue medical and life insurance coverage in effect at the time of retirement at the full cost.
- J. All other provisions regulating insurance coverage shall be governed by the policies and procedures of the Risk Management and Insurance Department, insurance contracts, and this Agreement.
- K. The Employee Well Being and Morale Committee shall be charged with negotiating the annual benefit package offered for contract ratification including: board contributions, reviewing the present group insurance programs, possible plan design changes and examining possible alternatives for future benefit programs.
- L. Recognizing the importance of stabilizing the health insurance rates and expanding the number of persons participating in the group health insurance programs, the parties agree to continue plans of variable contribution levels. This rate will vary depending upon the choice of coverage by the employee.

ARTICLE 32

DRUG FREE WORK PLACE

DRUG TESTING

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

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

Covered employees who operate vehicles in the following safety-sensitive categories are required to be tested: (a) The vehicle has a gross weight rating or gross combination weight rating of 26,001 or more pounds; or (b) The vehicle is designed to transport more than 15 persons, including the driver; or (c) The vehicle is used in the

transportation of hazardous materials in quantities requiring placarding under the regulations issued by the secretary under the Hazardous Materials Transportation Act.

- A. Pre-employment Pre-assignment Testing. Any applicant or current employee selected for a position must test drug-free before being assigned to work in such a position.
- B. Reasonable Suspicion Testing. When a covered employee's conduct or appearance is directly observed as indicative of being under the influence of a drug or alcohol during on-duty time.
- C. Post-Accident Testing. As soon as practicable following an accident, a driver (unless deceased) shall be tested for alcohol or controlled substances when any person involved in the accident has been fatally injured or the covered employee received a citation for a moving traffic violation arising from the accident. Testing will be conducted not later than thirty-two (32) hours after the accident for drugs and not later than eight (8) hours after the accident for alcohol. For the purpose of this rule an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene or a vehicle is required to be towed from the scene.
- D. Random Testing. Drug testing must be conducted unannounced based on a random selection and must be equal to or exceed fifty percent of the total number of covered employees each year. Alcohol testing must be conducted unannounced based on a random selection and must be equal to or exceed twenty-five percent of the total number of covered employees each year. Such testing shall be during on-duty time.
- E. Follow-up Testing. As part of or as a follow-up to counseling or rehabilitation, the covered employee who has self-reported prior to notification of required testing is subject to unannounced follow-up drug or alcohol testing. The covered employee shall be subject to a minimum of six (6) follow-up drug or alcohol tests in the first twelve (12) months.

Section 2. Drug Testing Procedures

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

Section 3. Finding of Drug Use and Disciplinary Consequences

1. Disciplinary action up to and including termination may be instituted against covered employees who have violated the standards of conduct cited in this article. Nothing herein will preclude the board from seeking prosecution for violation of this article and the school board policy where the board deems appropriate.
2. A covered employee who receives a positive drug test result or an alcohol test result (.04 or greater concentration) from a required random, reasonable suspicion, post accident or follow-up test during on-

duty time will be immediately suspended and recommended for dismissal. An employee who refuses to submit to a required alcohol or controlled substance test will be immediately suspended and recommended for dismissal. The employee will be provided with the names of a qualified substance abuse professional (SAP) and resources available from which the employee may choose to seek assistance. Refusal to submit to an alcohol or controlled substance test is defined as (1) failing to provide adequate breath for testing without a valid medical explanation after the driver has received notice of the requirement for breath testing; (2) failing to provide adequate urine for controlled substance testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or (3) the driver engaged in conduct that clearly obstructs the testing process.

3. An offer of employment will be withdrawn for any individual who receives a positive drug test result or who receives a result showing an alcohol concentration of .02 or greater on a required pre-employment test.
4. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required random, reasonable suspicion or follow-up alcohol test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline.
5. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required post accident test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline. Any covered employee who is cited and found guilty of a violation as a result of involvement in an accident will also receive a letter of reprimand. Disciplinary action for subsequent incidents will be taken in accordance with the district's policy of progressive discipline.
6. A covered employee who is convicted of driving under the influence (DUI) or any drug related offense will be recommended for dismissal. Conviction is defined as a finding of guilt, a plea of nolo contendere or entering a pre-trial intervention (PTI) program, whether or not there is a formal adjudication of guilt.

Section 4. All drug testing results will be reviewed by a qualified medical review officer (MRO). The MRO will verify and validate the test results and determine whether each tested individual has passed the drug screen.

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

Section 5. Any employee who questions the positive results of a required drug test may request that an additional test be conducted by an authorized lab facility different from the initial testing facility within seventy-two (72) hours of the results of the first test. This second testing will be at the expense of the employee. If the test results of the split sample are negative, the drug test will be considered negative and the employee will be reimbursed for the cost of the split sample testing. No disciplinary action will be taken for negative test results.

Section 6. When an employee requests Union assistance, the Board agrees to make a reasonable effort when possible to contact a Union officer following the chain of command designated on the Union organizational chart. However, in no instance will the Board delay the substance test for more than one-half hour, while attempting to contact a Union Official.

Section 7. Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person.

Section 8. The district is required to implement a drug testing program in which all affected covered employees are eligible for unannounced testing throughout the year in an objective, random selection process. Covered employees to be tested will be chosen in a lottery from all names in the pool. Every eligible covered employee will remain in the pool throughout the process. A covered employee may continue to drive while awaiting the results of a random test.

Section 9. In the event of invalidation of this article, or section of this article, both the Board and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 33

COMPLETE AGREEMENT

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

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

ARTICLE 34

SEVERABILITY

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

ARTICLE 35

DURATION

- A. This Agreement shall take effect July 1, 1997, and shall remain in effect until June 30, 2000 subject to the Union's right to negotiate a successor Agreement. It is specifically understood and agreed that should the parties to this Agreement fail to reach an agreement on a successor Agreement prior to June 30, 2000, the terms and conditions provided for herein shall remain "status quo" until such time as a successor Agreement is implemented.
- B. On or about April 1, 1998 and April 1, 1999, the Union shall notify the Superintendent of Schools or designee, in writing, of its intention to reopen negotiations. Negotiations shall be limited to Article 13, Salaries; Article 29, General Provisions; Article 30, Departmental Operations; and Article 31, Insurance Benefits, and such other articles as are mutually agreed upon. The entire Agreement will be subject to renegotiation beginning in April, 2000.

IN WITNESS WHEREOF, the aforesaid parties have hereunto executed this Agreement on the 16th day of June, 1998 to become effective on the first day of July, 1998.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, SEIU, LOCAL 1221**

Eugen Heinz
Eugen Heinz, International
Representative

ATTEST:

Donald Vager
Donald Vager, President

WITNESSES:

Donald A. Caruso V.P.

**THE SCHOOL BOARD OF
PINELLAS COUNTY**

Lucile O. Casey
Lucile O. Casey, Chairman

ATTEST:

J. Howard Hinesley
J. Howard Hinesley, Ed.D.,
Superintendent

WITNESSES:

Patricia B. Lynch

APPENDIX A

**SEIU - SKILLED TRADES
NON-EXEMPT JOB CLASSIFICATIONS**

Job Title	Pay Grade
AIR COMPRS/EMER SYS TECH-JOUR	12
APPLIANCE/REFRIG TECH-JOUR	09
AUTOMOTIVE DIESEL MECH-JOUR	09
BOILER INSPECTOR	18
BOILER MECH-JOUR	09
CABINETMAKER	07
CARPENTER-JOUR	07
COMMUN TECH-JOUR	09
COMPUTER TECH	12
ELECTRICIAN-JOUR	09
ELECTRONIC OFC EQ TECH-JOUR	08
ELECTRONICS TECH-JOUR	09
EQ REPAIR MECH-JOUR	09
FIRE ALARM TECH-JOUR	12
GLAZIER-JOUR	07
HEATING/AIR COND MECH-JOUR	09
HEAVY EQ OPER	03
INSTRUMENT MAKER-JOUR	17
INSTRUMENT TECH-JOUR	16
IRRIGATION SYS TECH-JOUR	09
LEAD AUTOMOTIVE/DIESEL MECH	10
LEAD AUTOMOTIVE/DIESEL MECH	10
LOCKSMITH	08
MACHINIST	09
MASON-JOUR	07
PAINT/BODY MECH-JOUR	07
PAINTER-JOUR	07
PLASTERER-JOUR	07
PLUMBER-JOUR	09
ROOFER-JOUR	07
SHEET METAL MECH-JOUR	08
SMALL ENGINE MECH-JOUR	09
UPHOLSTERER GLAZIER-JOUR	07
VIDEO EQ REPAIR SPEC	11
WELDER-JOUR	08

**SEIU- SEMI-SKILLED TRADES
NON-EXEMPT JOB CLASSIFICATIONS**

<i>Job Title</i>	<i>Pay Grade</i>
ADMIN FACIL MAINTENANCE FRMN	25
AIR COMPRS/EMER SYS TECH	13
APPLIANCE/REFRIG TECH	13
AUTOMOTIVE DIESEL MECH	14
AUTOMOTIVE EQUIPMENT OPER	11
AUTOMOTIVE SVC MECH	13
BUS DRIVER	12
BUS DRIVER SUBSTITUTE	10
CARPENTER	13
CEMENT FINISHER	13
CRPT & EQ MAINT TECH	13
ELECTRICIAN	13
ELECTRONIC OFC EQ TECH	13
ELECTRONICS TECH	13
EQ REPAIR MECH	08
ESE VEHICLE OPER	12
FURNITURE REFINISHER	13
GENERAL MAINT TECH I	13
GENERAL MAINT TECH II	18
GENERAL MAINT TECH III	20
GROUNDSKEEPER I	07
GROUNDSKEEPER II	11
GROUNDSKEEPING EQ FIELD MECH	19
HEAD PLANT OPER I	16
HEAD PLANT OPER II	19
HEAD PLANT OPER III	21
HEAD PLANT OPER IV	23
HEATING/AIR COND MECH	13
MAIL COURIER I	08
MAIL COURIER II	14
MASON	13
MULTI TRADES UTILITY WORKER	07
NIGHT FRMN I	11
NIGHT FRMN II	14
NIGHT FRMN III	16
NIGHT FRMN IV	18
PAINT/BODY MECH	13
PAINTER	13
PEST CONT TECH	16
PLANT OPER	03

**SEIU- SEMI-SKILLED TRADES
NON-EXEMPT JOB CLASSIFICATIONS**

<i>Job Title</i>	<i>Pay Grade</i>
PLASTERER	13
PLUMBER	17
POOL TECH	11
ROOFER	13
SHEET METAL MECH	13
SMALL ENGINE MECH	13
STATION ATTENDANT	01
STOCK CLERK I	06
STOCK CLERK II	10
STOREKEEPER	14
TEMP BUS DRIVER CDL TEST/TRNR	12
TIRE REPAIR MECH	17
TOOL ROOM OPER	14
TRUCK DRIVER I	07
TRUCK DRIVER II	13
UPHOLSTERER GLAZIER	13
WELDER	13

*The Bus Driver-Substitute classification is not part of the SEIU Bargaining Unit, but shall be paid at the entry rate of pay grade 10.

APPENDIX C

PINELLAS COUNTY SCHOOL BOARD 1998/99 SEIU SKILLED TRADES SALARY SCHEDULE

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MID</u>	<u>MAXIMUM</u>
01	10.09	12.29	14.48
02	10.34	12.59	14.84
03	10.60	12.91	15.21
04	10.87	13.23	15.59
05	11.14	13.56	15.98
06	11.42	13.90	16.38
07	11.71	14.25	16.79
08	12.00	14.61	17.21
09	12.30	14.97	17.64
10	12.61	15.35	18.08
11	12.93	15.73	18.53
12	13.25	16.12	18.99
13	13.58	16.52	19.46
14	13.92	16.94	19.95
15	14.27	17.36	20.45
16	14.63	17.80	20.96
17	15.00	18.24	21.48
18	15.38	18.70	22.02

APPENDIX D

1998/99 SUPPORTING SERVICES SEIU SALARY SCHEDULE - FOOD SERVICE

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MID</u>	<u>MAXIMUM</u>
01	6.49	7.90	9.31
02	6.65	8.10	9.54
03	6.82	8.30	9.78
04	6.99	8.51	10.02
05	7.16	8.72	10.27
06	7.34	8.94	10.53
07	7.52	9.16	10.79
08	7.71	9.39	11.06
09	7.90	9.62	11.34

APPENDIX C

PINELLAS COUNTY SCHOOL BOARD 1998/99 SEIU SKILLED TRADES SALARY SCHEDULE

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MID</u>	<u>MAXIMUM</u>
01	10.09	12.29	14.48
02	10.34	12.59	14.84
03	10.60	12.91	15.21
04	10.87	13.23	15.59
05	11.14	13.56	15.98
06	11.42	13.90	16.38
07	11.71	14.25	16.79
08	12.00	14.61	17.21
09	12.30	14.97	17.64
10	12.61	15.35	18.08
11	12.93	15.73	18.53
12	13.25	16.12	18.99
13	13.58	16.52	19.46
14	13.92	16.94	19.95
15	14.27	17.36	20.45
16	14.63	17.80	20.96
17	15.00	18.24	21.48
18	15.38	18.70	22.02

APPENDIX D

1998/99 SUPPORTING SERVICES SEIU SALARY SCHEDULE - FOOD SERVICE

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MID</u>	<u>MAXIMUM</u>
01	6.49	7.90	9.31
02	6.65	8.10	9.54
03	6.82	8.30	9.78
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05	7.16	8.72	10.27
06	7.34	8.94	10.53
07	7.52	9.16	10.79
08	7.71	9.39	11.06
09	7.90	9.62	11.34

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Pinellas County School -- SEIU/IBPO
#121

SERVICE EMPLOYEES INTERNATIONAL UNION

Contract Amendments
For 2000-03

(Custodial
unit)

Article 3 - Union Officers and Stewards 2,000 employees

- 10/24/01
- A. The Union will designate one (1) Building Shop Steward for each work location and five (5) Chief Stewards to represent employees in the bargaining unit. The five (5) Chief Stewards shall be designated for the five (5) major divisions, i.e., Plant Operations, Maintenance, Transportation, Food Service, and Warehousing.
- B. The Union shall furnish the Human Resources Office with a written list of the names of all Officers, Building Shop Stewards and the Chief Stewards. Only those persons whose names appear on the list shall be recognized by school system management for purposes of carrying out functions specifically authorized under the terms of this Agreement.
- C. Within five (5) days of any change, the Union agrees to provide written notice to the Human Resources Office of any changes among Union Officers, Chief Stewards or Building Shop Stewards.
- D. The Chief Stewards and Building Shop Stewards shall identify themselves and obtain permission of the responsible administrator/supervisor to enter any school system premises for Union business.
- E. Union Officers, the Chief Stewards, Building Shop Stewards and bargaining unit employees shall not leave work during working hours for purposes of carrying out functions specifically authorized under the terms of this Agreement unless prior written permission is received from the responsible administrator/supervisor on each occasion.

Article 4 - Matters Appropriate for Consultation

- A. Matters appropriate for consultation between the parties include wages, hours, and working conditions under the terms and conditions of this labor Agreement and areas of mutual concern for the Board and the ~~International Brotherhood of Firemen & Oilers~~, AFL-CIO, and Local No. 1221. For the purpose of this Agreement, consultation is defined as a discussion of matters that are within the discretion of the school or department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various schools and departments which comprise the bargaining unit.

Article 12 - Annual Performance Appraisal

- A. The current system of annual performance appraisal is made a part of this Agreement. This includes the appraisal form, procedures, and methods for the assignment of annual review dates and special appraisals. Employees shall have the right to select either the standard appraisal form or the self-appraisal format. Performance appraisal shall be subject to the grievance procedure.

X-6/30/03

4 pages

4 + 70 = 74

Article 13 – Salaries

P. Call-Back and Call-In Procedures

1. An employee who is called to report for work for emergency or critical work situations as defined by their immediate supervisor occurring at times other than the regularly scheduled hours shall receive 1.5 times their normal hourly pay for all hours worked regardless of the time worked that week. In no event will the employee receive less than two (2) hours of time-and-one-half pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.

Article 19 – Inactive Status

- A. Extended absence without pay on temporary inactive status may be granted for health or other personal reasons, provided that:
- 4) The request is not for a period in excess of thirty (30) calendar days and employees will have the right to return to their same position. Employees will not be placed in pending placement status without prior notification. In this connection, an extension of time may be requested by the employee and granted at the sole discretion of the board as set forth above.

J. Professional Leave

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

Article 26 - Promotion

Section C. (2)

If a supervisor knows that an employee will be absent for ten (10) or more consecutive workdays pursuant to the provisions of this article, a temporary promotion for the absent employee's replacement may be granted immediately. The human resources department shall process the temporary promotion upon receipt of verification from the supervisor authorizing such promotion and establishing the dates during which the employee being replaced will be absent. The temporarily promoted employee shall not be required to wait until the conclusion of the tenth day in order to be eligible for compensation. Under extenuating circumstances, a temporary promotion may be used when an employee is replacing another employee on vacation for three (3) or more weeks.

Article 29 – General Provisions

G. Employee Records

- 1) Employees may examine their records provided that arrangements are made in advance and such right is exercised outside of the employee's working hours. Employee records shall constitute all personnel files or records maintained on the employee at the work site and in the district office. Employees shall be furnished with a copy of any written warning or reprimand which is placed in their records and shall have the right to have a written, signed statement placed in their file to answer any material they consider detrimental.

Article 30 – Departmental Operations

A. Food Service

Effective July 1, 2000, the parties agree to eliminate the SEIU Food Service salary schedule. Employees in this bargaining unit currently paid on the SEIU Food Service salary schedule will be placed on the SEIU semi-skilled schedule at a rate determined by the compensation section. The new salary placement will be reflected in the salary schedule for 2000-01. The parties further agree that reclassification language shall apply in making the placement of individuals into the new salary range.

- 23) The parties mutually agree to the initiation of a voluntary uniform policy in the food service department for the 2000-01 school year consistent with procedures established by the department.

B. Transportation

- 25) The parties agree to seek funding for the creation of a revised staffing model in the transportation department that will provide for the following:
 - a) An entry-level regular school bus driver designation for newly employed drivers and those not yet eligible for Level 2 or 3 designation.
 - b) A Level 2 school bus driver designation for drivers assigned to special needs routes or alternative education routes that may be complex and more challenging. A supplement will be developed to encourage drivers to pursue Level 2 designation.
 - c) A Level 3 school bus driver designation for advanced drivers capable of serving in a relief capacity and who will also mentor and train other drivers entering the field.
 - d) A transportation field support trainer.
 - e) A school bus driver trainer/CDL examiner.

The costs associated with creating these positions shall be made part of the salary settlement for the 2000-01 school year and be funded from the revenue available for negotiations with the Union.

The parties agree to explore the feasibility of creating a limited number of 11-month bus driver assignments to accommodate the needs of the district and to provide a smooth flow of services to students and schools. Funding from summer term assignments shall be reviewed as a possible source for

this conversion. The parties will agree on a recommendation prior to the close of the 1999-00 school year.

D. Maintenance/Warehouse

- 3) The parties mutually agree to the initiation of a voluntary uniform policy in the maintenance department for the 1999-00 school year. The district will provide complete uniforms, including a shoe allowance, for employees choosing to wear them consistent with procedures agreed to by the parties to this agreement. It is understood that uniforms will assist the district's strategic plan by allowing maintenance employees to be easily identified as they work in schools and departments.

Article 35 - Duration

- A. This Agreement shall take effect July 1, 2000, and shall remain in effect until June 30, 2003 subject to the Union's right to negotiate a successor Agreement. It is specifically understood and agreed that should the parties to this Agreement fail to reach an agreement on a successor Agreement prior to June 30, 2000, the terms and conditions provided for herein shall remain "status quo" until such time as a successor Agreement is implemented.
- B. On or about April 1, 2001 and April 1, 2002, the Union shall notify the Superintendent of Schools or designee, in writing, of its intention to reopen negotiations. Negotiations shall be limited to Article 13, Salaries; Article 29, General Provisions; Article 30, Departmental Operations; and Article 31, Insurance Benefits, and such other articles as are mutually agreed upon. The entire Agreement will be subject to renegotiation beginning in April, 2003.