BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

and

SEIU/FLORIDA PUBLIC SERVICES UNION, CTW-CLC

2024-2027

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PREAMBLE

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

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

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

ARTICLE 1 RECOGNITION

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

Article 1, Section 2.
FPSU hereby recognizes the Pinellas County School Board or its representative as the public employer’s representative for the purpose of collective bargaining.

Article 1, Section 3.
The bargaining unit consists of the job classifications contained in Appendix A.

Article 1, Section 4.
If an official job classification enumerated in this Agreement is changed or altered by the Board, the employee in such classification shall remain covered by the provisions of this Agreement.

Article 1, Section 5. Changes in the Bargaining Unit

A. The parties recognize that PERC is the approving authority in all cases of unit determination.

B. In the event a classification(s) not now covered by Section 4 of this article is created by the Board and such classification(s) would be embraced within the bargaining unit, provided the parties agree that such classification(s) should be embraced within the bargaining unit, then the Board will provide FPSU with a job description of such classification(s).

C. Whether the parties agree or disagree that the classification(s) should be included in this bargaining unit, the following shall apply:

D. The FPSU may initiate the proper petition to PERC for a determination of the issue.

E. In the event the Union files an appropriate petition for unit clarification, Appendix A shall be modified pursuant to PERC's determination unless either party appeals PERC's decision.

F. Employees who may be affected shall have the option of continuing their relationship with FPSU or discontinuing their relationship until the issue is resolved by PERC unless the Board considers the classification(s) as supervisory or managerial. In this case, the employees who may be affected shall be excluded from the bargaining unit until the issue is resolved by PERC.

G. The Board and FPSU can agree that such classification is part of the bargaining unit.

ARTICLE 2 EQUAL OPPORTUNITY AND NONDISCRIMINATION

Article 2, Section 1.
FPSU, as the certified representative of the employees covered by this collective bargaining agreement, and the Pinellas County School Board, hereby pledge that they will conform to all federal and state statutes and to the Rules and Regulations of the Public Employees Relations Commission and accept members into its organization without regard to age, race, gender, religion, national origin, disability or sexual orientation.

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

Article 2, Section 3.
Alleged violations of this provision shall be referred to the Office of Equal Opportunity for resolution prior to submitting the issue to any state or federal agency that has jurisdiction in such matters.

ARTICLE 3 UNION ACCESS & COMMUNICATION

Article 3, Section 1.

A. Chapter Chair – The Union shall have the right to designate one (1) Chapter Chair to represent employees in the bargaining unit. The Chapter Chair shall be recognized by district management for the purposes of carrying out functions specifically authorized under the terms of this Agreement. In all cases, the point of contact shall be the Chapter Chair, President or designee (Business Agent, Chapter Officers or Organizer) for the Union and the Human Resources Office for the Board. The elected Chapter Chair will have the authority to tentatively approve changes to the contract and stipulations of agreement, pending the approval of the Union President.

B. Stewards – The Union shall have the right to designate Shop Stewards for each work location and Chief Stewards to represent employees in the bargaining unit. In the event a Shop Steward is

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

Article 3, Section 2.
The Union shall furnish the Human Resources Office with a written list of the names of all Officers, Shop Stewards and the Chief Stewards. Only those persons whose names appear on the list shall be recognized by school district management for purposes of carrying out functions specifically authorized under the terms of this Agreement.

Article 3, Section 3.
Within ten (10) business days of any change, the Union agrees to provide written notice to the Human Resources Office of changes among Union Officers, Chief Stewards or Shop Stewards.

Article 3, Section 4.
Union Officers, Chief Stewards, Shop Stewards and bargaining unit employees may leave work during working hours for purposes of carrying out functions specifically authorized under the terms of this Agreement if prior written permission is received from the responsible administrator/supervisor on each occasion, using the Temporary Duty Elsewhere, form 3-650. Approval shall not be unduly withheld.

Article 3, Section 5.
Union Officers, Chief Stewards and Shop Stewards shall have the right to communicate, meet and consult with unit employees during regular working hours provided that:

A. 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.

B. 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.

Article 3, Section 6.
Union officers, representatives and staff shall be permitted to visit any worksite to conduct union meetings or communicate with board employees. Visits shall not interfere with or interrupt work operations or performance of employee's duties. Meetings shall require prior approval of the appropriate administrator.

Article 3, Section 7.
When visiting a worksite, the union representative(s) shall give reasonable advance notice to the appropriate administrator and shall report to the office upon arrival. Except as otherwise authorized by the Assistant Superintendent, Human Resources Services, no more than six (6) union representatives shall visit a worksite at one time.

Article 3, Section 8.
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 3, Section 9.
The Board agrees to provide bulletin board space for use by FPSU at all locations where FPSU bargaining unit members work.

Article 3, Section 10.
Bulletin boards or bulletin board space shall be large enough to accommodate up to four (4) notices 8 1/2" x 14" at each authorized location.

Article 3, Section 11.
Appropriate space will be designated and made available by the administrator/supervisor at each unit employee's time clock or designated sign-in area for the placement of the Union bulletin board. Bulletin boards provided by the Union may be lockable and Plexiglas covered.

Article 3, Section 12.
The Board will provide a lockable Union bulletin board (not to exceed 4' x 4') at each bus compound. The supervisor will allow posting materials

permissible under this Article and maintain the key. In addition, the Union shall have keys to all Union-owned bulletin boards.

Article 3, Section 13.
The Union shall have the right to use school mailboxes, if provided for some or all employees, subject to reasonable building and/or district regulations.

Article 3, Section 14.
The Union shall have the right to use the intra-school "pony" mail for distribution of meeting notices and newsletters. All such correspondence shall be addressed either to individual employees or to the Union Steward at the facility or work site. In utilizing the "pony" system, the Union agrees to comply with the following:

A. The Union will not utilize the "pony" for distribution of material primarily oriented to the election of candidates for public offices.

B. 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.

C. 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.

Union Leave
The Union may, at its discretion, request leave for employees to promote Union business. Such requests must be made at least seven (7) working days in advance of the leave, except in extenuating circumstances. The Superintendent or designee shall have the discretion whether to grant the request. The Union agrees to reimburse the Board the full daily rate of pay for those employees.

Legislative Priorities
Annually, the Union and the Board will develop a list of mutual legislative priorities. The Board and the Union agree to mutually promote these goals. The Union will provide data and financial support as determined by the Union. The Board agrees to grant temporary duty elsewhere leave to

employees identified by the Union as necessary for the promotion of these goals.

ARTICLE 4 QUALITY PUBLIC SERVICE COUNCIL

Article 4, Section 1.
In order to provide a means for continuing and improved communication; to serve as a forum for discussing and initiating programs designed to generate cost savings without a reduction in public services and to enhance the skills, training and job satisfaction of workers; a Quality Public Service Council will be established. Upon mutual agreement of the parties, additional councils may be formed should the parties agree to establish councils for sub-function areas.

Article 4, Section 2.
Three (3) representatives selected by the Union along with the FPSU President or their designee will meet with three (3) representatives selected by the Superintendent or designee a minimum of three (3) time per year. One meeting shall be held within thirty (30) working days after ratification of the Agreement. Additional meetings shall be held upon mutual agreement of the parties.

Article 4, Section 3.
The Union will select from among its representatives a co-chair and management will also select a co-chair. The co-chairs shall be jointly responsible for establishing the agenda for each Council meeting in advance and shall alternate each meeting as the Chair of the Council. The co-chair or designee who is not chairing the Council meeting will be responsible for taking the minutes of that Council meeting. After the meeting the co-chairs will review, finalize and sign those minutes.

Article 4, Section 4.
The Council may discuss issues which could result in an improved quality of work life both on the job and after work hours, as well as improving the quality or work performed and employee training programs. The Council may also discuss other matters mutually agreed upon by the parties; however, Council meetings are for the purpose of positive programs and results and are not meant to become gripe sessions for either workers or administrators. Whoever is serving as Chair of the Council meeting shall admonish and declare out of order any member

who would use a Council meeting as a forum to criticize an employee or administrator. In addition, there will be no retaliation taken against a Council member for reason of that member expressing in good faith their ideas and opinions to promote the functions of the Council.

Article 4, Section 5.
Council meetings are not intended to bypass the collective bargaining process or the grievance procedure; however, a Council has the right to jointly develop written bargaining proposals on relevant subjects along with written rationale for the proposals and may request the Union and the Board to place such joint proposals on the bargaining agenda for the next round of bargaining between the parties.

Article 4, Section 6.
The Agreement shall be amended at any time during its term by mutual consent and ratification of parties. However, the Union and Board may stipulate on matters not expressly provided for in the Agreement by means of a written memorandum of understanding between the Board and the Union. A memorandum of understanding is binding upon execution by the Superintendent and the Union President but requires subsequent ratification unless its duration is for a period of one year or less.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

Article 5, Section 1.
In the event of a request for an adjustment arising under this Agreement, or a dispute over the application of this Agreement, there shall be no suspension of work and the procedure for adjustment shall be followed as set forth in this Article.

Article 5, Section 2.
The presentation and hearing of grievances shall normally be conducted during the regular working period of the aggrieved employee. Unit employees and the Union representative involved in the presentation and hearing of grievances provided herein shall suffer no loss in pay. 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. Upon mutual agreement of the Board and the Union, grievance meetings may

be held remotely by video conference.

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

Article 5, Section 3.
Grievance time limits may be extended by mutual agreement.

Article 5, Section 4.
A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at any step shall automatically advance the grievance to the next step.

Article 5, Section 5.
Grievances concerning matters outside the contents of this Agreement shall not be processed under this grievance procedure.

Article 5, Section 6.
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 fifteen (15) workdays to initiate or continue an unresolved grievance.

Article 5, Section 7.
Class Action: In order to avoid the necessity for processing numerous identical grievances, a grievance may be initiated and processed as otherwise set forth in this Article. At the outset, such grievance shall be identified by the Union as a class action grievance. When this occurs, all other grievances on the same subject or event shall be considered part of the class action grievance and may not be re-filed subsequent to the final ruling on the class action grievance. In the event the Union has such a grievance, it shall be filed in writing at Step 3 of the grievance

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

Article 5, Section 8.
In grievance matters pertaining to promotional opportunities and/or lateral transfers where the aggrieved employee's administrative/ supervisory chain of command has no responsibility for the promotion or transfer in question, the following step procedure shall apply:

Step 1: Director or designee of the department making the selection
Step 2: Chief Operations Officer or designee for the department making the selection
Step 3: Chief Human Resources Officer
Step 4: Arbitration

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

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

STEP 2.
The aggrieved employee may make a written appeal to Step 2 within ten (10) working days of receipt of the Step 1 answer. Within ten (10) working

days, the Chief Operational Services, or designee shall conduct a grievance hearing. The Division Chief shall have ten (10) working days to give a written answer after conclusion of the Step 2 hearing.

STEP 3.
The aggrieved employee may submit a written appeal to Step 3 within ten (10) working days of the receipt of the Step 2 answer. The Chief Human Resources Officer shall schedule a hearing within ten (10) working days of receipt of the appeal to Step 3. At the conclusion of the hearing, the Chief Human Resources Officer shall have ten (10) working days to give a written answer to Step 3.

STEP 4.
The Union shall have twenty (20) working days to appeal the grievance to final and binding arbitration. The appeal shall bear the date and the signature of the aggrieved employee, Steward or Union Representative. Within ten (10) days of receipt of the appeal, the Chief Human Resources Officer will meet with the Union Representative to select an arbitrator or, failing to agree, to jointly request a panel of five arbitrators from which to select. Panels shall be requested from the Federal Mediation and Conciliation Service. Within ten (10) working days of receipt of the panel, the Chief Human Resources Officer and a Union Representative will meet to select an arbitrator. The parties will cast lots to determine the first to strike a name from the list. The parties shall alternately strike two names each from the list. The remaining name will be the arbitrator to hear the grievance. By mutual agreement, the parties may request another panel of arbitrators for consideration.

The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited or not specifically authorized by Federal or Florida law, or which is volatile of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The fee and expenses of the arbitrator shall be borne equally by the 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 PAYROLL DEDUCTIONS

Any approved payroll deduction shall be made by submitting the request through Human Resources. The deduction will start within thirty (30) working days of receipt of a valid authorization. In the event Florida law changes to authorize payroll deductions for union dues, upon the Union's request, the parties agree to re-open this section within thirty (30) days to continue discussions.

ARTICLE 7 EMPLOYEE RIGHTS

Article 7, Section 1.
The terms "employee" and "bargaining unit employee" as used in this Agreement mean persons who are employed by the School Board of Pinellas County, Florida, in job classifications set forth in Appendix A of this Agreement.

Article 7, Section 2.
All employees of Pinellas County Schools have the right to a safe, healthful work environment, free of harassment and intimidation.

Article 7, Section 3.
Bargaining unit employees have the right to join and participate in or to refrain from joining or participating in the Florida Public Services Union.

Article 7, Section 4.
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 Assistant Superintendent, Human Resources Services, or designee, with a written statement from FPSU indicating the Union will not represent the employee. An employee

must exhaust the entire negotiated grievance procedure, including arbitration, before initiating any other appeal. Thereafter when presenting his/her own grievance and notwithstanding any other terms and conditions set forth in this Agreement, the employee shall bear the full cost of time lost from work, expense of his/her own counsel, preparation, presentation and the fees, services or other costs of an arbitrator, costs of transcripts, meeting/hearing room or other facility, or any other appeal. The Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Article 7, Section 5.
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.

Article 7, Section 6.
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.

Article 7, Section 7.
No employee shall be subject to discipline based upon an anonymous complaint. Employees and union representatives shall be informed of the nature of any allegations of misconduct at the beginning of an investigatory interview. All employees accused of wrongdoing shall have the right to face their accuser, within five (5) workdays of any allegation of any form of employee misconduct, and to cross examine any witnesses at every level of the discipline process.

Article 7, Section 8.
Surveillance recordings, whether the format is recorded in audio, video, digital, GPS, or any other medium, are public records pursuant to Florida law and are deemed law enforcement records maintained by the Pinellas County Schools Police Department. Surveillance may be used for any legitimate management purpose necessary to ensure efficient operations and the safety and wellbeing of students, staff and the general public. Only approved supervisory management staff shall be authorized to review such material for purposes specific to an incident under

investigation or to monitor the effectiveness of departmental operations. In addition, law enforcement officials shall be allowed to review such material for legitimate law enforcement purposes. Bargaining unit employees will not be required to review surveillance recordings for the purpose of investigating potential disciplinary actions.

Article 7, Section 9. Assault Protection

A. Employees will immediately report to their supervisor in writing all cases of assault/battery suffered by them in connection with their employment.

B. This report will be forwarded to the Superintendent who will apprise the supervisor who shall notify the employee as situations develop if said situations affect the employee.

C. If a pupil is found guilty of assaulting or battering an employee and no employee negligence is proven, any damages, injuries, or material loss suffered by the employee shall be fairly compensated for by the Board. Claims for psychological damages as a result of such incidents shall not be compensable and are not covered by this provision.

D. All disciplinary actions regarding assaults/batteries upon employees shall be administered in compliance with the adopted code of student conduct. Unless otherwise prohibited by law, if a pupil is found guilty of assaulting or battering an employee, said student will be expelled.

E. If an employee is sued in tort for accidents which occurred while the employee was on active duty supervising students, the Board will provide for legal counsel for the employee.

ARTICLE 8 EMPLOYER RIGHTS

Article 8, Section 1.

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

- To determine the organization of the school district.
- To determine the purpose of each of its constituent units.
- To exercise control and discretion over the organization and efficiency of operations of the school district.
- To set standards of service to be offered to the public.
- To manage and direct the employees of the school district.
- To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the Pinellas County School Board.
- To take disciplinary action for just cause for non-probationary employees as defined in Article 23, Section 1.
- To determine the location, methods, means and personnel by which operations are to be conducted.
- To determine the number of employees to be employed by the School Board and to relieve employees from duty because of lack of work or for other legitimate reasons.
- To establish, change or modify the number, types and grades of positions of employees assigned to an organization, unit, department or project.
- To establish, implement and maintain an effective internal security procedure.

Article 8, Section 2.
The School Board has the sole authority to determine the purpose and mission of the school district and the amount of the budget to be adopted by the Pinellas County School Board.

Article 8, Section 3.
If an agency determines that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, or may soon exist (e.g. as in the approach of a hurricane) the provisions of this Agreement may be suspended during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the superintendent or his/her designee shall advise the Union President or designee of the nature of the emergency and, if the President desires, a meeting will be scheduled to discuss the emergency.

ARTICLE 9 ANNUAL PERFORMANCE APPRAISAL

Article 9, Section 1.
The parties have developed a standard appraisal form. All employees have the option of completing a self-appraisal form.

Article 9, Section 2.
Each employee shall have the right to write his/her views where indicated on the performance appraisal form and shall sign upon receipt of his/her copy. An employee not satisfied with his/her performance appraisal shall have the right to appeal the appraisal to the supervisor of the manager completing the appraisal form once the appraisal process has been completed. If the Union feels the review by the supervisor conducting the appeal was biased, the appraisal may be grieved pursuant to the provisions of this Agreement.

Article 9, Section 3.
Upon request by either party, the Union and the Board agree to create a council as soon as is practicable to review and recommend any revisions to the appraisal process and forms for support service employees. If it is not possible for the other support unions to participate in the council, FPSU and the Board agree to revise the current appraisal process and forms for the FPSU bargaining unit only.

ARTICLE 10 SALARIES

Article 10, Section 1. Salary Schedule
The salary schedule is reflected in Appendix B of this Agreement.

Article 10, Section 2. Method of Payment

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

- Twelve (12) month employees – 247 days
- Eleven (11) month employees – 218 days
- Ten (10) month employees – 196 days
- Bus Drivers – 194 days
- Food Service – 193 days

B. 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.

Article 10, Section 3. Effective Date

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

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

B. An individual's base rate of pay will not be less than the minimum of the salary range or over maximum, except when the intern procedure is recommended or in the case of temporary promotions.

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

Article 10, Section 4. Placement on Salary Schedule

A. A newly hired individual may be placed on the applicable salary schedule as follows:

1. At the beginning level of the Pay Grade for the position unless it is determined by the supervisor and approved by Human Resources that credit for outside experience warrants initial placement at a higher pay level.

2. If outside experience credit is deemed appropriate based on comparable work experience, an additional Level for each five years of comparable experience may be granted. The specific related experience must be submitted to Human Resources within three (3) months of date of hire.

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

Article 10, Section 5. Annual Salary Increases

A. Salaries for full-time and part-time regular employees will be negotiated each year.

B. The above increases will be retroactive to the beginning date of the employee's annual payroll calendar, unless otherwise indicated. Part-time regular employees are included in the receipt of retroactive pay.

Article 10, Section 6. Promotional Salary Increases

A. **Promotion to a Higher Pay Grade**: When an employee is promoted to a position assigned a higher Pay Grade, the following will apply:

A. If the new position is one Pay Grade higher, the employee shall be placed at the same pay Level at the higher Pay Grade;
B. If the new position is two (2) or more Pay Grades higher, the employee will be placed at the higher of the minimum for the new Pay Grade or the Level which is closest to but does not exceed a 20% increase.

B. **In-Grade or Lateral Adjustments:** When an employee is transferred to a position within the same Pay Grade, the employee shall be paid at the same Pay Grade and Level of the prior position.

C. **Temporary Assignment to a Higher Job Pay Grade:** Employees temporarily assigned to assume the duties of an absent employee in a higher Pay Grade, shall receive the amount he/she would have received had the employee actually been promoted to the position on a regular basis. The duration of a temporary assignment shall be an assignment lasting between ten (10) and (90) workdays and will require approval of the appropriate Cabinet member or his/her designee. If the position becomes permanently available, the employee temporarily assigned may

apply and is guaranteed an interview for the position.

Article 10, Section 7. Reclassifications

A. **Reclassification to a Higher Pay Grade*:*** When a position is reclassified to a higher Pay Grade, the incumbent's current rate of pay shall be increased in accordance with the promotion guidelines.

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

Article 10, Section 8. Procedures for Downgrade

A. When an employee is moved to a lower Pay Grade, the following procedures shall apply:

1. If the new position is one Pay Grade lower, the employee shall be placed at the same pay Level at the lower Pay Grade;

2. If the new position is two (2) or more Pay Grades lower, the employee will be placed at the higher of either the same Level in the new Pay Grade or the Level which is closest to but does not exceed a 20% decrease, but in no case will they be paid more than the highest level.

B. If an employee is promoted then returns to the previous job within one (1) year, the employee will revert to his/her previous rate of pay.

Article 10, Section 9. Termination and Reinstatement

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

A. **Two or More Jobs at Different Rates of Pay:** An employee who works over forty (40) hours in a workweek 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.

B. **Compensatory Time:**

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

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

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

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

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

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

C. **Child Care Programs Before and After School*:***
Plant Operations personnel required to staff before and after school child care program facilities during the district's normal holiday periods (spring break, Thanksgiving, winter break) when other employees are off duty shall be paid one and one- half (1-1/2) for hours worked regardless of time worked that week.

Article 10, Section 10. Shift Differential

A. Any full-time or part-time employee, whose regularly assigned shift ends at 7 p.m. or after shall receive a shift differential of fifty cents ($.50) per hour for all hours worked on that day.

B. Any full-time or part-time employee, whose regularly assigned shift begins on or after 10:00 p.m. but before 5:00 a.m. shall receive a shift differential of sixty cents ($.60) per hour for all hours worked. For bus drivers, this includes both the a.m. and p.m. shifts.

C. Employees assigned to relocatable crews shall receive an additional thirty cents ($.30) per hour for all hours worked during the moving of relocatables during the year.

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

Article 10, Section 11. Call-Back and Call-In Procedures

A. An employee who is called to report for work at times other than the regularly scheduled hours shall receive the applicable rate of pay, or compensatory time, for all time worked. In no event will

the employee receive less than two (2) hours straight-time pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.

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

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

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

D. **Pay During Emergency Closures**

In the event of an emergency closure, the School Board of Pinellas County, Florida, may authorize payment to employees for scheduled workdays missed due to the closure when such days are not required to be made up at a later date. Any authorization for payment shall be approved through Board resolution or other official Board action and shall identify the public purpose served by the expenditure.

E. **Article 10, Section 11. E. Premium Pay During Disasters**

Upon authorization by Board resolution or other official Board action, and consistent with the terms of such authorization,

nonexempt employees who are designated or directed by the District to perform emergency response or recovery work in connection with a disaster or emergency declared by a federal, state, or local authority, or by the Board, shall receive premium pay at one and one-half (1.5) times their regular hourly rate for all hours actually worked in such assignment, up to forty (40) hours in the workweek.

Emergency response or recovery work may include, but is not limited to, shelter operations and preparation, emergency operations center support, debris removal, emergency protective measures, and storm-related repair or recovery work involving District facilities.

Hours worked in excess of forty (40) in a workweek shall be compensated in accordance with applicable overtime laws. Nothing in this section shall be construed to provide duplicative premium or overtime compensation for the same hours worked.

- (Updated and Approved by the Pinellas County School Board on 10/13/2026)

Article 10, Section 12. Requests to Create New Jobs

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

Article 10, Section 13. Miscellaneous

A. Supporting Services Certificate of Distinction

An annual payment of $275 shall be provided to supporting services personnel who complete Certificate of Distinction I. An additional $300 shall be provided to employees who complete Certificate of Distinction II. In order to be eligible, the employee

must be in an active pay status at the time of payment. If a recipient moves to a non-eligible position (e.g., substitute, temporary, or teacher position) prior to the pay date in December, they are only eligible for payment the school year in which they moved to the non-eligible position. Bargaining Unit employees currently assigned to plant operations who complete the Master Custodian training shall receive an annual payment of $250.

B. Bus Driver Attendance Incentive

A financial incentive of $100 shall be provided to those drivers who have a perfect attendance record during any forty-five (45) working day period. Drivers hired during any forty-five (45) working day period must satisfy a minimum of twenty-five (25) working days of service in order to qualify for the incentive during that period. Incentive payments will be cumulative and payable every semester on a date determined by the Payroll Department. The maximum incentive for a school year will be $400 per eligible driver.

C. Bus Driver Relief Supplement

Employees shall receive a supplement of $1.00/hour for all hours worked.

Exceptions

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

ARTICLE 11 JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Article 11, Section 1.

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

Article 11, Section 2.
The Board has the sole and exclusive right to create, revise, and delete job classifications and job descriptions. However, before exercising its rights in this section, the Board shall first notify the Union in writing of the anticipated action.

Article 11, Section 3.
A job description shall not be construed so as to restrict in any manner the rights of the Board to assign work to employees, nor to grant or concede to an employee or any group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the job description of the employee's job classification or is described in another job description. When a question arises over job assignment, the Board and the Union agree that the guiding principle shall be "work first, grieve later" but in all such matters the administrator/supervisor shall have sole discretion to proceed with or delay the job assignment to allow discussion or consultation.

Article 11, Section 4.
Employees may be assigned to perform work outside of, above, or below their job classification and in this connection, there shall be no abuse in making assignments. It is inherent in all job classifications to instruct and assist other personnel as may be required.

Article 11, Section 5.
Bargaining unit employees shall be afforded the opportunity to discuss and review their job description with the responsible administrator/supervisor. Such requests shall allow for prior notice and shall not interfere with operations such as scheduled bus runs, meal serving hours, etc.

Article 11, Section 6.
It is understood by the parties that job descriptions will be the basis for work assignments. Bargaining unit employees may be assigned to work outside their job description in order for them to work the number of hours designated for their regular, normal shift. Employees may be assigned work outside the job description in emergency situations or when work covered by the job description is not available.

Article 11, Section 7.
Employees may be assigned work outside of their job description in order to train and eventually qualify them for promotion or transfer to other types of work as openings occur. The parties agree that work assignments for training are mutually beneficial and are necessary in order to train and qualify employees for promotion to openings which occur. Such training assignments will be authorized by the administrator/supervisor in advance. Upon completion of an authorized training assignment, information shall be documented by the administrator/supervisor and placed in the employees' personnel file. Special evaluation forms may be used for this purpose. For purposes of this section, approved training and/or internships shall be defined as structured training activities conducted under the supervision of management which provide skills and/or information designed to assist employees in performing their current assignment better or to prepare them for future promotion within the district.

Article 11, Section 8.
Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range. Training assignments to work in a higher job classification shall not be compensated as a temporary promotion.

ARTICLE 12 HOURS OF WORK AND OVERTIME

Article 12, Section 1.
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. Normally the basic workweek will be from Monday through Friday unless otherwise specified or scheduled by management.

Article 12, Section 2.
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.

Article 12, Section 3.

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.

Article 12, Section 4.
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 there is another qualified employee who is available and capable of completing the assignment to the supervisor's satisfaction. An employee who accepts an overtime assignment and fails to report for such assignment may be subject to disciplinary action. Should compensatory time be used in lieu of overtime, the provisions of Article 10 shall apply.

Article 12, Section 5.
Employees shall be granted an unpaid meal period as near as practical to the middle of a full-time shift. The length of the meal period will be between thirty (30) and sixty (60) minutes as determined by management. When an employee is assigned to work overtime, as distinguished from a call back, in excess of five (5) hours before or after his regular shift hours, the immediate supervisor will provide for an unpaid meal period. Where the nature of the overtime assignment is such that a meal period cannot be provided, the employee will receive appropriate compensation for the time in lieu of the break.

Article 12, Section 6.
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.

Article 12, Section 7.
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.

Article 12, Section 8.
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.

Article 12, Section 9.
Employees may be assigned to work the evening or night shift where deemed necessary by management, consistent with job classifications and qualifications. Assignment to work these shifts will be accomplished by selecting volunteers 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 10, Section 14.

Article 12, Section 10.
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. Employees who attend scheduled professional development activities during the normal workweek shall have those hours included in the computation of “sweat hours” for overtime purposes.

Article 12, Section 11.
As far as the character of the work permits, during the term of this Agreement, schools and departments shall endeavor to equalize distribution of overtime. Voluntary overtime will be offered to employees consistent with factors such as seniority, job classification, skills, and abilities. Management will make seniority lists available to the Union upon request.

Article 12, Section 12. Overtime Eligibility
Non-exempt employees required to work more than forty (40) hours in any single week shall be compensated at one and one-half (1-1/2) times

their base rate of pay for those hours over forty (40), unless the compensatory time provision of these procedures is used. The district shall make a reasonable effort to equalize overtime between qualified employees.

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

Article 12, Section 13. Summer Work Hours

School-based bargaining unit employees working during summer break may work either the traditional Monday through Friday five 8 hour day schedule, or a Monday through Thursday 10 hour day schedule, based upon the needs of the facility and consistent with the provisions of this Agreement.

Article 12, Section 14. Facility Lease Hours

When an organization leases School Board facility which require the services of Bargaining Unit employees and said functions are conducted in a school facility on a Saturday, Sunday, holiday or any other nonscheduled workday, the employee assigned to said function shall receive time and one-half and appropriate shift differential for all hours worked regardless of the total number of hours worked during the workweek.

Likewise, bargaining unit personnel required to staff before and after school child care programs during the district's normal holiday periods (spring break, Thanksgiving, winter break) when they would customarily be off duty shall be paid one and one half (1-1/2) times their base rate of pay for all hours worked.

No employee or group of employees shall be required to adjust their usual and customary hours of work to meet the staffing needs of any outside organization using district facilities.

ARTICLE 13 HOLIDAYS

Article 13, Section 1.
During the term of this Agreement, bargaining unit employees shall receive time off with pay for six (6) paid holidays. The School Board will designate holidays to be observed during the year, including alternate days of observance when the holiday falls on a Saturday or Sunday. The Board will determine which schools and departments will be closed in observance of holidays. The Board will make every reasonable effort to designate two (2) of the paid holidays a part of the year-end holiday period each year.

Article 13, Section 2.
Any employee, who is on an unpaid long-term leave (a leave for more than 30 workdays) on the day preceding a school board designated holiday, will not be entitled to holiday pay. Otherwise, all employees are 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. For example, if a holiday falls within an employee's approved vacation, during the time an employee is out sick, out on personal time or on a short-term leave, the employee will receive holiday pay.

Article 13, Section 3.
Regular part-time bargaining unit employees who are scheduled to work two and one-half (2.5) hours or more per day shall receive pro rata pay for holidays provided that they are eligible as set forth herein.

Article 13, Section 4.
Employees who are scheduled or are called to work on one of the six (6) designated paid holidays in the payroll calendar shall receive the holiday pay, if eligible, and the applicable rate for hours worked to be paid at time and one-half for all hours worked regardless of the number of hours worked during the week the holiday fell.

Article 13, Section 5.
All holidays earned must be taken as time off or paid on the same day that it is earned.

Article 13, Section 6.
Temporary and substitute employees are not eligible for holiday pay.

ARTICLE 14 LEAVES

Article 14, Section 1. 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 workload and work schedule requirements and in this connection, every reasonable effort will be made to grant employees their requested vacation dates. Vacations shall be available for approval during each month of the year.

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

- Five years or less service: one (1) paid vacation day for each month (or major fraction) worked (12 days per year).
- More than five years' service: one and one-fourth (1-1/4) paid vacation days for each month (or major fraction) worked (15 days per year).
- More than ten years' service: one and one-half (1-1/2) paid vacation days for each month (or major fraction) worked (18 days per year).
- For purposes of this section, a year of service for vacation accrual shall be defined as hire or re-hire into a twelve-month position on or before February 1st of each 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. With two weeks prior notice of request, an employee shall not be denied vacation if denial will result in the loss of accrued vacation above the maximum of sixty-two (62) days.

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

H. Probationary employees may utilize accrued vacation time when duly approved.

I. Temporary and substitute employees will not accrue vacation.

Article 14, Section 2. Sick Leave

A. Employees who work two and one-half (2 1/2) or more hours per day in regular positions shall accrue sick leave at the rate of one (1) paid day for each month of service. A month of service for this purpose shall be defined as employment in a paid status for eleven (11) or more days during the same month. With the exception of bus drivers, one (1) paid day is defined as the number of hours the employee is scheduled to work times his/her base rate. A paid day for bus drivers is equal to eight (8) hours per day, regardless of the number of hours worked in excess of two and one-half (2 1/2) hours.

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

be required prior to the payment of funeral leave.

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 procedures 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 (5) 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 his/her 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.

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

F. Sick leave may be accumulated without limit and shall be charged by actual hours used, except for bus drivers who will charged the actual hours used or eight (8) hours, whichever is less. 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 district 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. Employees may contribute to the Supporting Services Sick Leave Bank, as long as members (appointed by FPSU), are part of the committee that shall administer the Sick Leave Bank. Also, FPSU shall have the right to review the Sick Leave Bank Guidelines and request changes to the committee.

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

Termination by Retirement or upon death: The employee, upon retirement or their beneficiary upon death shall receive payment for unused accrued sick leave under the following formula:

During the first 3 years	35%
Years 4 through 6	40%
Years 7 through 9	45%
Years 10 through 12	50%
Years 13 through 15	75%
Years 16 through 20	85%
Years 21 through 24	95%
Years 25 and after	100%

K. 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.

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

1. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).

2. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.

3. Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.

4. The recipient and the donor must complete the appropriate form from the human resources office.

5. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

Article 14, Section 3. Leave of Absence for Medical or Related Reasons Under the Family Medical and Leave Act ("FMLA")

1. Qualifying Reasons and Length of FMLA and Military Family Leave. Under FMLA, eligible employees may take up to twelve (12) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for the following reasons:

a. the birth and/or care of a newborn child of the staff member, within one (1) year of the child's birth;

b. the placement with the staff member of a child for adoption or foster care, within one (1) year of the child's arrival;

c. the staff member is needed to provide physical and/or psychological care for a spouse, child, or parent with a serious health condition;

d. the staff member's own serious health condition makes him/her unable to perform the functions of his/her position; or

e. any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is a covered military member (i.e., a member of the National Guard or Reserves, but not a member of the Regular Armed Forces) on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation ("Qualifying Exigency Leave").

2. Military Caregiver Leave under FMLA. In addition, an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness may take up to a total of twenty-six (26) work weeks of job- protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member. A covered service member is defined as a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. The "single twelve (12) month period" for leave to care for a covered service member with a serious injury or illness begins the first day the staff member takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established below for general FMLA leave. During the "single

twelve (12) month period," an eligible staff member is limited to a combined total of twenty-six (26) work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

Article 14, Section 4. Extended Leave Without Pay

A. Extended absence without pay 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 Chief Human Resources Officer or designee.

4. Such request is not for a period in excess of thirty (30) calendar days and employees will have the right to return to their same position. Employees will not be placed on pending placement status without prior notification. In this connection, an extension of time may be requested by the employee and granted at the sole discretion of the Board as set forth above.

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 the appropriate PCS form 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 Extended Leave Without Pay:**
Upon return, the employee, by mutual consent of his/her

administrator/supervisor may be reassigned to the same 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 district may be terminated without prejudice.

F. Employees on approved inactive status shall advise the Personnel 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 5 of this Article or due to failure to comply with Section 6 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) workdays.

H. Employees may be granted early return from inactive status, provided that:

1. Such request is made five (5) workdays in advance.

2. Requests are submitted in writing to the Personnel 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 Temporary

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

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

Article 14, Section 5. Military Leave

Military leave with pay may be granted an employee when the request is supported by a copy of the military orders, up to seventeen (17) days per school year to perform military service. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. An employee called to active military service shall receive full pay for the first thirty (30) days of military leave, and the remainder of such leave shall be without pay. After two (2) years of leave, the employee must apply for reemployment within one (1) year after date of discharge, and the school district shall have six (6) months after application in which to reassign the employee. An employee shall not suffer loss of pay and benefits if called to active military service during periods of national emergency or wartime service that extend beyond the

thirty (30) day limit and the following provisions will apply:

1. If the employee's combined military salary and benefits is less than that received while working for the School Board, the Board will pay the difference in this amount in an effort to make whole any employee who must forfeit some portion of his or her salary and benefits as a School Board employee during service in the United States military.

2. This "hold harmless" provision shall apply only during the specified period of time during which the employee is scheduled to work for the Board but required to serve on active duty as defined by his or her official military orders.

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 district 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 district.

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 14, Section 6. Jury and Court Duty
Any regular employee of the school district when called for jury duty or subpoenaed as a witness, shall be given temporary duty elsewhere and shall receive his/her full salary as provided for by board policy.

ARTICLE 15 ACCIDENT/ILLNESS IN LINE OF DUTY

Article 15, Section 1.
Any employee who receives a compensable injury/illness while in the course and scope of their employment shall be entitled to receive worker's compensation benefits under applicable Florida Statutes.

Article 15, Section 2.
An employee may elect to utilize accumulated sick leave first and vacation time, second, to make up the difference between his/her temporary total disability indemnity benefits and the equalized gross amount of his/her bi-weekly salary. In no event shall the worker's compensation indemnity benefit paid in combination with an employee's sick leave or vacation time exceed the employee's equalized gross bi-weekly salary. This benefit shall be payable for the period of time allowed by the worker's compensation statutes.

Article 15, Section 3.
Employees who have exhausted their sick leave and vacation time may apply for inactive status provided an authorized treating physician confirms they are unable to perform modified job duties or their regular job duties. When an employee begins receiving temporary total disability benefits, the Board may transfer the employee to inactive status.

Article 15, Section 4.
The Board shall assign an employee who is entitled to receive temporary partial disability or wage loss benefits in accordance with the existing policy and procedures as identified in Board Policy. 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.

Article 15, Section 5.
Once an employee is released to return to work by the authorized treating physician and fails to attend three (3) employment interviews, or declines appropriate placement, pending worker's compensation benefits may be subject to suspension or such refusal may be deemed earnings of the declined position.

Article 15, Section 6. Alternative Duty
Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however there may be other duties that such employee may be able to perform without aggravating such injuries or sickness. Providing that the physician certifies that "alternative duty" work is acceptable and alternative duty is available as determined by the department director or his designee, the employee may, at management's option, report to his supervisor for assignment within the department. The department may assign such duties as the health and condition permit of the involved employees only in cases where bona fide work is available.

ARTICLE 16 PROBATIONARY PERIOD

Article 16, Section 1.
All newly hired or rehired employees, with the exception of employees recalled from lay-off to the same position previously occupied prior to the layoff, shall be subject to a six (6) months probationary period (120 workdays) and shall serve "at will." Prior to the expiration of a probationary period, management may, at its sole discretion, extend the probationary period for one (1) ninety (90) workday increment and the employee shall sign and receive a copy of any related appraisal or documentation. Probationary period extensions shall not be subject to the grievance procedure.

Promoted employees shall serve a six (6) month (120 workday)

promotional probationary period. Employees who do not successfully perform their duties may be reassigned to a vacancy in their previous position at the previous position's current rate of pay. If a position is not available, Human Resources will place in a similar position. Human Resources shall make an effort to place the employee at a reasonable location.

Article 16, Section 2.
Prior to completion of the probationary period, management shall prepare an appraisal of the probationary employee's performance and make the employee aware of the contents.

Article 16, Section 3.
Management may end the probationary period early at its sole discretion.

Article 16, Section 4.
Employees employed in Board-sponsored training or intern programs may be paid below the minimum of the applicable rate range.

ARTICLE 17 JOB POSTING AND BIDDING

Article 17, Section 1.
Vacancies of a promotional nature which occur in positions covered by this Agreement shall be filled by the procedures outlined herein provided the positions are not filled by reassignment of existing personnel within the school, district department, or work unit.
Article 17, Section 2.
In making such selection, the decision of the responsible administrator/ supervisor shall determine the individual best qualified for selection, utilizing the procedures outlined in Section 6 below.

Article 17, Section 3.
Entry-level positions shall not be subject to the provisions of this article.

Article 17, Section 4.
Nothing contained herein shall prevent management from leaving vacant position(s) unfilled.

Article 17, Section 5.
Notice of promotional vacancies shall be distributed to all work locations

where unit employees are assigned.

Article 17, Section 6. Definition:
A voluntary transfer is when an employee requests a change in work location. Voluntary transfers are not promotional.

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

Procedures for Filling Vacancies (Promotional):

A. Prior to filling on a permanent basis any vacancy created in the bargaining unit by creation of a new job classification within the bargaining unit, a transfer, retirement, or termination, the Board shall invite interested applicants to submit a Job Posting Application specifically addressing their individual qualifications relative to the position posted.

B. Probationary or substitute employees may be considered for hire only if there are no qualified regular employee applicants.

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

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

E. Employees who are asked to interview during the workday shall be given TDE assignments for such interview time.

Article 17, Section 7.
Interviews and screening procedures will not commence until such time as the deadline for application has expired. Failure to consider a qualified applicant for interview will be considered a proper subject matter for consultation utilizing the procedures in this Agreement.

Article 17, Section 8.
Management reserves the right to advertise promotional vacancies outside the district when there are no qualified applicants from within the district. Before advertising any position, the Board will first consider all applications from qualified unit employees.

Article 17, Section 9.
When filling promotional vacancies from within the district, the following factors shall govern:

A. Minimum qualifications of the position to be filled.

   1. Employees considered for internal promotion within a school center, work location or department, or in response to an appropriate posting, shall meet the minimum qualifications set forth in the applicable job description. 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. Employees may update their application by providing verifiable information on the district's application program.

B. Individual performance appraisals of the applicant;

C. Specific needs of the position to be filled; and

D. Seniority in the Pinellas County School District. When qualifications of applicants are relatively equal, seniority shall prevail.

Article 17, Section 12.
Applicants who are not selected will be notified subsequent to a final determination being made in filling the vacancy.

ARTICLE 18 PROMOTION

Article 18, Section 1.
A promotion is defined as a duly approved change from a job classification in a lower grade to a job classification in a higher grade.

Article 18, Section 2.
An employee who is promoted shall have his/her compensation adjusted consistent with the provisions 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.

Article 18, Section 3.
A temporary promotion results in a temporary increase in pay, but no change in title. The responsible administrator/supervisor may select and temporarily promote an employee under the following conditions:

A. The responsible administrator/supervisor shall have sole discretion in whether or not to fill a temporary vacancy.

B. Temporary promotions shall not be utilized to replace employees on vacation or other types of leave up to ten (10) days. If a supervisor knows that an employee will be absent for eleven (11) 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 eleventh day in order to be eligible for compensation. Under extenuating circumstances, a temporary promotion may be used when an employee is replacing another employee on vacation for three (3) or more weeks.

C. Training assignments to work in a higher job classification shall be paid in accordance with this Agreement.

D. Consecutive temporary promotions to the same position shall not be used to avoid a permanent promotion.

E. The temporary promotion is eleven (11) or more consecutive workdays.

F. The temporary promotion is less than ninety (90) days, unless an extension is granted by Human Resources and the Union.

G. The temporarily promoted employee shall receive compensation consistent with this Agreement.

H. The temporary pay increase shall apply to all hours paid beginning the effective date of the temporary promotion.

Article 18, Section 4.
The employer will, to the extent possible, use the skills, talents and experience of current employees to fill promotional opportunities.

Article 18, Section 5.
Upon completion of a temporary promotion or temporary assignment of ten (10) workdays or more, a unit employee may request that the responsible administrator/supervisor complete a special appraisal form to become part of the employee's records.

ARTICLE 19 TRANSFER

Article 19, Section 1. Procedures for Voluntary Lateral Transfer
Voluntary transfers shall be made based on the needs of the position to be filled, the personal qualifications of the applicants, location of the job and the best interests of the District.

Lateral Transfer

A. Before a lateral transfer opportunity can be made available for other employees, the School or work center may consider reassignments of qualified employees from within their own

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

Article 19, Section 2. Involuntary Transfers and Reassignment

A. Involuntary transfers are those transfers instituted by Management.

B. Such transfers or reassignments shall be made in the best interests of the District.

C. Under no circumstances will an employee be involuntarily transferred for arbitrary or capricious reasons.

D. 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.

E. Should the district need to transfer an employee to another location due to changes in the staffing model or staff realignment, the district will first ask the employees at the site for a volunteer. If there is no volunteer, the least senior employee will be chosen to be transferred. The district will consider the employee's home location in consideration of where the employee will be transferred in order to decrease the burden on the affected employee.

F. When an employee is involuntarily assigned to a lower-level position for a reason other than a reduction in force, job preference or as a result of a disciplinary action, the employee's hourly rate of pay shall remain the same provided the employee's rate of pay does not exceed the maximum rate of pay of the lower-level position. In the event an employee is reinstated to his/her previous higher-level position within a period of twelve (12) months, the employee's hourly pay will not be less that the hourly pay rate the employee received in the previous higher-level position at the time the employee was involuntarily changed to the lower-level position.

ARTICLE 20 REDUCTION IN FORCE

Article 20, Section 1.
Should circumstances dictate a reduction in force, the Board shall notify the Union prior to its final implementation and afford the Union the opportunity to suggest alternatives.

Article 20, Section 2.
When it is determined that a specific reduction in personnel or hours is necessary, the following procedures shall be applied:

A. Employees shall be laid off in inverse order of their district seniority (Pinellas continuing experience) in the affected job classifications, except where the department or job requires specialized training, industry certification or specific technical skills. Documentation of these criteria will be required.

B. Performance appraisals shall be considered only if there is documentation in the personnel record within the previous two years reflecting disciplinary action of a written reprimand or higher leading to two (2) consecutive ratings of Needs Improvement or one (1) rating of Unsatisfactory on the rated assessment form in any of the categories of Job Knowledge, Quality of Work or Quantity of Work.

C. The decision of the administrator/supervisor shall be final. However, the Union may request consultation pursuant to this Agreement and, should the Union wish to challenge the termination of an employee pursuant to these procedures, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).

Article 20, Section 3.
Laid-off employees shall have recall rights for one hundred and eighty (180) calendar days following termination or for the remainder of the school year in which the layoff occurred. If the Board shall determine to restore the number of employees (full-time equivalents), such position(s) shall first be offered in inverse order of termination to qualified employee(s) that previously served in those positions. Employees recalled to the same position from which they were displaced shall not

be required to serve a new probationary period and shall have their departmental seniority restored for all time spent in lay-off status. The Board reserves the right to invoke a new probationary period if return is to a different position than the one from which the employee was displaced.

Article 20, Section 4.
Notice of recall will be made through telephone contact using the phone number supplied by the employee or the address as needed. 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 21 GENERAL PROVISIONS

Article 21, Section 1. Physical Examinations
Applicants for hire or rehire must pass a physical examination prescribed by the Board prior to starting work. Applicants may go to a doctor of their choosing. In such case, the Board's medical forms must be completed. Employees may be required to pass a physical re-examination at any time. If, during a physical examination or re-examination, a physician diagnoses a condition requiring medical treatment, the employee shall bear the cost of such treatment if it is required for continued employment. The Board, at its sole discretion, may discontinue or modify physical examinations at any time. The parties further agree to comply with all applicable regulations regarding mandatory drug and alcohol testing for those employees who drive School Board vehicles. Employees who are returning from lay-off, or when the District required a physical exam, shall have all medical bills paid by the District.

Article 21, Section 2. Job-Related Staff Development
The Board agrees to pay the required tuition costs classes successfully completed by employees when such classes are required by their immediate supervisor and are approved by the division head. Such classes shall be for specific job-related duties deemed essential for effective operations. Training or retraining opportunities pertaining to an employee’s job shall be offered to senior employees first unless one of the following conditions exists:

A. A junior employee requires a certification to perform the functions of the job description.

B. A junior employee is assigned a particular school, department, area or zone having equipment/technology requiring training to perform the functions of the job description.

C. The senior employee has previously received training on the subject or task within the past twelve (12) months.

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

Article 21, Section 3.
Bargaining unit employees may be required to punch time clocks or maintain time records and other paperwork.

Article 21, Section 4.
The term "days" in this Agreement shall mean calendar days unless otherwise specified.

Article 21, Section 5.
At the discretion of the administrator/supervisor, the Board may provide a substitute for an absent bargaining unit employee to ensure continuation of work and the efficient operation of the school district.

Article 21, Section 6. Safety

A. The Board will provide safety equipment and devices for employees where necessary. Safety measures recommended by a Site Safety Committee (school, cost center, service center, etc.), will be investigated by the responsible administrator/supervisor.

Corrective action will be taken where deemed necessary and consistent with availability of funds. Employees who fail to use safety devices may be subject to disciplinary action. Employees who terminate shall return all safety devices.

B. The Board agrees to Union involvement in the deliberation and decision-making process of established safety/maintenance committees. In this connection, two (2) Union members, designated by the Union shall serve on each committee which shall be designed to address issues of mutual concern in the area of general safety.

C. Employees shall not be required to work under unsafe or hazardous conditions. An employee shall be required to report, in writing, any unsafe conditions to the responsible administrator/supervisor for review and appropriate action. Emergency situations shall be reported immediately.

Article 21, Section 7. Employee Records:

A. Employees may examine their records provided that arrangements are made in advance and such right is exercised outside of the employee's working hours. Employee records shall constitute all personnel files or records maintained on the employee at the work site and in the district office. Employees shall be furnished with a copy of any written document, 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. An employee signature on any document shall only acknowledge receipt of said document, not agreement.

B. An employee's signature on any document that is to be placed in the personnel file shall indicate only that the employee has seen and understands the content of the document.

C. 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.

Article 21, Section 8.

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

Article 21, Section 9.

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

Article 21, Section 10.

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

A. The Union provides ten (10) workdays advance written notice of such request.

B. All such requests are made through the human resources office.

C. Lists are made using existing computer programs and procedures.

Article 21, Section 11.
Within thirty (30) days following ratification, the Board shall provide copies of this Agreement upon request to the Union. Furthermore, the Board shall provide each employee access to this Agreement electronically.

Article 21, Section 12.
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 district. Therefore, five (5) consecutive workdays of unauthorized absence in any one (1) pay period or ten (10) days of unauthorized absence within the most recent twelve (12) 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.

Article 21, Section 13.
The Board agrees to permit the Union's representative to review an employee's work history to investigate any concerns regarding personnel status changes. Access may be granted through scheduling an appointment with a Human Resources representative.

Article 21, Section 14. 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. Mileage reimbursement requests are to be submitted on PCS Form 3-1090-A (in-county travel) and Form 3-1090-B (out of county travel). The method to calculate mileage reimbursement is as follows:

Employees who are assigned a home base:

A. From personal residence to first location: take mileage from personal residence to first location of official duty less mileage from personal residence to home base.

B. Last location of business to personal residence: take mileage from last location of official duty to personal residence less mileage from home base to personal residence.

Employees who do not have a home base (itinerants):

A. Mileage reimbursement shall be calculated only from first location of official duty to each subsequent location of official duty during the business day.

B. From personal residence to first location of official duty or from last place of official duty to residence: not reimbursable per IRS guidelines.

Article 21, Section 15. Employee Facilities
The Board agrees to provide access to all adult restroom facilities, dining facilities and break areas to Bargaining Unit members at each facility where available.

Article 21, Section 16. 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.

Article 21, Section 17.
The Superintendent or designee will notify the Union in writing as far in advance as possible whenever a major change is anticipated or proposed that would affect a staffing model which would substantially affect unit employees in this bargaining unit.

Article 21, Section 18.
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).

Article 21, Section 19.
Upon request from the Union, the Board will provide the Union with the names of unit employees placed on 5400 pending placement status.

Article 21, Section 20. Use of Cell Phones/Pagers
Employees may be in possession of a personal cell phone/pager. However, they must be in an inactive or monitoring status and may not be used for personal reasons during working hours except as provided herein. Personal cell phones may only be used during the employee's lunch time while on duty. In an emergency situation, an employee may be permitted to use his/her personal cell phone. Use of personal cell phone cameras during an employee's scheduled shift hours, including lunch and break times, is prohibited on school board property. Employees required to use a district-assigned cell phone/pager in the performance of their duties may elect to purchase a private line (if provided by the vendor) for their personal use. However, all of the above guidelines shall apply to the use of the personal cell phone. Pinellas County assumes no responsibility for loss, damage or theft of personal cell phones/pagers. The district is responsible for the replacement of lost/stolen/damaged district-owned cell phones/pagers except in the event of an employee's negligence.

Article 21, Section 21.
Two subcommittees, Employee Well-Being and Satisfaction, and Professional Development Advisory Committee in addition to the Bargaining Leadership Team, will meet as needed for the purpose of reviewing the administration of the Agreement and to resolve problems that might arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Union.

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

ARTICLE 22 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 10.
5) Assignment of additional hours to part-time employees.
6) Assignment to emergency call back.
7) Training and/or retraining opportunities.

Article 22, Section 1. Food and Nutrition

A. Food and Nutrition bargaining unit employees may utilize the transfer request and promotional procedures as set forth in Article 17, Job Posting and Bidding, Article 18, Promotion and Article 19, Transfer, of this Agreement.

B. Unpaid Meal Period

1. Employees, three (3) hours or less shall have the option of a meal at no cost during an unpaid thirty (30) minute period before or after student serving hours.

2. Employees, three and a half (3.5) hours or more shall be

granted a meal at no cost scheduled during an unpaid thirty (30) minute period before or after student serving hours.

3. The unpaid meal period shall be part of the scheduled workday and may be used to offset late arrival or early departure, if agreed to by the Food and Nutrition manager.

C. Food preparation, serving and cleanup not directly connected with school programs shall be paid at the applicable rate.

D. When it is not possible to secure a substitute, the Food and Nutrition Manager may require personnel to work additional hours if he/she deems it necessary. Such additional time, if any, shall be paid at the appropriate rate.

E. Food and Nutrition bargaining unit employees who express an interest in training programs, internship programs and similar promotional opportunities shall be allowed to participate along with other qualified personnel.

F. The Board will endeavor to increase the hours of employees within a work station when adequately supported by increased paid cafeteria participation.

G. Transfers and change of job classification among school locations shall be processed in accordance with the rules set forth in the salary plan approved by the Board.

H. Employees who work three and a half (3.5) hours or more shall receive a fifteen (15) minute paid rest period during their regular shift.

I. 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 and Nutrition Manager and shall not be subject to the grievance provisions of this Agreement. The work schedule shall be posted at each food service facility at the beginning of each year. Management shall make a good faith effort to divide tasks

equally among qualified food service employees. The work schedule shall include, but not be limited to, the following information:

1) Employee's name
2) Duty hours
3) Job classification
4) Assignments in the area of:
   (a) preparation
   (b) serving
   (c) clean-up
      1) daily
      2) weekly

J. Employees shall be advised of their employment status at the time of hiring and shall sign the Personnel Action form.

K. Unless additional personnel are required to meet the needs of the program, current employees shall be given first opportunity to have additional hours assigned to their hours of work, as they become available during the school year. Additional hours shall be assigned to qualified employees with the most seniority, within the classification, on a rotating basis, with the most senior employee receiving the first additional time. Additional hours will be assigned in accordance with the Board approved staffing model.

L. Employees shall not be required to use insecticides in the performance of their duties.

M. Employees shall report all unsafe, faulty, or unhealthful working conditions on the Safety Report Form provided by the employer. The form is to be submitted to the manager and a copy to the administrator. The employee submitting the form will be advised within ten (10) workdays of the action taken to correct the reported condition.

N. The Food and Nutrition Manager shall contact employees on a timely basis in the event a reduction in hours of work or total staff becomes necessary. In this connection, such reductions shall be considered a function of the normal staffing model. The Union

may request consultation under the provisions of this Agreement.

O. Promotional vacancies in this department shall be filled in accordance with the terms outlined in Article 18, Promotion.

P. Employees within a facility:

1. 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 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.

2. After the foregoing process has been accomplished and vacancies still remain, other qualified food service workers within the school district shall be considered who 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.

Q. 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. Employees may be excused on in-service/staff development days through request for appropriate leave of absence specified in this Agreement.

R. **Personal Health and Hygiene**

In the interest of public health, all employees shall comply with all directives and departmental regulations formulated by the Director of Food and Nutrition 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.

S. Unless additional time is refused by regular employees, the Food

and Nutrition 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.

T. Should the Board elect to discontinue the food service program within the district and contract out all food service functions, the Union will be provided an opportunity to discuss the impact of such a decision on employees affected within this unit as early as practicable, but in no case less than sixty (60) days prior to the discontinuance of the program.

U. The parties mutually agree to the continuation of a uniform policy in the food service department consistent with procedures established by the department. Uniforms will consist of five shirts assigned during the initial year that will be replaced as necessary based on normal wear and tear.

V. The district will annually provide shoes that are slip resistant in nature for all school site food service employees. These shoes once ordered and received by the employee will be required to be worn during normal duty hours in the kitchen. These shoes are certified to reduce the risk of falling in the kitchen and directly reduce someone getting seriously hurt in the kitchen environment. Our intent is to protect the employee and offer several styles that would fit different widths, sizes, arches, no arches, etc. involved with foot care to ensure that the shoes fit each employee comfortably.

Article 22, Section 2. PLANT OPERATIONS

A. The Board and the Union agree to the creation of the Plant Operations Advisory Council, made up of four (4) employees of the Plant Operations Bargaining Unit appointed by the Union, and four (4) Operations Supervisors. The purpose of the council is to review areas of concern for the Union and the Board, including but not limited to, staffing, processes, cost savings, etc. The Union shall attempt to appoint one (1) member from each of the following areas; Elementary, Middle, and High Schools, and one (1) from a site such as PTC, Walter Pownall or ESE Centers and the Administration Bldg.

In order to provide efficient and effective services and maintain a clean, safe environment to promote highest student achievement, as well as provide cost-effective services to taxpayers, the Board agrees to recognize the "Core Duties" of Plant Operations; to provide a clean, safe learning environment and to prevent facilities from deteriorating. In this regard, the Plant Operations Advisory Council will meet within ninety (90) days of the ratification of this Agreement to seek balance between these Core Duties and any additional responsibilities required by district administrators.

B. 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, as per Article 18.

C. 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 of this Agreement.

D. Employees may be required to attend in-service and staff development activities or to return when extenuating circumstances prevail which may necessitate doubling back to work on the next day prior to their regularly assigned hours. Under such circumstances, the employees will receive the normal shift differential for their regularly assigned shift for all hours worked prior to their normal starting time. This provision shall not apply to periods when plant operations personnel are normally moved to daytime assignments when students are not in attendance.

E. 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.

F. Plant Operators are permitted to leave their worksites during

their breaks, contingent upon using the appropriate sign in/sign out procedure.

G. In the event of a manpower shortage or emergency situation at any work facility, employees may be required to work overtime to complete the scheduled work. Affected employees shall receive overtime for all additional hours worked.

H. A temporary promotion shall be granted to Head Plant Operators and Night Foremen whose schools have been assigned sufficient relocatable hours to increase their staff to the next highest level on the plant operations staffing model.

Such temporary promotions shall be effective only for the period of time that the relocatable hours are assigned to the school. The ninety (90) day limit on temporary promotions (Article 18, Section F) shall not apply in this instance.

I. On each Friday that employee works, he/she shall have the option of wearing a uniform shirt, Pinellas County School shirt, or a FPSU Union shirt. However employees must wear identification at all times that will clearly identify them as School Board employees.

J. Employees in the Plant Operations department shall be required to wear uniforms consisting of district-provided shirts. The district will provide five (5) shirts to each plant operator as well as one-hundred twenty dollars ($120) per year for American Society Testing Materials (ASTM)-approved footwear consistent with the type of work performed by the employee. Uniforms will be replaced as necessary based on normal wear and tear. Management reserves the right to require an employee to reveal the certification emblem on footwear upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn out shoes that meet the above-referenced certification and uniform items on a one-for-one exchange basis including shoes not to exceed one-hundred twenty dollars ($120).

Article 22, Section 3. TRANSPORTATION

A. ROUTE BIDDING-Bus Drivers/Bus Driver Relief

1. Routes to be bid on by Bus Drivers shall be posted prior to the opening of school. Bus Drivers will bid on the routes based on seniority within the Transportation Department. (years of service from other departments shall not be considered). Upon request by FPSU officers, the Director of Transportation ("Director") shall provide a list of all bus drivers at each compound by seniority at the beginning of the school year. Such listing will include only the driver's name and the number of years' experience in Pinellas County

2. Once routes are bid prior to the opening of school, such bids shall be final and shall not be altered except by determination of the Director. If a driver's route hours are reduced as a result of such determination, the driver shall suffer no reduction in her/his paid hours so long as the driver is willing to be on "stand by" for a period equal to the hours of the reduction. Any driver unwilling to be on "stand by" and fulfill assignments given her/him by dispatch shall have her/his hours reduced. Full-time School Bus Drivers shall have a guarantee of six (6) hours per day for the basic workweek from Monday through Friday.

3. Drivers will be provided three (3) days' notice if their route is to be permanently changed after being awarded a route through the annual bid process and he/she will be permitted to perform an on-the-clock dry run. A change in a route shall not include adding one (1) or more stops to an existing run.

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

5. Drivers hired in the job description Bus Driver Relief, may bid on routes designated by the Director based on seniority as a driver within the transportation department. They may also be assigned a route as needed which could include a permanent assignment to a designated route or a daily assignment if another driver (whether a Bus Driver or Bus Diver Relief) is absent. Except for this Article 22, Section 3 A "Route Bidding", the reference to a bus driver throughout this Agreement refers to the job descriptions for both "Bus Driver" and "Bus Driver Relief."

6. Summer routes include transportation for regular summer programs such as Summer Bridge and services for special education and related services (ESY). The process for bidding on these routes is the same as the bidding process for routes bid on during the school year. Bus Drivers bid on routes based on seniority and drivers hired as a "Bus Driver Relief" bid on designated routes by seniority.

7. Assignment of Buses: All buses shall be bid based on seniority. The parties recognize that equipment needs may change based on student requirements.

8. Management will make every reasonable effort to equalize the distribution of student bus loads. 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.

9. After the initial bidding of routes, all Shuttles created during the school year shall be assigned by seniority with the most senior driver being given the first opportunity to accept the Shuttle.

~~8.~~(Updated and Approved by the Pinellas County School Board on 10/13/2026)

B. Field Trips ~~and Shuttles~~

1. At the beginning of the school year, drivers wishing to participate in field trips and~~,~~ open activities ~~and shuttles~~, not a part of the daily scheduled bus runs within each compound, shall complete and submit the appropriate form. Assignments will be made on a rotating basis with the most senior driver being given the first trip and open activities ~~and shuttles~~ 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. (Updated and Approved by the Pinellas County School Board on 10/13/2026)

2. Once offered, drivers will have seventy-two (72) hours to accept a trip. If a driver accepts a trip within this time frame and subsequently refuses the trip, the driver will be charged the hours. After two (2) refusals, the Director of Transportation or representative can take the driver off of the trip list.

3. Any driver so removed who desires to be reinstated to the extra trip list may submit a written request to the Director for consideration.

4. Drivers who accept summer trips and non-school day trips shall be paid a minimum of four (4) hours or actual time worked, whichever is greater. When the length of time for the trip exceeds four (4) hours, the driver will be paid 45 minutes prior to scheduled pick-up time for the trip and also 30 minutes after drop off, plus travel time.

5. 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.

6. 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 13 of this Agreement.

C. Responsibilities Other than Driving

1. During paid layovers, drivers shall maintain cleanliness of buses, drive approved field trips, and perform other related work as assigned by their supervisors.

2. In addition to the routine daily run, each bus driver has additional duties which must be performed and will be compensated for the time required to perform such duties. In order to account for such time, each driver will clock in and clock out to record the actual time spent performing the required duties. For drivers who do not return the bus to the compound, dispatch will be notified of the completion time of such duties. Those duties include:

   a) a pre-trip inspection of the bus to report any defect affecting safety or economy immediately to appropriate transportation personnel

   b) sweep the bus and empty trash twice a day

   c) post-trip inspection of bus (at end of each run)

   d) preparation of reports

   e) meetings with and phone calls to/from transportation staff, etc. (dispatchers/supervisors/ administrators) not to exceed 15 minutes duration, per issue.

   f) fueling of the buses if there is not sufficient time between schools.

3. It shall be the responsibility of each driver to maintain

control of the students assigned to his/her bus. Major disciplinary matters shall be referred to the office of the administrator/supervisor or assistant of the school that the student(s) are assigned to, utilizing the standard Student Conduct Report forms. The administrator /supervisor or assistant must reply to the Student Conduct Report, even if no action is to be taken. There shall be no limit to the number of Student Conduct Report forms a driver may write within a school year.

4. Transportation department management will continue the past practice of arranging hearings to resolve problems among drivers, students, administrators/supervisors, school staffs, and parents.

D. Compensation and Overtime

1. Compensation for all overtime assignments shall be paid in accordance with Article 12 of this Agreement. Information relevant to assignments of drivers for authorized overtime shall be kept by the Assistant Compound Manager and shall be made available to FPSU representatives upon request. Such information shall include, but not be limited to, date of assignment, driver's name, and number of hours involved.

2. 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. School bus drivers who are specifically assigned to work on scheduled in-service days shall be compensated at their regular rate for all hours worked.

3. School bus drivers must attend a preschool workshop and will receive their regular rate of pay for the number of hours authorized by the department for each day of the workshop. Allowable absences are considered to be funeral in family, court duty, illness verified by doctor’s letter and military leave.

4. Drivers' check stubs shall include the number of hours worked and other pertinent information currently shown on the payroll check stub

E. Miscellaneous Provisions

1. 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.

2. The parties agree to comply with the provisions of the Safe Driver Plan pursuant to School Board Policy.

3. 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.

4. School bus drivers shall wear outer garments and footwear which are consistent with safety and are appropriate for student contact.

5. Bus Driver and Bus Assistant Uniforms: School bus drivers bus assistants in the transportation department will be required to wear uniforms. The district will provide uniforms for each new employee that will consist of five (5) shirts (type of shirt at the discretion of the transportation department) and one (1) jacket. Each year, returning drivers will receive a credit equal to the value of three (3) additional shirts. The Transportation Department will maintain a list of other approved accessory items (e.g. jackets, hats, belts, etc.) that may be purchased in lieu of the three (3) additional shirts. If a driver decides to purchase items off the approved list in lieu of the additional shirts, the amount of that purchase cannot exceed an amount equivalent to the value of the additional replacement shirts for that year. The Pinellas County School Board logo shall be placed on shirts and other appropriate approved accessory items (e.g. jackets, hats). It shall be the responsibility of each school bus driver to wear a complete, clean uniform. Employees not

wearing an appropriate uniform, including a departmentally issued identification badge, shall be subject to disciplinary action. On each Friday that a driver works, he/she shall have the option of wearing either a uniform shirt, Pinellas County School shirt, or a FPSU Union shirt. However, drivers must wear identification at all times that will clearly identify them as School Board employees if they are not wearing a uniform.

6. Whenever an unscheduled closing of school(s) occurs, affected drivers shall be paid under the provisions of Article 10 of this Agreement, if permitted under applicable law.

7. Except in cases where there are driver shortages or emergencies, only transportation and vehicle maintenance employees may operate Pinellas County School buses before, during or after school, for the course of the calendar or school year, to transport students.

8. Route Bidding-Bus Assistants-The parties agree that the development of a route bidding process is premature until the Board has hired and employs one hundred sixty (160) bus assistants. This section will be re-opened to discuss a process for bus assistants to bid on routes once the number of bus assistants has reached that threshold.

Article 22, Section 4. Vehicle Maintenance

All Journeyman Automotive Mechanics shall furnish their own set of hand tools sufficient to perform their assigned duties. The Board agrees to provide a tool allowance for all mechanics in the amount of one hundred dollars ($100) per month. The Director of Transportation, or his/her designee, has the right to periodically inspect all journeyman automotive mechanics' toolboxes to assure that the tool allowance given to each mechanic is used to upgrade and meet the inventory of tools required of each journeyman mechanic.

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

a. Eleven (11) sets per employee (one (1) workweek of clean uniforms) Uniforms will be replaced as necessary based on normal wear and tear.

b. One (1) jacket. The jacket will be replaced as necessary based on normal wear and tear.

c. A shoe allowance of one-hundred twenty dollars ($120) per year for American Society Testing Materials (ASTM) approved footwear consistent with the type of work performed by the employee. Management reserves the right to require an employee to reveal the certification emblem on footwear, upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn-out shoes that meet the above-referenced certification in an amount not to exceed one-hundred twenty ($120) dollars.

Article 22, Section 5. MAINTENANCE/WAREHOUSE

A. Notification of available non-emergency, scheduled overtime shall be made in advance as follows:

1. Daily overtime - the end of the scheduled workday preceding the day of assignment whenever possible.

2. Weekend overtime - noon on Thursday.

3. Emergency - notify as soon as possible. It shall be the responsibility of management to assign appropriate personnel consistent with materials to be handled and the availability of personnel at the receiving site. When a question arises concerning the capability of employees to safely unload specific materials, the employees shall contact their immediate supervisor.

B. Employees in the maintenance department shall be required to wear uniforms. The district will provide uniforms, including five (5) shirts, five (5) pants, five (5) shorts, one (1) sweatshirt, one (1) jacket, one (1) hat and a shoe allowance of one-hundred twenty ($120) per year for ASTM/ANSI-approved footwear consistent

with the type of work performed by the employee. Uniforms will be replaced as necessary based on normal wear and tear. Management reserves the right to require an employee to reveal the certification emblem on footwear upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn out shoes that meet the above-referenced certification and uniform items on a one-for-one exchange basis including shoes not to exceed one-hundred twenty ($120) dollars.

C. Pest Control Technicians will be required to wear uniforms. The district will provide laundered uniforms that consist of:

- Eleven (11) sets per employee (one (1) workweek of clean uniforms) Uniforms will be replaced as necessary based on normal wear and tear.

- A shoe allowance of one-hundred twenty dollars ($120) per year for American Society Testing Materials (ASTM)-approved footwear consistent with the type of work performed by the employee. Management reserves the right to require an employee to reveal the certification emblem on footwear, upon request. It shall be the employee's responsibility to provide sales receipts for reimbursement. Management shall replace all damaged or worn-out shoes that meet the above-referenced certification in an amount not to exceed one-hundred twenty dollars ($120).

The Pinellas County School District logo shall be placed on shirts, jackets, sweatshirts and hats. It shall be the responsibility of each maintenance employee to wear the complete uniform issued. Employees not wearing the appropriate uniform shall be subject to disciplinary action. On each Friday that an employee works, he/she shall have the option of wearing either a uniform shirt, or a FPSU Union shirt. However, employees must wear PCS issued identification at all times that clearly identifies them as School Board employees.

D. It is not the intention of the Pinellas County School Board to have

supervisors or managerial employees routinely performing bargaining unit work. Bargaining unit work will not be assigned to the aforementioned employees except for the following:

1. Emergency situations where regular employees are not immediately available for assignment and where the assignment would not extend beyond a reasonable period of time.

2. Training, instruction, testing or demonstration of current or new work projects, systems or equipment. None of the aforementioned acts shall be used to deprive an employee from working his normal weekly schedule.

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

F. It shall be the responsibility of Warehouse 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 23 DISCIPLINE

A. The parties are committed to progressive discipline. Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem presents an opportunity for improvement. The process features increasingly formal efforts to provide feedback to the employee so he or she can correct the problem. The goal of progressive discipline is to improve employee performance. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance

problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization. Failing that, progressive discipline enables the Board to fairly, and with due process, terminate the employment of employees who are ineffective and unwilling or unable to improve.

B. The first step in the disciplinary process is to provide the employee the benefit of due process which requires that the discipline process be conducted in a manner that provides the employee reasonable notice and an opportunity to respond to the complaint(s) against him/her. If the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says at a meeting, the employee has the right to request representation. The representative may not answer for the employee but may assist in clarifying confusing questions and suggest additional witnesses or sources of information to be considered by the supervisor or administrator for the Office of Professional Standards.

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 FPSU representation.

C. The Board shall generally follow a system of progressive discipline that may include, but not be limited to, the use of:

1) Conference Summary: This is a written memorandum or letter memorializing an area of concern involving the performance or conduct of the employee. It is the first step in progressive discipline and is intended to counsel and advise the employee of best practices.

2) Letter of caution

3) Written reprimand

4) Suspension without pay

5) Dismissal

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

D. When a recommendation is made for imposition of a suspension without pay or dismissal, employees shall be entitled to an administrative hearing before an impartial administrative law judge as provided under the Administrative Procedure Act (F.S. Chapter 120) and shall be entitled to all the rights provided under that Act including the right to be represented by counsel or qualified representative. The provisions of Board Policy 4140 will define just cause for suspension without pay or dismissal.

ARTICLE 24 INSURANCE BENEFITS

A. Benefit Program - The Board agrees to provide a comprehensive benefits program to include but not limited to, health, dental, life, vision, accidental death and dismemberment and income protection insurance. Health Care Reimbursement and Dependent Day Care Reimbursement Accounts are also provided. The amount of Board contribution and employee deductions will be determined annually through the bargaining process.

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

B. Section 125 Cafeteria Plan - The Board agrees to provide a Cafeteria Plan with a premium conversion option, which enables employees to pay their portion of most insurance premiums on a pre-tax basis. Enrollment in the Flex Plan is automatic for eligible employees and participation continues from year to year, unless

the risk management and insurance department is notified by the employee in writing to cancel participation. The cancellation request must be received by the department within thirty (30) days of a qualifying life event or during the annual open enrollment period.

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

C. Eligibility - Regular employees who work at least thirty (30) hours per week, job share employees and employees who work two part-time regular jobs totaling more than thirty (30) hours per week are eligible for benefits. Dependent eligibility guidelines will be in accordance with provisions outline in the Beneflex Guide.

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

Annual Enrollment: The Board provides an annual enrollment period during which an employee may add, cancel, or change coverage.

E. Changes in Coverage - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed Enrollment and Change Form and supporting documentation

must be received by risk management within thirty (30) days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.

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

G. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one (1) times annual salary rounded up to the next one-thousand dollars with a minimum amount of $15,000.

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

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

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

No Health Option - If an employee does not select health insurance coverage, the employee may apply the predetermined "No-health Board contribution" toward the purchase of certain supplemental insurance benefits. The parties agree to provide benefits-eligible employees who do not elect health insurance up to seventy-five dollars ($75) a pay period in flex credits to be used to purchase supplemental benefits including Dental, Vision, AD &

D, Short-Term and Long-Term Disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of Board provided flex credits elections into the HCRA may not exceed twenty-five dollars ($25) a pay period and the minimum election amount may not be less than five dollars ($5).

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the district's administrative procedures governing its Flex plan. The maximum amount that the district will continue annually to the HCRA is five hundred dollars ($500). Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of five dollars ($5) per pay has been established.

Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited. Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one (1) additional dependent (total of three (3) persons), may select the Two-Board family option.

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

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, risk management records are

determinative, unless the employee can provide a copy of an approved enrollment form to the contrary. Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides.

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

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

L. Retiree Insurance - An employee covered under the Florida Retirement System Defined Benefit Plan who retires with eight (8) years of service and elects to receive a state retirement check is eligible to participate in the retiree insurance program. An employee who retirees under the FRS investment plan with eight (8) years of service and is at least fifty nine and one half (59 1/2) years of age or has completed thirty (30) or more years of service may participate in the retiree insurance program. Benefit election must be made within thirty (30) days of the

effective date of retirement. Employees who do not enroll at retirement shall be ineligible for future participation in the Board retiree insurance program.

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

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

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

O. Workers' Compensation - The Board provides Workers' Compensation benefits pursuant to Florida Statute, Chapter 440. Workers' Compensation indemnity benefits paid in combination with an employee's sick leave or vacation time shall not exceed the employee's bi-weekly salary. Whenever possible the Board will provide for up to ninety (90) days, light or modified duty for any employee returning to work after a job-related injury.

Reasonable accommodations will be made in accordance with restrictions of the authorized treating physician. The employee is required to report for work on the day indicated by the authorized treating physician.

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

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

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

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

ARTICLE 25 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.

Article 25, Section 1. Pre-employment Pre-assignment Testing
Any applicant or current employee selected for a position must test drug-free before being assigned to work in such a position.

Article 25, Section 2. Reasonable Suspicion Testing
When a covered employee's conduct or appearance is directly observed as indicative of being under the influence of a drug or alcohol during on-duty time.

Article 25, Section 3. Post-Accident Testing
As soon as practicable following an accident, a driver (unless deceased) shall be tested for alcohol or controlled substances when any person involved in the accident has been fatally injured or the covered employee received a citation for a moving traffic violation arising from the accident. Testing will be conducted not later than thirty-two (32) hours after the accident for drugs and not later than eight (8) hours after the accident for alcohol. For the purpose of this rule an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene or a vehicle is required to be towed from the scene.

Article 25, Section 4. Random Testing
Drug testing must be conducted unannounced based on a random selection and must be equal to or exceed fifty (50) 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 (25) percent of the total number of covered employees each year. Such testing shall be during on-duty time.

Article 25, Section 5. Follow-up Testing
As part of or as a follow-up to counseling or rehabilitation, the covered employee who has self-reported prior to notification of required testing is subject to unannounced follow-up drug or alcohol testing. The covered employee shall be subject to a minimum of six (6) follow-up drug or

alcohol tests in the first twelve (12) months.

Article 25, Section 6. Drug Testing Procedures

Administrative Relief - If a covered employee believes his or her position has been wrongly designated as a Testing Designated Position, that covered employee may file an administrative appeal to the Assistant Superintendent, 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, Human Resources Services within fifteen (15) days of notification, setting forth all relevant information. The Assistant Superintendent, 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, Human Resources' decision shall be final and is not subject to further administrative review.

Article 25, Section 7. Finding of Drug Use and Disciplinary Consequences

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

B. A covered employee who receives a positive drug test result or an alcohol test result (.04 or greater concentration) from a required random, reasonable suspicion, post-accident or follow-up test during on-duty time will be immediately suspended and recommended for dismissal. An employee who refuses to submit to a required alcohol or controlled substance test will be immediately suspended and recommended for dismissal. The employee will be provided with the names of a qualified substance abuse professional (SAP) and resources available from which the employee may choose to seek assistance. Refusal to submit to an alcohol or controlled substance test is defined as:

1. Failing to provide adequate breath for testing without a valid medical explanation after the driver has received notice of the requirement for breath testing.

2. Failing to provide adequate urine for controlled substance testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

3. The driver engaged in conduct that clearly obstructs the testing process.

C. An offer of employment will be withdrawn for any individual who receives a positive drug test result or who receives a result showing an alcohol concentration of .02 or greater on a required pre-employment test.

D. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required random, reasonable suspicion or follow-up alcohol test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline.

E. A covered employee who receives a result showing an alcohol concentration of .02 - .039 from a required post-accident test shall be removed from performing any safety sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to sick leave or vacation if available. Disciplinary action will be taken in accordance with the district's policy of progressive discipline. Any covered employee who is cited and found guilty of a violation as a result of involvement in an accident will also receive a letter of reprimand. Disciplinary action for subsequent incidents will be taken in accordance with the district's policy of progressive discipline.

F. A covered employee who is convicted of driving under the influence (DUI) or any drug related offense will be recommended for dismissal. Conviction is defined as a finding of guilt, a plea of nolo contendere or entering a pre-trial intervention (PTI)

program, whether or not there is a formal adjudication of guilt.

Article 25, Section 8.
All drug testing results will be reviewed by a qualified medical review officer (MRO). The MRO will verify and validate the test results and determine whether each tested individual has passed the drug screen. An MRO is defined as a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and any other relevant biomedical information.

Article 25, Section 9.
Any employee who questions the positive results of a required drug test may request that the split sample test be conducted by an authorized lab facility different from the initial testing facility within seventy-two (72) hours of the results of the first test. This second testing will be at the expense of the employee. If the test results of the split sample are negative, the drug test will be considered negative and the employee will be reimbursed for the cost of the split sample testing. No disciplinary action will be taken for negative test results.

Article 25, Section 10.
When an employee requests FPSU assistance, the Board agrees to make a reasonable effort when possible to contact a FPSU officer following the chain of command designated on the FPSU organizational chart. However, in no instance will the Board delay the substance test for more than one-half (.5) hour, while attempting to contact a FPSU Official.

Article 25, Section 11.
Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person.

Article 25, Section 12.
The district is required to implement a drug testing program in which all affected covered employees are eligible for unannounced testing

throughout the year in an objective, random selection process. Covered employees to be tested will be chosen in a lottery from all names in the pool. Every eligible covered employee will remain in the pool throughout the process. A covered employee may continue to drive while awaiting the results of a random test.

Article 25, Section 13.
In the event of invalidation of this article, or section of this article, both the Board and the FPSU 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 26 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 negotiable issues. Further, the parties agree that during the term of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not referred to or covered in this Agreement. Upon completion of negotiations of this labor agreement, the parties shall conduct training classes with their constituents to review changes in the current contract or shall otherwise provide timely information regarding the changes to keep employees informed.

ARTICLE 27 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 28 DURATION

Article 28, Section 1
This Agreement will be effective on the 1st day of July, 2024, and shall continue in full force and effect until the 30th day of June, 2027, unless amended as herein provided.

Article 28, Section 2.
The Agreement shall be amended at any time during its term by mutual consent and ratification of parties as provided in Article 4 of this Agreement. However, the Administration and Board may stipulate on matters not expressly provided for in the Agreement by means of a written memorandum of understanding between the Board and the FPSU. A memorandum of understanding is binding upon execution by the Superintendent and the FPSU President but requires subsequent ratification unless its duration is for a period of one (1) year or less. Automatic reopeners include Article 10, Salaries, Article 21, General Provisions, Article 22, Departmental Operations and Article 24, Insurance Benefits.

APPENDIX A – JOB TITLES

SEIU/FPSU REPRESENTED
NON-EXEMPT JOB CLASSIFICATIONS

Job Title	Pay Grade
AIR COMPRS/EMER SYS TECH-JOUR	D11
APP/REFRIG TECH APPRENTICE	D08
APPLIANCE/REFRIG TECH	D09
APPLIANCE/REFRIG TECH-JOUR	D11
AUTOMOTIVE DIESEL MECH-JOUR	D11
AUTOMOTIVE EQUIPMENT OPERATOR	D08
BINDERY OPERATOR	D07
BOILER MECHANIC-JOUR	D11
BUS ASSISTANT	D05
BUS DRIVER	G10
BUS DRIVER RELIEF	G11
BUS DRIVER STAVROS INSTITUTE	D09
BUS SERVICE RECORDER	D10
CABINETMAKER	D10
CARPENTER	D10
CARPENTER-JOUR	D11
CARPET & EQ MAINT TECH	D08
DIESEL MECHANIC	D09
DIESEL MECHANIC-LEAD	D11
DISPATCHER	D08
ELECTRICIAN	D10
ELECTRICIAN-JOUR	D11
ELECTRONICS TECH	D10
ELECTRONICS TECH-JOUR	D11
EQUIPMENT PARTS SPECIALIST	D09
FOOD NUTRITION ASSIST/DRIVER	D06
FOOD AND NUTRITION ASSISTANT	D05
FOOD SERVICE KITCHEN COORD	D09
FOOD /NUTRITION COOK SPECIALIST	D07
GLAZIER-JOUR	D10
GROUNDSKEEPER I	D05
GROUNDSKEEPER II	D07
HEAD PLANT OPERATOR ELEMENTARY	D11

Job Title	Pay Grade
HEAD PLANT OPERATOR HIGH	D13
HEAD PLANT OPERATOR MIDDLE	D12
HEATING/AIR COND MECH	D09
HEATING/AIR COND MECH-JOUR	D11
HEAVY EQUIPMENT OPERATOR	D10
HTNG/AIR COND MECH APPRENTICE	D08
INSTRUMENT TECH-JOUR	D13
IRRIGATION SYSTEMS TECH-JOUR	D11
LEAD DRIVER	G11
LEAD EQUIPMENT OPERATOR	D11
LOCKSMITH	D10
LOCKSMITH TECHNICIAN	D11
MAIL COURIER I	D07
MAIL COURIER II	D08
MAINTENANCE LEAD	D11
MAINTENANCE SERVICE TECHNICIAN	D10
MAINTENANCE SHOP PLANNER	D12
MASON	D08
MASON-JOUR	D11
MULTI TRADES UTILITY WORKER	D07
NIGHT FOREMAN ELEMENTARY	D08
NIGHT FOREMAN HIGH	D11
NIGHT FOREMAN MIDDLE	D10
PAINT/BODY MECH-JOUR	D11
PAINTER	D08
PAINTER-JOUR	D10
PAINTER-LEAD	D11
PEST CONTROL TECH	D10
PLANT OPERATOR	D05
PLANT OPERATION SPECIALIST	D07
PLASTERER-JOUR	D11
PLUMBER	D10
PLUMBER APPRENTICE	D09
PROJECT COORDINATOR	D12
PLUMBER-JOUR	D11
POOL TECH	D08
PRINTER II	D10
ROOFER-JOUR	D11
SHEET METAL MECH	D08
SHEET METAL MECH-JOUR	D11

SMALL ENGINE MECH-JOUR	D11
STOCK CLERK I	D06
STOCK CLERK I	D06
STOCK CLERK II	D07
STOCK CLERK II	D07
STOREKEEPER	D08
STOREKEEPER	D08
TIRE REPAIR MECHANIC	D09
TRANSPORTATION DISPATCHER	D13
TRUCK DRIVER I	D07
TRUCK DRIVER II	D08
TRUCK DRIVER III	D09
TURF MAINTENANCE TECH	D11
UPHOLSTERER GLAZIER-JOUR	D11
VEHICLE MAINTENANCE SYS TECH	D10
WAREHOUSE FOREMAN	D11
WELDER APPRENTICE	D09
WELDER-JOUR	D11

NON-EXEMPT SALARY SCHEDULE "D"
2025/2026 School Year
SEIU and NON-REP SUPPORT STAFF HOURLY RATES*

Pay Grade	Level D	Level E	Level F	Level G	Level H	Level I	Level J	Level K	Level L	Level M	Level N	Level O	Level P	Level Q	Level R	Level S	Level T	Level U
5	$15.0000	$15.1500	$15.9075	$16.3620	$16.3999	$16.4378	$16.4756	$16.5135	$16.5514	$16.5893	$16.8290	$17.3506	$17.8845	$18.4435	$19.0149	$19.6110	$20.2196	$20.8531
6	$15.0000	$15.1500	$15.9075	$16.4756	$16.5135	$16.5514	$16.5893	$16.8164	$17.3380	$17.8723	$18.4312	$19.0023	$19.5984	$20.2072	$20.8404	$21.4990	$22.1695	$22.8650
7	$15.0000	$15.1500	$15.9075	$16.5893	$16.8042	$17.3258	$17.8598	$18.4186	$18.9900	$19.5862	$20.1946	$20.8281	$21.4864	$22.1572	$22.8525	$23.5729	$24.3180	$25.0881
8	$16.3568	$16.5204	$17.2779	$18.0213	$18.4186	$18.9900	$19.5862	$20.1946	$20.8281	$21.4864	$22.1572	$22.8525	$23.5729	$24.3180	$25.0881	$25.8832	$26.7028	$27.5473
9	$17.9806	$18.1604	$18.9179	$19.7351	$20.1699	$20.8034	$21.4491	$22.1198	$22.8154	$23.5357	$24.2808	$25.0509	$25.8457	$26.6654	$27.5100	$28.3794	$29.2737	$30.2051
10	$19.7928	$19.9907	$20.7482	$21.6478	$22.1198	$22.8154	$23.5357	$24.2808	$25.0509	$25.8457	$26.6654	$27.5100	$28.3794	$29.2737	$30.2051	$31.1615	$32.1550	$33.1737
11	$21.7580	$21.9756	$22.7331	$23.7220	$24.2561	$25.0137	$25.7960	$26.6158	$27.4605	$28.3298	$29.2240	$30.1430	$31.0995	$32.0807	$33.0990	$34.1547	$35.2353	$36.3529
12	$23.9350	$24.1744	$24.9319	$26.0197	$26.5909	$27.4355	$28.3049	$29.1991	$30.1182	$31.0747	$32.0558	$33.0743	$34.1298	$35.2104	$36.3282	$37.4832	$38.6755	$39.9052
13	$26.3238	$26.5870	$27.3445	$28.5410	$29.1868	$30.1060	$31.0621	$32.0432	$33.0618	$34.1173	$35.1980	$36.3159	$37.4709	$38.6632	$39.8928	$41.1596	$42.4761	$43.8298
14	$28.9478	$29.2373	$29.9948	$31.3105	$32.0184	$33.0369	$34.0802	$35.1607	$36.2786	$37.4335	$38.6259	$39.8555	$41.1224	$42.4389	$43.7926	$45.1962	$46.6369	$48.1272

*Referendum Information: *The salary amounts listed above exclude an additional $2,910 in referendum supplement dollars effective July 1, 2025, through June 30, 2026, as approved by the voters of Pinellas County. Each year, a representative from the Finance Division will certify to the Bargaining Leadership Team (BLT) the supplement amount, based on certified tax roll projections and actual tax collections from the prior year. Any necessary adjustments to the supplement will be calculated and communicated to the BLT.*

School Board Approved 10/14/2025

NON-EXEMPT SALARY SCHEDULE "G"
2025/2026 School Year
BUS DRIVER SUPPORT STAFF HOURLY RATES*

Pay Grade	Level E	Level F	Level G	Level H	Level I	Level J	Level K	Level L	Level M	Level N	Level O	Level P	Level Q	Level R	Level S	Level T	Level U
10	$20.0000	$20.2000	$20.7482	$21.1999	$21.8655	$22.5548	$23.2679	$24.0048	$24.7653	$25.5498	$26.3580	$27.1899	$28.0458	$28.9370	$29.8523	$30.8029	$31.7777
11	$21.7580	$21.9756	$22.7331	$23.2441	$23.9691	$24.7178	$25.5023	$26.3106	$27.1424	$27.9982	$28.8776	$29.7929	$30.7319	$31.7063	$32.7165	$33.7506	$34.8202

*Referendum Information: *The salary amounts listed above exclude an additional $2,910 in referendum supplement dollars effective July 1, 2025, through June 30, 2026, as approved by the voters of Pinellas County. Each year, a representative from the Finance Division will certify to the Bargaining Leadership Team (BLT) the supplement amount, based on certified tax roll projections and actual tax collections from the prior year. Any necessary adjustments to the supplement will be calculated and communicated to the BLT.*

IN WITNESS WHEREOF, the following Ratification by SEIU/FPSU on August 19, 2024, and approved by the School Board on September 10, 2024, the parties hereto have caused this Agreement to be signed and attested by their respective representatives to be effective for the time period July 1, 2024, through June 30, 2027.

The School Board of
Pinellas County, Florida

By: _____
Kevin K. Hendrick, Superintendent

Date: 9/10/24

By: _____
Laura Hine, Chairperson

Date: 9/10/24

SEIU/Florida Public Services Union

By: _____
Joseph Brenner, Director of Organizing and Bargaining
SEIU-Florida Public Services Union

Date: 9/10/24