

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA AND
PINELLAS LODGE NO. 43, FRATERNAL ORDER
OF POLICE

2021-2024



PINELLAS COUNTY SCHOOLS

Pinellas Lodge No. 43, Fraternal Order of Police
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ARTICLE 1 PREAMBLE

In accordance with the state statutes, which regulate collective bargaining for public employees, this Agreement is entered into by and between the School Board of Pinellas County and the Pinellas Lodge No. 43, Fraternal Order of Police (hereinafter referred to as the "FOP".) The purpose of this Agreement is to promote harmonious relations between the Board and the FOP, to establish an orderly and peaceful procedure for the settlement of differences, which may arise, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

ARTICLE 2 RECOGNITION

The Board hereby recognizes the FOP as the exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all full time police officers, investigations clerks and dispatchers in the job classifications set forth in Appendix "A" of this agreement.

ARTICLE 3 NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. Employees in this unit shall have the right to join and participate in, or refrain from joining, forming or participating in any labor organization.
- B. The Board and the FOP affirm a policy of equal opportunity and nondiscrimination. Any alleged violation of this section shall not be subject to the grievance procedure or arbitration but may be submitted to the appropriate federal or state agency, which has jurisdiction.

- C. The Board and the FOP affirm that throughout this agreement, the use of the terms he, she, him, his, hers, is intended to mean either gender.

ARTICLE 4 UNION MEMBERSHIP DUES

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

- A. Authorizations will be submitted to the Human Resources Office. The deduction will start within thirty (30) working days of receipt of a valid authorization. Authorizations signed more than thirty (30) calendar days prior to submission shall be deemed invalid and returned to the Union for checking.
- B. Deductions shall be made on a biweekly basis and shall begin following ratification of this Agreement and after computer programming is completed. There shall be no retroactive assessment or dues deduction.
- C. The FOP will notify the Board in writing of the biweekly amounts of deduction for employees. Any change in the amount deducted will require four (4) workweeks' written notice. The new amount of dues deduction will be implemented consistent with programming or computer constraints.
- D. The Board is in no way responsible when earnings are not adequate to enable the dues deduction. If earnings are insufficient, no deduction will be made. Further, no initiation fee, assessment, retroactive, special or extra deduction will be made to make up any difference and the Board has no

responsibility for the cumulative total amount deducted during the year.

- E. A check for dues will be sent to a person and/or address designated in writing by the FOP.
- F. A bargaining unit employee may stop dues deduction upon thirty (30) days written notice to the Personnel Relations Office and the FOP.
- G. The FOP agrees there shall be no solicitation of union membership during hours of work exclusive of mealtime and rest periods.
- H. Probationary employees are eligible to authorize membership dues deductions.
- I. The Board shall have no responsibility nor any liability for any monies once sent to the FOP, nor shall the Board have any responsibility or any liability for the unauthorized deduction of dues. Further, the FOP agrees to indemnify and hold harmless the Board, each individual Board Member and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article.
- J. A change in the amount of membership dues shall not require new dues authorization forms.
- K. Deduction authorizations shall cancel automatically at the time the employee retires, terminates for any reason or transfers out of the bargaining unit.

ARTICLE 5 MANAGEMENT RIGHTS

A. Except as otherwise abridged, limited or modified by the terms of this Agreement, the Board retains all rights, authority and powers to exercise without prior notice to the FOP those management prerogatives enjoyed prior to entering into this Agreement. These rights shall include, but not be restricted to the following:

- 1) To manage the Schools Police Department and exercise sole, exclusive control and discretion over the organization and operation of the function.
- 2) To determine the purpose and function of the department and the utilization of its personnel, the introduction of new methodology, technology and procedures or the change of existing methods, staffing and/or procedures.
- 3) To develop and adopt such internal policies, standards, work rules or regulations necessary for efficient departmental operations. However, the Board recognizes the FOP does not waive its right to negotiate changes in rules, regulations, policies or practices which affect or impact terms and conditions of employment, if changes in such items are made during the term of the collective bargaining Agreement.
- 4) To set methods of operation and standards of service to be offered to the district and to subcontract any and all operations and services to the extent deemed appropriate by the Board.
- 5) The Board will maintain job descriptions for positions covered by this Agreement. It is understood by the parties that every incidental duty connected with

performance of the job is not enumerated within the job description. Therefore, employees may be temporarily required to perform duties not specifically within the language, intent or scope of their job description.

- 6) To determine the qualifications of all employees, to select, hire, classify, train, lay off, assign, schedule, transfer, promote, direct and manage employees in the department. To establish and change, when necessary, the number of employees assigned or the nature of their assignment.
- 7) To discharge, demote, suspend or otherwise discipline unit employees for just cause as defined in this subsection. All newly hired or rehired unit employees shall be subject to a twelve (12) months probationary period. Prior to the expiration of a probationary period, Management may, at its sole discretion, extend the probationary period in ninety (90) day increments and the employee shall sign the cover sheet or cover memo and shall sign and receive a copy of any related appraisal or documentation. Probationary period extensions shall not be subject to the grievance procedure. Upon completion of the probationary period, employees shall continue from year to year unless the superintendent terminates the employee for just cause. Just cause shall be defined by the provisions of Board Policy 4140.

Should the superintendent seek termination of an employee, the exclusive forum of appeal shall be through the Administrative Procedures Act (Chapter 120, Florida Statutes).

- 8) To increase, decrease or otherwise modify the composition and size of the work force.

- B. It is expressly understood that the Board has not waived or modified any of the rights reserved to it under this Article by not exercising said rights in a particular matter or in a particular manner.

ARTICLE 6 EMPLOYEE RIGHTS

- A. The term "employee" and "bargaining unit employee" as used in this Agreement shall mean persons employed by the School Board of Pinellas County in job classifications set forth in Appendix "A" of this Agreement.
- B. Bargaining unit employees have the right to join and participate in or to refrain from joining and participating in any employee organization of their own choosing.
- C. Nothing in this Agreement shall be construed to prevent any bargaining unit employee from presenting his own grievances to his superior or having such grievances adjusted without the intervention of the FOP if the adjustment is not inconsistent with the terms of this Agreement. The FOP will be given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- D. Employees of the bargaining unit shall have the right to file written responses to issues on their performance appraisals or to otherwise append statements to their personnel files when they disagree with the facts upon which their appraisal or other documents are based.
- E. Unit employees shall be permitted to bring a FOP representative with them to any disciplinary hearing at which the employee reasonably perceives the outcome of that meeting may be disciplinary action, suspension and/or termination of employment. Evaluation conferences and

incidental meetings between employees and management shall not be subject to this provision.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

- A. The purpose of this Article is to establish a procedure for the orderly settlement of disputes between the Board and members, group of members or the FOP, regarding those decisions, which involve the interpretation or application of a specific provision of this collective bargaining Agreement.
- B. Every attempt will be made by the FOP and the Board to adjust grievances informally and promptly and in the interest of good employee/ management relations. However, discussions shall normally be held during regular working hours, and shall not cause the aggrieved employee or the FOP representative to suffer loss of pay or benefits.
- C. Bargaining unit employees may use the grievance procedure within this Agreement.
- D. Members may file and process grievances with or without the assistance of the FOP provided the member complies with the appropriate time limits and other conditions necessary in filing the grievance. However, if an officer elects to process a grievance without the Association's involvement, the FOP must provide verification, in writing to the Board that they have chosen not to represent the employee.
- E. The aggrieved employee shall initiate a written grievance no later than five (5) workdays following the occurrence of the matter giving rise to the grievance.

- F. It is understood and agreed between both parties that a grievance shall be filed at the step in which the action creating the dispute was initiated.
- G. All formal grievances and grievance answers shall be presented in writing, shall contain a brief statement of facts, shall state the relief requested, shall cite the applicable portion of this Agreement and bear the date filed and signature of the aggrieved employee. The grievant shall submit any relevant documents or materials along with the written grievance.
- H. The presentation and hearing of grievances may be conducted during the regular working periods of the aggrieved employee provided, however, that school operations are in no way interfered with.
- I. Grievance time limits may be extended by mutual Agreement.
- J. In advancing grievances, the member and/or the FOP representative, if applicable, may call witnesses to offer testimony from direct knowledge only. Witnesses who are employees and/or members shall suffer no loss of pay or benefits while serving as witnesses and may be excused by their immediate supervisor to testify during working hours provided such absence from their place of work does not unreasonably interrupt, delay or otherwise interfere with school or department operations.
- K. For the purpose of this Article, the working day is defined as the normal Schools Police Department work schedule within the calendar week, Monday through Friday, excluding weekends and designated holidays.
- L. Members will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the member's right to file a grievance within the

time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No member or group of members may refuse to follow direction pending the outcome of a grievance, unless a directive is known to be illegal or conspicuously endangers the health and/or safety of those affected by such directive.

- M. Grievances concerning matters outside the contents of this Agreement shall not be processed under this grievance procedure, or where law prescribes the method of redress.
- N. Multiple Grievances: In order to avoid the necessity for processing numerous identical grievances, a grievance may be initiated and processed as otherwise set forth in this Article. At the outset, such grievance shall be identified by the FOP as a precedent. When this occurs, all other grievances, if any, on the same subject or event shall be held in abeyance. When the precedent grievance is resolved, the Chief of Human Resources Services or designee and the FOP Representative shall meet to review and resolve the other grievances, if any. If other such grievances cannot be settled on the basis of the precedent grievance, they shall be reactivated and processed in accordance with the grievance procedure and the established time limits shall become effective at that time.
- O. FOP Grievance: A FOP grievance is defined as a question arising during the term of this Agreement between the Board and the FOP concerning the interpretation or application of this Agreement, and which cannot be filed as an employee grievance nor be settled by the immediate supervisor, principal or department head. In the event the FOP has such a grievance the FOP Representative shall file it, in writing, and begin at Step 3 of the grievance procedure. Such grievance shall be submitted within ten (10) working days following the day on which the FOP had knowledge of the facts giving rise to the grievance.

P. Grievance Procedure

The parties agree that it is most desirable for an employee and the immediate supervisor to whom the employee is responsible to discuss matters informally in an effort to resolve the problem. Prior to filing a formal written grievance, the employee must first discuss the matter informally with the Chief of Schools Police or his designee. Should informal procedures fail to satisfy the aggrieved person, then the grievance shall be formally processed as follows:

Step 1: A bargaining unit employee and the FOP Representative, if the employee wishes FOP assistance, may file a written grievance within five (5) working days of the event that is the basis of the grievance. Within three (3) working days of the filing of the grievance, the Chief of Schools Police will meet with the employee to discuss the grievance. When the Step 1 grievance discussion has been concluded, the Chief of Schools Police will provide a written answer on the grievance form within three (3) working days.

Step 2: The aggrieved employee and the FOP Representative, if the employee wishes FOP assistance, may appeal the grievance to Step 2 within five (5) working days of receipt of the answer in Step 1. Within three (3) working days, the Associate Superintendent, Operational Services or designee shall meet with the aggrieved employee to discuss the grievance. After the conclusion of the Step 2 hearing, the Associate Superintendent, Operational Services shall give a written answer on the grievance form within three (3) working days.

Step 3: The aggrieved employee and the FOP Representative, if the employee wishes assistance, may make a written appeal to Step 3 within five (5) working days of receipt of the Step 2 answer. Within five (5) working days, the Associate

Superintendent, Human Resources Services, or designee, shall meet with the aggrieved employee to discuss the grievance and shall have three (3) working days to give a written answer after conclusion of the Step 3 hearing.

Q. Arbitration Referral

- 1) If the individual member or group of members or the FOP rejects the answer from the Associate Superintendent, Human Resources Services or designee, the FOP shall have ten (10) working days to appeal the grievance to final and binding arbitration. The appeal shall bear the date and the signature of the aggrieved employee. Within five (5) days of receipt of the appeal, the Associate Superintendent, Chief of Human Resources Services or designee will meet with the FOP Representative to select an arbitrator. If this cannot be done within five (5) working days, the parties shall seek, on the Board's letterhead, a list of five (5) qualified impartial neutrals from the Federal Mediation and Conciliations Service (FMCS), the sole function of that organization being to assist in the selection of an arbitrator. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine which party shall cross out first.
- 2) The arbitrator's decision shall be implemented by the appropriate parties within fifteen (15) days or within fifteen (15) days after Board action, if required to implement the award.
- 3) The arbitrator's fee and expenses shall be borne equally by the parties.

- 4) Either party to this Agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

ARTICLE 8 MATTERS APPROPRIATE FOR CONSULTATION

- A. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this labor Agreement and areas of mutual concern for the FOP. For the purpose of this Agreement, consultation is defined as a discussion of matters which are within the discretion of the school or department and are held to provide mutual understanding, receive clarification and/or information affecting employees covered by this Agreement.
- B. Consultation meetings between the FOP and the Board shall be arranged through the Associate Superintendent, Human Resources Services or designee upon the request of either party. Consultation meetings may be called by the Board consistent with confidentiality and other legal restrictions to advise the FOP of any anticipated changes which may substantially affect the working conditions of the employees of this bargaining unit. Arrangements for any consultation meeting shall be made five (5) working days in advance whenever possible and an agenda of matters to be addressed at the meeting shall be presented in writing at the time a consultation is requested. Matters taken up in consultation meetings shall be those included in the agenda. The FOP may request the presence of up to four (4) FOP Representatives at any one meeting.
- C. If the FOP requests consultation, it shall bear the cost of expenses and compensation for their own representatives and/or employees. If the employer requests consultation, it

shall bear the costs of expenses and compensation of employees required for time spent during the consultation.

ARTICLE 9 DISCIPLINARY RIGHTS AND INVESTIGATIONS

- A. Disciplinary Investigations: Disciplinary investigations shall be those interrogations of a unit member where disciplinary action, suspension and/or dismissal may be the final outcome. This shall not include matters, which shall not be used as disciplinary action, such as evaluation, assignment, transfer, non-reappointment or reduction in force activities exercised under the Management Rights Article of this Agreement.
- B. Investigations as defined above shall be conducted in accordance with Chapter 112 Florida Statutes.
- C. Right to a Hearing Under Chapter 120, Florida Statutes.

In the case of a recommendation for suspension without pay, or dismissal of a unit employee, the officer shall be entitled to request a hearing to be conducted pursuant to Sections 120.569 and 120.57, F.S., by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. This shall be the exclusive forum for a trial or evidentiary proceeding on the Superintendent's recommendation for suspension without pay or dismissal. The administrative law judge's recommended order shall be presented to the School Board for entry of a final order, from which the officer shall have a right of judicial appeal.

ARTICLE 10 PERSONNEL RECORDS AND FILES

The personnel records and files of employees covered by this labor Agreement shall be maintained and administered consistent with the provisions of Florida Statute and Board administrative procedures.

A. Evaluation Procedure

It is the philosophy of this Agreement that evaluation is a developmental process. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the administration and shall not be delegated to any non-managerial employee. However, nothing contained herein shall preclude the administrator from receiving input from appropriate personnel in gathering data for evaluation purposes. All evaluation conferences shall be confidential, and no adverse comments shall be made in the presence of pupils or staff.

1. Each formal evaluation of an employee, if such occurs, shall be followed by a written evaluation report and conference between the employee and his/her appropriate supervisor. All formal observations of the work performance of an employee shall be conducted with the knowledge of the employee.
 - a. An employee shall be given a copy of each written evaluation report which he/she shall acknowledge. No employee shall be required to acknowledge a blank or incomplete evaluation form.
 - b. An employee's signature on an evaluation does not necessarily mean he/she agrees with the statements presented but indicates that an employee has seen said evaluation.
 - c. If an employee does not agree with the evaluation report given to him/her, he/she shall be allowed a conference with the evaluator and an opportunity to attach a written response to the evaluation within ten (10) days.

2. Responsibility of Employer to Employee - Should the administration determine the need for remediation, specific recommendations for areas of improvement shall be communicated to the employee through an interim evaluation. Specific documentation shall be maintained and shall be given to the employee in the event no improvement is evidenced.
3. Communication of Comments -All comments regarding an employee's professional performance shall be communicated directly to the affected employee.
4. Personnel records and files shall be maintained in compliance with appropriate Florida statutes and Board administrative procedures. An employee shall have the right to make an appointment to review the contents of his/her personnel file at the work site and/or the county office providing such review can be accomplished without interference with the employee's performance of his/her duties. An employee shall be entitled to have a representative of the Association accompany him/her during this review. A representative of the Board shall also be present. Nothing shall be permanently removed from the file in the course of such review.

B. Confidentiality

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

ARTICLE 11 SAFETY AND HEALTH

- A. The Board and the FOP will cooperate in the continued objective of maintaining a safe work environment for all employees during their hours of employment. It shall be the responsibility of all Schools Police employees to report unsafe

conditions to their immediate supervisor for review and appropriate action.

- B. A police officer may carry his departmental issued firearm on his person when specifically authorized by the Chief of Schools Police consistent with the following guidelines:
- 1) If an officer determines that an "emergency" or "life threatening" situation is imminent and time is of the essence, the officer may carry his/her departmental issued firearm without calling or contacting the Chief. However, immediately following the crisis, the Chief must be informed.
 - 2) Uniformed officers are authorized to carry their weapons in an unconcealed manner when on duty.
- C. Officers are provided a shoe allowance equal to eighty (\$80.00) dollars annually. It is the employee's responsibility to provide a sales receipt for reimbursement.

ARTICLE 12 OFFICER ASSAULT PROTECTION

- A. Reports of Assault Cases
- 1) Officers shall immediately report cases of assault suffered by them in connection with their employment to the Chief of Schools Police or other appropriate administrator.
 - 2) This report will be forwarded through appropriate channels and the officer will be kept informed as situations develop, if said situations affect the officer.
- B. Use of Reasonable Force -An officer may use reasonable force as is necessary to protect himself/herself from attack.

C. Cases of Assault

- 1) If an officer shall be assaulted while acting within the scope of his/her employment and pursuant to the Board policy and administrative direction, the Board shall give full support to such officer in dealing with the appropriate authorities in criminal cases.
- 2) If an individual is found guilty of battery on an officer and no officer negligence is proven, any damages, injuries or material loss suffered by the officer shall be fairly compensated for by the Board to the extent provided by Worker's Compensation.
- 3) All disciplinary actions regarding assaults upon officers 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 an officer, said student will be appropriately disciplined.

ARTICLE 13 LEGAL SERVICES

The Board agrees to provide legal services to Schools Police employees consistent with the provisions of Section 1012.26, Florida Statutes, under circumstances where the employee is charged with a criminal or civil suit arising out of the performance of his assigned duties and responsibilities. Should the statutory provision which empowers the Board to provide such legal defense be repealed or be subject to sunset, this provision shall become null and void. Further, this provision shall not be applicable in cases where criminal and/or civil action may be taken by the Board against an employee within the unit.

ARTICLE 14 REDUCTION IN FORCE

- A. Should circumstances dictate a general reduction in force, seniority and overall "better than satisfactory" personnel evaluations shall dictate the lay-off order by job classification.

Overall "better than satisfactory" evaluations shall be defined as three (3) consecutive years of better than satisfactory ratings in each of the areas of performance determined by the Chief in conjunction with unit employees. Those factors shall be identified as (1) Job Knowledge (2) Quality of Work (3) Judgment (4) Initiative and (5) Attitude. The Board shall notify the Association prior to implementation and afford the Association the opportunity to suggest alternatives which shall assist the Board in determining the method and scope of the reduction.

- B. If an employee has been terminated by reason of a reduction in staff, and the Board shall determine to increase the number of employees (full-time equivalents) such position(s) shall be first offered to the qualified employee(s) thusly terminated in inverse order of termination.
- C. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail.

Within ten (10) calendar days from receipt of such notice of recall or within fifteen (15) calendar days of the date of the mailing, whichever shall first occur, the employee shall notify the Chief of Schools Police, in writing, whether or not he/she desires to return to work. If the employee fails to reply or if he/she indicates that he/she does not desire to return to such work, all rights to recall are forfeited. A recalled employee shall report to work within ten (10) calendar days from the date he/she receives the recall notice or within such period of time as agreed to by the parties. In the event the employee fails to

return to work, he/she shall forfeit all of his/her seniority and all rights to recall.

ARTICLE 15 VACANCIES AND PROMOTIONS

- A. Only vacancies and promotions occurring within positions represented by this bargaining unit will be subject to the provisions of this section.
- B. It shall be the responsibility of the Chief of Schools Police to select, using the approved methods of screening and interviewing, the best qualified candidates to fill promotional vacancies within the department. Entry level positions shall not be posted within the system when a vacancy occurs. Promotional openings for police officer and above will be advertised within the Department. Nothing herein shall prevent the Chief of Schools Police from filling promotional vacancies through reassignment of existing personnel within the department, nor shall the provisions of this section preclude management from leaving vacant positions unfilled when conditions warrant it.
- C. Management reserves the right to advertise promotional vacancies outside the school system when, in the opinion of the Chief of Schools Police, the position cannot be filled from within the district.
- D. The selection of the Chief of Schools Police shall be final and shall not be subject to the grievance procedures embodied in this Agreement.

ARTICLE 16 STAFF DEVELOPMENT AND IN-SERVICE TRAINING

- A. Staff development denotes education and/or training designed to improve the efficiency and effectiveness of personnel and/or to maintain certification required by Florida law.

- B. Employees assigned to attend staff development or training activities during their regular duty day shall be considered to be on Temporary Duty Elsewhere for the period of time spent in training. Attendance at any staff development or training activity must be with the express approval of the Chief of Schools Police or designee.

- C. Periods of time spent in attending college courses shall not be construed as staff development and shall be attended and paid at the employee's own expense.

ARTICLE 17 GENERAL PROVISIONS

- A. Upon request, the FOP may receive copies of departmental rules and regulations, the Board's legislative program, policies and other such documents which fall within the category of public records, at a cost equivalent to that normally charged for public records. Board agendas for regularly scheduled meetings shall be available electronically.

- B. Space to post two (2) 8-1/2" x 14" notices will be designated for FOP use in appropriate locations where bargaining unit employees are permanently assigned. Such postings shall comply with the following restrictions:
 - 1) Notices shall deal only with union business and shall in no case be controversial or political nor shall they malign the Board or contain any profane, abusive,

obscene or scurrilous references. All notices shall clearly indicate the FOP and the author's identity and date. The Board reserves the right to remove questionable notices.

- 2) It shall be the responsibility of the FOP to distribute and post notices and to remove outdated and/or defaced materials.
- 3) In the event a bulletin board is not available the FOP may provide one at its own expense inclusive of mounting with approval of size and location to be given by the responsible supervisor or administrator.

C. Use of School Mailboxes -The FOP shall have the right to utilize school mailboxes for employees within its bargaining unit subject to compliance with all reasonable building, district and/or federal regulations.

D. Use of Inter-School Mail System

- 1) The FOP shall have the right to use the "pony" for dissemination of FOP professional information and notices. All "pony" envelopes shall be addressed to the individual employee or to the FOP representative at the building or work location.
- 2) If the United States Postal Service or other governmental agencies or the courts shall assert that "pony" mail requires affixation of postage, the FOP shall hold harmless and indemnify the Board and its agents and employees with respect to Board action in compliance with this section. In such case, this section shall cease to be applicable and renegotiations shall take place.

- 3) The "pony" shall not be utilized by the FOP for the distribution of material primarily oriented to the election of candidates for public office.
- E. FOP Insignias - Members may wear small metal pins denoting the Fraternal Order of Police.
 - F. Compliance -Any individual reappointment notification between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual reappointment notice contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
 - G. Notice - Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:
 - 1) If by the FOP, to the Board at 301 Fourth Street SW, P.O. Box 2942, Largo, FL 34649-2942.
 - 2) If by the Board, to the FOP at 550 Commerce Drive, Largo, FL 33770.
 - H. Annual Performance Appraisal -The current system of annual performance appraisal is made a part of this Agreement.
 - I. Use of Firearms -The issuance and possession of firearms by authorized employees within this unit shall be in compliance with all applicable departmental regulations and School Board Policies and Procedures.
 - J. Personal Freedom - Officers are entitled to full rights of citizenship, and no religious or political activities of any officer or lack thereof, shall be grounds for discipline or discrimination

with respect to the employment of such officer, provided that such activities do not violate the Constitution and the laws of the United States and/or the state of Florida.

- K. Employee Assistance Program -The Board agrees to provide an Employee Assistance Program within the district designed to assist employees in resolving difficult personal problems, which adversely affect performance.
- L. The assignment of county vehicles shall be made at the discretion of the Chief of Schools Police. During vacation periods, off duty hours or periods of extended leave, the officer may be required to leave his/her assigned vehicle at a designated compound. County vehicles shall not be used for personal business except as permitted in School Board policy. Removal of such assigned vehicle may be effectuated when deemed appropriate by management. Employees issued a county vehicle who live outside of Pinellas County may not utilize this vehicle outside of Pinellas County without the express written approval of the Chief of Police and in accordance with applicable departmental regulations.
- M. Official Use of Personal Automobile - Employees who are required to utilize their personal automobiles for official business 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. In this connection, employees will not be required to use personal automobiles for prisoner transport, surveillance or similar activity.

ARTICLE 18 LEAVES OF ABSENCE

A. SICK LEAVE

- 1) Employees who work two and one-half (2-1/2) or more hours per day in regular positions shall accrue sick leave at the rate of one day for each month of service.

A month of service for this purpose shall be defined as employment in a paid status for eleven (11) or more days during the same month. One-day is equal to the number of hours the employee is scheduled to work.

- 2) Sick leave may be used for bona fide illness of the employee, illness in the immediate family, to attend a funeral or for a medical or dental appointment. Immediate family is defined as spouse, father, mother, sister, brother, child, step- child, foster child, mother- or father-in-law or any person who is a member of the employee's immediate household.
- 3) Upon returning to work from sick leave, employees may be required to furnish a doctor's note indicating the nature of their illness and releasing them to work without any restriction. This provision shall not be used for punitive purposes.

Employees who are absent five (5) or more consecutive workdays may be required to pass an expeditiously scheduled physical examination and obtain written clearance before returning to work. Should a physical examination reveal a physical defect that must be corrected in order for the employee to continue the assigned duties, the following procedure will apply:

- a) The employee will be relieved of his/her duties immediately without prejudice. If the employee has accrued sick leave time, he/she may request and be granted sick leave.
- b) He/she will remain in off-duty status or on sick leave for a period of five (5) working days in order to provide time to determine whether or not he/she will have the physical defect corrected.

- c) Not later than the end of the five-day period, he/she will notify the administrator/supervisor concerned, in writing, what action he/the plans to take.
 - d) If corrective action causes continued absence, accrued sick leave may be used. Absence beyond the time allowable as sick leave may be authorized under temporary inactive status.
 - e) Should he notify the administrator/supervisor that he is not going to take the corrective action necessary to eliminate the physical defect, his employment may be terminated without prejudice.
 - f) Prior to his return to employment, it will be necessary for him to be cleared by their personal physician. Written clearance will be submitted to the Supervisor.
 - g) If the personal physician recommends further treatment, the employee will be notified to secure treatment of the condition and to provide notification to his/her supervisor within sixty (60) days by the personal physician that the employee is under his care for the condition noted. If the supervisor does not receive this notification, the employee will be terminated.
- 4) Employees who are ill and cannot report for work shall contact their Communication Center, if possible, no later than the scheduled start of their workday, or as otherwise specified by the school or department. Failure to call and report absence will be an unexcused absence and may be cause for disciplinary action.

- 5) 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 in any fiscal year.
- 6) Sick leave may be accumulated without limit and shall be charged by actual hours used. An employee shall not be entitled to sick leave in excess of the amount accumulated to his credit. An employee will automatically be docked for any sick leave requested that exceeds the employee's available sick leave balance.
- 7) Employees who are laid off and recalled will retain sick leave that is unused at the time of layoff. Employees who transfer within the school system will retain sick leave credit. Similarly, employees who resign and are rehired will have unused sick leave restored to their credit.
- 8) An administrator/supervisor may refer an employee to their personal physician for verification of fitness.
- 9) Bargaining unit employees may have up to ten (10) days sick leave restored when approved by the School Board for personal injury or because of illness incurred in the performance of their assigned duties. All job-related accidents, injuries and illnesses shall be subject to verification. This provision shall not apply to communicable diseases, such as influenza, etc. and shall be applicable only to the year during which the accident or illness occurred.
- 10) Employees who, because of accident or illness, are unable to report for duty at the beginning of the year may utilize accumulated sick leave.

- 11) Use of Sick Leave by Family Members: Under the following guidelines district employees may authorize their spouse, child, parent or sibling who is also a district employee, to use sick leave that has accrued to the authorizing employee.
- a) The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).
 - b) Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.
 - c) Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.
 - d) The recipient and the donor must complete the appropriate form from the human resources office.
 - e) The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.
- 12) Unit employees may contribute to the Supporting Services Sick Leave Bank consistent with the guidelines and membership requirements established for the Bank.

B. INACTIVE STATUS

- 1) Extended absence without pay on temporary inactive status may be granted for health or other personal reasons, provided that:

- a) Such request is made in writing and is supported by adequate documentation.
 - b) The administrator/supervisor concurs and recommends approval.
 - c) The request is approved by the Associate Superintendent for Human Resource Services or designee.
 - d) Such request is not for a period in excess of thirty-(30) calendar days. In this connection, an extension of time may be requested by the employee and granted at the sole discretion of the Board as set forth above.
 - e) If sick leave or vacation is available, employees may elect to apply such sick leave or vacation to their leave of absence if the employee indicates that desire on PCS Form 3- 137, Request for Leave of Absence and use of the leave is applicable.
- 2) During unpaid status, no benefits or credit for experience shall accrue; however, no accumulated benefits will be lost.
 - 3) Employee participation in group insurance may continue if the employee is otherwise eligible and pays the premium in advance to the Risk Management Department.
 - 4) Employees on approved inactive status who accept employment outside of the school system may be terminated without prejudice.

- 5) Employees on approved unpaid status shall advise Human Resources Services of their correct address and home telephone number, if available, at all times.

C. MILITARY LEAVE

1. Military leave with pay may be granted an employee when the request is supported by a copy of the military orders, up to seventeen (17) days per school year to perform military service. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. An employee called to active military service shall receive full pay for the first thirty (30) days of military leave, and the remainder of such leave shall be without pay. After two years of leave, the employee must apply for reemployment within one year after date of discharge, and the school system shall have six months after application in which to reassign the employee. An employee shall not suffer loss of pay and benefits if called to active military service during periods of national emergency or wartime service that extend beyond the thirty day limit and the following provisions will apply:
 - a) If the employee's combined military salary and benefits is less than that received while working for the School Board, the Board will pay the difference in this amount in an effort to make whole any employee who must forfeit some portion of his or her salary and benefits as a School Board employee during service in the United States military.
 - b) This "hold harmless provision shall apply only during the specified period of time during which the employee is scheduled to work for the Board but required to serve on active duty as defined by his or her official military orders.

2. Regular Military Service: In time of war, any member of the bargaining unit who enlists or is drafted to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his/her completion of duty in the armed forces, he/she shall receive credit for full months completed toward the next annual appraisal. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge or release from active military duty, and the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.
3. 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.
4. 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.

D. **JURY DUTY**

Any regular employee of the school system 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.

E. **TEMPORARY DUTY ELSEWHERE**

An employee rendering services in the performance of his assigned duties is not considered on leave even though he is away from his regularly assigned work location. In such case the employee is performing other duties assigned by the Board and approved on appropriate forms. Employees on TDE shall receive their regular pay.

The FOP representative will be allowed to use Temporary Duty Elsewhere for FOP business unless the Chief of Schools Police determines the representative's presence at work is essential for operational reasons.

F. **EXTENSIONS & RENEWALS OF LEAVES**

All requests for extension or renewal of leaves shall be made, in writing, to the Chief of Schools Police or his designee.

G. **WORKER'S COMPENSATION**

The Board provides Worker's Compensation for all employees. Payment for claims filed under Worker's Compensation shall not be made in a manner which would result in double payment for any period of service or disability.

H. **FAMILY AND MEDICAL LEAVE ACT**

The parties agree to comply with the provisions of the Family and Medical Leave Act as defined in School Board Policy.

ARTICLE 19 VACATION LEAVE

- A. Vacation Leave - Regular employees who are assigned to work twelve (12) months and three (3) or more hours per day shall

accrue vacation from date of most recent hire or transfer into a twelve (12) month regular position. Vacation accrual shall not be applicable to service rendered in prior assignments which were less than twelve (12) months in duration.

- B. Probationary employees may utilize vacation time when duly approved. Temporary and substitute employees shall not accrue vacation.
- C. Unused vacation is payable to twelve (12) month employees who terminate for any reason after they have completed the probationary period.
- D. Vacations must be requested and approved in advance. Requests for specific times will be granted consistent with efficiency and priority will be given in scheduling vacation leave requests based on seniority; however, once approved by the administrator/supervisor, a junior officer's vacation will not be rescheduled in favor of a more senior officer.
- E. Twelve-month personnel assigned to schools will ordinarily schedule vacations during the summer vacation period when schools are closed.
- F. Twelve-month personnel will accrue paid vacation as follows:
 - 1) Five years or less service: one (1) paid vacation day for each month (or major fraction) worked, not to exceed 12 days per year.
 - 2) More than five years' service: one and one-fourth (1-1/4) paid vacation days for each month (or major fraction) worked, not to exceed 15 days per year.
 - 3) More than ten years' service: one and one-half (1-1/2) paid vacation days for each month (or major fraction) worked, not to exceed 18 days per year.

Employees may not accrue more than sixty-two (62) days' vacation. However, in the event an employee is not permitted to use his/her accrued vacation as a result of a decision of the administrator/ supervisor or designee, the employee shall meet with the administrator/supervisor to make appropriate arrangements for the use of the additional days. Unused vacation will be paid to date of retirement or termination, and shall normally be paid to the employee or to the employee's Bencor account within thirty (30) days of the effective date of termination from a 12-month assignment. The amount that will be paid pursuant to Florida law (Section 1012.65) when that employee terminates from the district will be a maximum of 60 days.

- G. For accounting purposes all vacation shall be credited based upon the employee's scheduled hours and shall be charged against the employee's account in minimum increments of one-quarter hour.

ARTICLE 20 HOLIDAYS

- A. During the term of this Agreement, bargaining unit employees shall be entitled to six (6) paid holidays designated by the Board within the student and personnel calendars. The determination of these holidays shall be at the sole discretion of the Board.
- B. Any employee, who is on an unpaid long term leave (a leave for more than 30 work days) 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.

- C. If a holiday falls within an employee's approved vacation, the employee will receive holiday pay and vacation shall not be charged.
- D. All holidays earned must be taken as time off or paid on the same day that it is earned.
- E. The Board agrees to involve one (1) employee selected by the FOP in the activities of the district Calendar Committee.
- F. Employees who are scheduled or are called to work on one of the six (6) designated paid holidays in the payroll calendar shall receive the holiday pay, if eligible, and the applicable rate for hours worked to be paid at time and one-half for all hours worked regardless of the number of hours worked during the week the holiday fell. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.

ARTICLE 21 HOURS OF WORK AND OVERTIME

- A. Base rate shall be defined as the employee's un-equalized hourly rate of pay exclusive of any applicable bonus or adjustment.
- B. The workweek begins Saturday 12:01 a.m. This provision shall be intended to merely define the standard workweek and shall not be construed to be a guarantee of any number of hours pay or work per day, per week or per payroll period.
- C. Holiday pay shall not be considered in the computation of overtime when applicable.
- D. Overtime pay for unit employees shall be defined as those hours worked beyond a forty (40) hour workweek using only

actual hours worked and shall be paid in accordance with Article 22, section L.

- E. Employees who perform authorized work on a paid holiday shall receive their regular holiday pay plus the applicable rate of pay for any hours worked.
- F. The Board, through the Superintendent and subordinate levels of supervision, shall have the right to require overtime and to revise work schedules when necessary. The work schedule for an individual employee will not be changed for the sole purpose of avoiding overtime.
- G. Management shall have the right to adjust shift hours and starting times when schools are not in session or when special circumstances dictate.
- H. An employee who reports for work at the regularly scheduled time shall receive two (2) hours' work at the applicable rate or two (2) hours' pay at his/her straight-time hourly rate unless:
 - 1) The employee leaves earlier of his/her own accord
 - 2) The employee is suspended or excused
 - 3) Work is not available for such reasons as acts of God, fire, flood, power failure, hurricane, explosion, strike or civil disturbance.

The supervisor will make every effort to provide work for employees who are called to report for work. This may necessitate assignment outside of normal job duties, and such instances shall not be subject to the grievance procedure.

- I. Employees who are called to report for work at times other than their regular hours of work shall receive the applicable rate for all hours worked, but in no event less than two (2) hours at the

applicable rate or the inconvenience. This shall not apply if the employee leaves sooner of his/her own volition.

- J. All overtime will be specifically authorized in advance by the administrator/ supervisor.
- K. Officers will report available for duty on the vehicle radio. Paid time for officers will begin when called to respond to an emergency and he/she shall receive the applicable rate.
- L. Distribution of Overtime
 - 1) Department management will make every effort to equalize distribution of overtime.
 - 2) Overtime assignments will be offered to employees on a rotating basis. Declined overtime will be considered as worked.
 - 3) The Board and the FOP acknowledge the following exceptions:
 - a) Emergency situations may require immediate assignment regardless of who is next up on the basis of rotation.
 - b) Requests for assignment to meet specific job requirement(s).
 - 4) Although imbalance in the equitable distribution may occur for the above reasons, nothing in this Section is intended to be construed as alleviating the overall goal of overtime being distributed equitably insofar as possible.

ARTICLE 22 SALARIES AND SALARY SCHEDULES

A. SALARY SCHEDULE

1. The salary schedule is reflected in appendix A of this agreement.

B. Certificates of Distinction

1. Compensation received for completion of Certificate of Distinction I. shall be \$275.
2. Compensation received for employees who have completed all three strands of the requirements for Certificate of Distinction shall be \$300.

1. EFFECTIVE DATE

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

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

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

2. PLACEMENT ON SALARY SCHEDULE

- a. A newly-hired individual may be placed on the applicable salary schedule as follows:
 - 1) At the lowest 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 compatible work experience, an additional Level for each five years of comparable experience may be granted. When salary credit is granted for outside experience, it is the supervisor's responsibility in conjunction with Human Resources to review the salaries of current incumbents of the same job within the department to ascertain the impact on internal equity. The specific related experience must be indicated when applying for the job. After the job offer has been made, the related experience submitted may not be altered.

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

3. PROCEDURES FOR SALARY INCREASES

- a. ***Movement Within the Salary Structure (Incremental):*** Each year a portion of the total salary increase may be designated for movement within the salary schedule. Each employee eligible for this increase will move to the next higher pay Level if funds are designated for this purpose. In order to be eligible for this incremental increase, an employee must have been hired on or before February 1 and must be in an active pay status or on an approved

leave of absence at the time the annual increases are approved by the Board.

- b. ***Cost of Living (COLA) Increase {Structural}***: Each year a portion or all of the total salary increase may be designated for a COLA increase. A COLA increase (whether a flat amount or a percentage increase), will be applied equally throughout the salary schedule.
- c. ***Part-Time Regular Employees***: Employees hired on or before February 1 and in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board shall be eligible for increases at the same hourly rate as full time employees.
- d. ***Retroactive Pay***: 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.

4. 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:
 - i. If the new position is one Pay Grade higher, the employee shall be placed at the same pay Level at the higher Pay Grade;
 - ii. 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 15% increase.

- b. ***In-Grade or Lateral Adjustments:*** When an employee is transferred to a position within the same Pay Grade, the employee will be paid at the Pay Grade and Level of the prior position.
- c. ***Temporary Assignment to a Higher 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.

5. RECLASSIFICATIONS

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

6. PROCEDURES FOR DOWNGRADE

- a. When any employee is moved to a lower Pay Grade, the following procedures shall apply:
 - i. If the new position is one Pay Grade lower, the employee shall be placed at the same pay Level at the lower Pay Grade;
 - ii. 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 15% decrease, but in no case will they be paid more than Level O.

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

7. TERMINATION AND REINSTATEMENT

- a. An employee who terminates employment and is rehired within one (1) year in the same job classification may receive the previous rate of pay. In all other instances the procedures for regular employment shall apply.
- b. An employee who transfers from a substitute or temporary position into a regular position who has previously held a regular position, will be restored to the pay rate previously held and receive any adjustments per the current salary language.

8. OVERTIME ELIGIBILITY

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

- a. ***Work on Holidays:*** Non-exempt employees required to work on paid holidays shall be compensated at a rate of one and one-half (1-1/2) times their base rate of pay for all hours worked in addition to their straight-time holiday pay. Non-exempt employees required to work on unpaid holidays shall be compensated at their straight time base rate of pay for all hours worked up to and including forty (40) in one week.
- b. ***Two or More Jobs at Different Rates of Pay:*** A non-exempt employee who works over forty (40) hours in a work week with two (2) or more jobs at different rates of pay will receive the overtime rate of pay in

accordance with applicable Fair Labor Standards Act (FLSA) regulations.

c. ***Compensatory Time:***

- 1) Compensatory time is defined as time required by management beyond an employee's normally scheduled hours to accomplish a specific task or to provide supervision under specified conditions. A non-exempt employee will be eligible for compensatory time off for hours worked in excess of the assigned workweek as approved in advance by his/her director/supervisor. Compensatory time may be offered in lieu of overtime especially where overtime pay is not available due to financial restrictions. In this regard, it shall be the employee's choice to work offered overtime or additional hours beyond his/her regular shift for compensatory time as an alternative to overtime pay. The employee and the supervisor must mutually agree to how the time is to be earned and used within a twelve month prescribed time frame.
- 2) Hours worked over the normal workweek schedule up to and including forty (40) hours will be taken on an "hour-for-hour" basis. Hours worked over forty (40) hours in a workweek must be taken at one and one-half (1-1/2) hours for each hour of overtime worked.
- 3) Management approved compensatory time will be part of the payroll reporting process. Employees are responsible for providing written documentation of compensatory time approved by the appropriate administrator to the person responsible for departmental payroll

administration. Compensatory time will be tracked using the TERMS system unless the compensatory time is earned and used within a single pay period.

- 4) Employees who have requested the use of approved 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 one (1) year 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 one (1) year will be paid.
- 6) Employees can accrue up to 480 hours of compensatory time (320 hours of overtime work). Any work performed over the 480 hours maximum must be paid overtime compensation.

9. FACILITY LEASE HOURS

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

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

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

10. **SHIFT DIFFERENTIAL (Non-exempt)**

Any full-time or part-time non-exempt employee whose regularly assigned shift ends at 7 p.m. or after shall receive a shift differential of fifty cents (\$.50) per hour for all hours worked. Any full-time or part-time non-exempt employee whose regularly assigned shift begins on or after 10 p.m. but before 5 a.m. shall receive a shift differential of sixty cents (\$.60) per hour for all hours worked. 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.

11. **CALL-BACK AND CALL-IN PROCEDURES (Excluding Administrative)**

- a. An employee who is called to report for work at times other than the regularly scheduled hours shall receive the applicable rate of pay, or compensatory time, for all time worked. In no event will the employee receive less than two (2) hours straight time pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.
- b. An employee who reports for work at the regularly scheduled time shall receive a minimum of two (2) hours work at the applicable rate of pay, or two (2) hours pay at the straight-time hourly base rate unless:
 - The employee leaves earlier based on their own decision

- The employee is suspended or dismissed
- Work is not available for reasons such as fire, flood, power failure, hurricane, tornado, explosion, strike, or civil disturbance

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

ARTICLE 23 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 increase for the duration of this agreement. Individual amounts will vary based on the plan selected.

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

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

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

D. Enrollment

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

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

- E. Changes in Coverage - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed Enrollment & Change Form and supporting documentation must be received by Risk Management within 30 days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.
- F. Termination of Coverage - Insurance coverage ends the last day of the month in which an employee no longer meets eligibility requirements, retires, terminates employment or fails to pay the required premiums when due.
- G. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one times annual salary rounded up to the next one thousand dollars with a minimum amount of \$15,000.
- H. Board Contribution - Recognizing the importance of stabilizing the health insurance rates and expanding the number of persons participating in the group health insurance programs, the parties agree to continue a plan of variable Board contributions and to minimize the adverse impact of annual health insurance premium increases.

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

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

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

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the district's administrative procedures governing its Flex plan. The maximum amount that the district will contribute annually to the HCRA is \$500. Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of \$5.00 per pay has been established. Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option.

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

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary. Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides.

- J. 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) or more years of service and elects to receive a state retirement check is eligible to participate in the retiree insurance program. An employee who retires under the FRS investment plan with eight (8) years of service and is at least fifty-nine and one half (59 ½) years of age or has completed 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. Employees, 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 & 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 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 24 ON THE JOB INJURIES

- A. Employees who are incapacitated due to injury while on the job shall be entitled to benefits under the Worker's Compensation laws for the State of Florida.
- B. Employees, when absent from work due to a compensable injury, may elect to utilize unused sick leave first and then accumulated vacation time, if so desired, to make up the difference between Worker's Compensation indemnity payments and their regular biweekly wage. Once an employee receives a return to work notice from the authorized treating physician and fails to attend three (3) employment interviews, the Board will no longer permit the employee to use accumulated sick leave or vacation time to supplement the Worker's Compensation indemnity benefits.

- C. While absent from duty due to an injury on the job and receiving Worker's Compensation benefits, the sick leave and vacation accruals shall continue as long as sick leave pay or vacation pay is being received by the employee.
- D. Employees who use all of their accrued sick leave and vacation time may apply for inactive status provided that:
 - 1) The employee furnishes a doctor's note which indicates the employee is unable to work.
 - 2) The employee will be terminated without prejudice if he/she does not return to full duty within twelve (12) months of the first day of disability.
- E. The Board will make every reasonable effort to place an employee who is released for work in his/her previous job classification and job/ work location. Officers who have been placed on restricted or light duty may be assigned solely at the discretion of the Chief of Police. Assignment to a restricted or light duty assignment shall in no way create any future assignment expectations and any such accommodation shall not be subject to the grievance procedure. If an opening in the employee's former job classification is not available, the employee will be placed in an available position that the employee is qualified to perform. Any reduction in wage earning ability attributed to the industrial injury will entitle the employee to receive temporary partial wage-loss benefits or wage-loss benefits as stated in the Florida Worker's Compensation law. The employee shall be entitled to any increases in pay that may be negotiated during the term of disability and/or by working in a lower rated job.

ARTICLE 25 TERMINAL PAY

- A. 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%

ARTICLE 26 SAVINGS CLAUSE

- A. The Board and the FOP agree that for the duration of this labor Agreement each will abide by all laws and statutes of the United States Government, the laws and statutes of the state of Florida and the Rules and Regulations of the Public Employees Relations Commission.
- B. If any article or section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing

or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

- C. In the event of invalidation of any article or section, both the Board and the FOP agree to meet within thirty-{30} days of such determination for the purpose of negotiating a replacement for such article or section.

ARTICLE 27 ENTIRE AGREEMENT

- A. The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunities are set forth in this Agreement.
- B. No member employed within the bargaining unit shall, as a result of omission or oversight in the preparation of this Agreement, suffer a reduction in pay or lose experience credit previously granted, or to be otherwise deprived of any economic advantage enjoyed during employment.

ARTICLE 28 DURATION AND BARGAINING PROCEDURES

This Agreement shall become effective on the date that it is approved by the School Board after ratification by FOP and shall continue in full force and effect until the 30th day of June, 2024, unless amended as herein provided.

- A. Negotiations concerning Salaries and Insurance Benefits (Articles 22 and 23), shall be reopened annually and such other articles as are mutually agreed upon.
- B. Should either party desire to terminate, change or modify this agreement, it shall notify the other party during the month of March in the calendar year in which this Agreement expires.
- C. In the event such notice is given, negotiations for a follow-up labor Agreement shall begin not later than April 1 in the calendar year in which this Agreement expires or on a date agreed upon by both parties.
- D. Two subcommittees, Employee Well Being and Satisfaction, and Employee Education and Training, in addition to the Bargaining Leadership Team will meet as needed for the purpose of reviewing the administration of the Agreement and to resolve problems that might arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- E. Employee Well-Being & Satisfaction Committee - The parties agree to convene as needed, the Employee Well-Being & Satisfaction Committee composed of representatives of the administration, instructional, and supporting services personnel. The committee shall be charged with reviewing the present group insurance programs and examining possible alternatives for future consideration.
- F. The Collaborative Bargaining Team's mission to continually refine a process to identify and meet the needs of educational stakeholders using a collaborative approach to attain common goals through continual improvement provides the foundation and direction by which the sub committees function. The Bargaining Leadership Team supports the bargaining process

by clarifying expectations, coordinating recommendations, and ensuring the availability and utilization of information systems. Dates of bargaining sessions shall be established so as to expeditiously promote the achievement of agreement. Both Parties shall endeavor to minimize the possibility of impasse. The Board agrees that, acting in good faith, it will not attempt to control the bargaining process through the premature adoption of a budget. Nevertheless, the parties understand that bargaining should not restrict the Board from its statutory obligation to prepare and submit a budget.

APPENDIX A

JOB CODE	JOB TITLE	PAY GRADE	
6706	INVESTIGATIONS CLERK	D	09
6705	POLICE OFFICER	D	12
6475	POLICE DISPATCHER	D	11
6477	POLICE SERGEANT	D	14
6476	SENIOR POLICE DESPATCHER	D	12



NON-EXEMPT SALARY SCHEDULE "D"
2022/2023 School Year
SUPPORT STAFF HOURLY RATES*

Pay Grade	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	15.0000	15.0000	15.0000	15.0000	15.0000	15.0000	15.2272	15.7213	16.2272	16.7568	17.2982	17.8630	18.4396	19.0398
6	15.0000	15.0000	15.0000	15.0000	15.2152	15.7094	16.2156	16.7452	17.2863	17.8511	18.4278	19.0278	19.6518	20.2871	20.9460
7	15.0000	15.2036	15.6979	16.2038	16.7332	17.2746	17.8395	18.4160	19.0162	19.6399	20.2754	20.9342	21.6167	22.3227	23.0523
8	16.3568	16.7332	17.2746	17.8395	18.4160	19.0162	19.6399	20.2754	20.9342	21.6167	22.3227	23.0523	23.8056	24.5822	25.3824
9	17.9806	18.3925	18.9927	19.6045	20.2400	20.8990	21.5815	22.2875	23.0171	23.7701	24.5468	25.3470	26.1707	27.0181	27.9005
10	19.7928	20.2400	20.8990	21.5815	22.2875	23.0171	23.7701	24.5468	25.3470	26.1707	27.0181	27.9005	28.8067	29.7479	30.7131
11	21.7580	22.2640	22.9818	23.7231	24.4998	25.3001	26.1237	26.9710	27.8417	28.7479	29.6776	30.6424	31.6426	32.6664	33.7254
12	23.9350	24.4762	25.2765	26.1002	26.9474	27.8182	28.7244	29.6540	30.6189	31.6190	32.6429	33.7019	34.7963	35.9259	37.0910
13	26.3238	26.9357	27.8066	28.7125	29.6420	30.6072	31.6072	32.6311	33.6902	34.7846	35.9143	37.0792	38.2795	39.5268	40.8094
14	28.9478	29.6186	30.5835	31.5721	32.5958	33.6549	34.7492	35.8789	37.0439	38.2442	39.4916	40.7742	42.1040	43.4690	44.8811

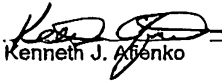
Rev 10/3/22

With rounding to 4 decimal places

9/27/22 Board Approved

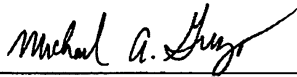
IN WITNESS WHEREOF, the following Ratification by FOP on September 14,
2021 and approved by the BOARD on September 28, 2021, the
parties hereto have caused this Agreement to be signed and attested by their
respective representatives.

PINELLAS LODGE NO. 43,
FRATERNAL ORDER OF POLICE


Kenneth J. Afenka

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA


Carol J. Cook, Chairperson


Michael A. Grego, Ed.D.
Superintendent

Notes

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