**USEP-PCSB Mutual Proposal September 9, 2020**

**IMPLEMENTATION OF 245 EMPLOYEES**

**Counterproposal**

**ARTICLE VII WORKING CONDITIONS**

**SECTION M - Teacher Work Year**

1. Theteacher work year shall be one hundred ninety-six (196) days. Six (6) of these days shall be paid holidays, making the teachers' work calendar 196 days including paid holidays.
2. At the Board's discretion, contracts beyond 196 days may be issued and, in such cases, the additional days are paid at the daily rate established by the teacher's placement on salary schedule #55 and #55A. This provision does not apply to Summer School, rates for which are fixed by Addendum A of this Agreement.
3. ~~Beginning July 1, 2020, there shall be 245-day E-School teachers who shall be year-round employees. Teachers hired in these positions shall earn additional sick days in the same manner as all other 245 employees. The salaries of a 245-day year-round employee shall be determined in the same manner as described in #2 above and these positions shall accrue and use vacation leave as described in Article VIII: Section B: 4; as well as all other applicable sections with respect to vacation leave.~~
4. 4. Juvenile Justice Programs –

**SECTION Y – Job Sharing**

 Job sharing is the employment of two (2) teachers performing the duties and responsibilities of one (1) classroom teaching position. Job sharing is not designed to be permanent part-time employment or to provide opportunity for teachers to work for another employer.

 Two (2) teachers who wish to share one (1) position must first request and obtain the approval of their principal. Upon approval of the principal, the request for job sharing must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval. Upon mutual agreement, exceptions to the April 1st deadline may be considered if extenuating circumstances warrant. If approved, two (2) teachers may participate in the job-sharing program for the next school year. Upon approval of the principal, the two (2) teachers may request to extend job sharing for additional years to a maximum of five (5) years. Each year, requests for extensions must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval. Job sharing will be approved in one-year periods.

 Reasons for a teacher requesting to job share may include the following:

1. – e no changes

 Teachers approved for job sharing must agree to the following conditions of employment:

 a. Each teacher must work four (4) hours per day. The schedule of duties and assignments shall be made by the principal. Any changes must be approved by the principal.

 b. Each teacher shall be entitled to four (4) one-half (1/2) days of sick leave as of the first day of the school year and thereafter earn one-half (1/2) day of sick leave for each month of employment for a total of five (5) days during the 196-day contract. Each teacher shall be allowed up to six (6) one-half (1/2) days of personal leave each year.

 c. Each teacher in a vacation earning position shall earn vacation according to Article VIII; Section B: 4

 ~~c.~~ d. Each teacher shall receive the appropriate contributions for the Florida Retirement System and social security.

**ARTICLE VIII -- LEAVES OF ABSENCE**

**Section B – Paid Leaves**

 **1. Sick Leave**

 a-d. SAME

 e. Sick leave accumulated by a teacher prior to an approved leave of absence shall be credited to the teacher upon return. Teachers are required to use all paid leaves before being permitted to commence unpaid sick leave. 245-day vacation earning teachers may elect to use vacation days before taking unpaid Sick Leave.

 f-h Same

 i. Transfer of Sick Leave to Family Member

 1. Effective July 1, 2001, an employee may transfer a minimum of 1/2 day of his/her accrued sick leave to his/her spouse, child, parent, or sibling who is also employed by the district, providing the recipient:

 a. is absent for a qualifying reason as stated above in item g); and

 b. has used all pof his/her accumulated sick leave and vacation leave.

 j. Same

**4. Vacation Leave**

 a. Teachers upon initial placement in a twelve (12) month position shall earn Vacation Leave at the following rate:

# Proportion of Days of Leave Earned

|  |  |
| --- | --- |
| **Continuous Service**Up through five (5) years | **During Pay Period (Biweekly)**.5 |
| Six (6) through ten (10) years | .625 |
| Over ten (10) years | .7 |

1. Continuous service shall be construed as employment with one (1) or more Florida state agencies without a break in service.
2. Authorized leaves of absence shall be considered continuous service.
3. A teacher shall not earn vacation time while on an approved leave without pay nor shall the time on such leave be credited toward years of experience.
4. A Florida state agency employee who terminates employment at any time other than the end of his/her work year will be considered as having a break in service unless employed by another Florida state agency within ten (10) days.
	1. Consecutive employment in less than twelve (12) month positions will constitute continuous service.
	2. A teacher who terminates employment will receive a final payment of accrued Vacation Leave based on hourly rate on the date of termination.
	3. Teacher who transfers from a vacation-earning position to a non-vacation-earning position must use accrued vacation time within the work year if the transfer is effective at the beginning of a work year or by the end of the next work year if the transfer is effective during a work year. If vacation time is not taken within these time limits, it will be forfeited.
	4. Teachers shall be permitted to carry forward beyond July 31st of each year, sixty (60) days of accrued Vacation Leave.
	5. As per Florida Statute 1012.65, terminal pay for accrued vacation leave may not exceed a maximum of sixty

(60) days.

* 1. Employees who retire under the Florida Retirement System (FRS) with full or reduced benefits as provided by law and who receive a lump-sum payment of accrued vacation leave earned in accordance with Article VIII, Section B-4 and who meet the participation requirements provided in Article X, Section G,1, of this Agreement, shall have said lump-sum payment of accrued vacation leave paid into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits and subject to the same fund withdrawal penalty reimbursement as provided in Article X, Section G,1, of the Agreement.
	2. A teacher will not be approved to take more than one week of consecutive days of vacation while assigned to students, and no more than two weeks in a semester (fall/spring/summer).

 **5. Judicial Leave**

 a. A teacher absent from work shall be paid his/her regular salary by the Board provided:

1. he/she has been served a summons and required to report to jury duty;

 2. he/she has been issued a subpoena by an authorized agency and required to appear within the state of Florida; or

 3. he/she has been issued a subpoena by an authorized agency of the federal government and required to appear.

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

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

 This section is not applicable when the teacher is a primary party to legal action unrelated to his/her employment.

5 – 8 renumbered 6 - 9

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For the Union Date

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For the Board Date