

## **Mutual Proposal**

### **Article VII Working Conditions**

**July 10, 2023**

#### **SECTION A – N same**

#### **SECTION O – School Related Person of the Year**

- ~~1. The Union shall conduct the School Related Person of the Year selection process using rules devised for that purpose by the Union.~~
- ~~2. SRP who are serving as chairpersons of the worksite School Related Person of the Year Committee shall be granted release time once each year to attend a meeting for orientation purposes. The release time shall include appropriate travel time and SRP shall return to their respective worksites immediately following the meeting if time allows. Worksite chairpersons who are Bus Drivers, Relief Bus Drivers, Transportation Assistants, or Alternative School Bus Drivers/Paraprofessionals will only be granted such release time if their duties can be covered using personnel who normally cover such duties. The worksite supervisor's decision as to whether SRP in these positions can be released will be final. In addition, the Board shall grant up to three (3) days of release time for up to five (5) SRP serving on the District SRP of the Year Selection Committee. All other meetings related to selection of School Related Person of the Year shall be held outside normal working hours of the SRP involved.~~
- ~~3. The Board shall recognize the SRP selected as Worksite School Related Persons of the Year and the SRP selected as the District School Related Person of the Year.~~

#### **SECTION QP - Charter Schools**

As soon as the Board is aware that an existing school is considering converting to a charter school or the Board is considering the construction of a new facility for the purpose of establishing a charter school or an application is made to the Board to establish a charter school, the Union will be informed in order to negotiate the impact, if any, on the SRP bargaining unit members.

#### **SECTION PQ - Tobacco Free Policy**

1. Smoking and the use of all tobacco products are prohibited by law inside all School Board facilities and in all "common areas" as defined in the Florida Clean Indoor Air Act to be "any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room..."
2. The current practice whereby the worksite administrator designates employee outdoor smoking area(s) that are shielded from student view and are located away from regularly used student activity areas on existing School Board grounds shall continue, except under the following conditions until July 1, 2016:
  - a. Effective July 1, 1996, all future newly acquired worksites, including all School Board real and personal property located on those sites, shall be designated as smoke and tobacco free. No employee at these sites shall use any tobacco product in the building(s) or on any outside grounds. This includes the use of such tobacco products in motor vehicles with the exception of those vehicles entering or exiting the worksite(s).
  - b. Any school or worksite that is rebuilt or remodeled shall be designated as smoke and tobacco free regardless of when the property was acquired.
  - c. Until tobacco use is prohibited, effective July 1, 2016, all employees assigned to any School Board facility which is not smoke and tobacco free shall be surveyed once each year if requested by any employee at the facility. Such request shall be made in writing by September 30 to the Director of Employee Relations, with a copy provided to the President of the Union. The intent of the survey is that, as all employees at any such facility declare that they are non-tobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.
3. Until tobacco use is prohibited effective July 1, 2016, when a SRP who is a tobacco user and who is on the recall list is offered a position at a smoke and tobacco free site, he/she shall have the right to turn down the position and

shall retain his/her current place on the recall list. If the SRP who is a tobacco user turns down a position at a smoke and tobacco free site and gives being a tobacco user as the reason for turning down the position, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other smoke and tobacco free sites.

4. Effective July 1, 2016, all school grounds, campuses, property, and all Board vehicles, including golf carts and school buses, whether owned or leased by the Board, shall be tobacco free at all times. This includes the use of such tobacco products in motor vehicles with the exception of those moving vehicles entering or exiting the work site(s).
5. For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco and the possession of papers used to roll cigarettes. The "use of tobacco" shall also include the use of electronic, vapor, look alike, clove, or any other substitute forms of cigarettes or any smoking devices.
6. The district shall continue to promote smoking cessation through its Health and Wellness Centers and/or other local health agencies that may offer similar programs.

#### **SECTION QR - Relief Bus Drivers**

1. In an effort to provide an adequate number of Bus Drivers, the position of "Relief Bus Driver" has been established. It is the intent of the Board to fill vacancies in this position from within the ranks of Bus Drivers currently employed with the district and to use Relief Bus Drivers as described in the approved job description.
  - a. Relief Bus Driver hourly rate will be based on a forty (40) hour week using the salary schedule for Bus Drivers (SRP 19). Overtime, if any, will be kept to a minimum. However, any Relief Bus Driver who is called to work shall be paid for a minimum of two (2) hours.
  - b. Advertising for Relief Bus Driver positions will be conducted "in-house." Should this not result in filling all available Relief Bus Driver positions, advertising will be conducted to attract applicants from outside of the Transportation Department.
  - c. A regular Bus Driver who moves to a Relief Bus Driver position will retain seniority as a Bus Driver. Such seniority will be retained for purposes of layoff/recall, route bidding on an open position, and route selection if the Relief Bus Driver reenters the selection process prior to the start of the school year. A single seniority list will be kept for the group comprised of Bus Drivers and Relief Bus Drivers for these purposes.
  - d. Relief Bus Drivers will be allowed to reenter the selection process prior to the start of the school year in order to bid for a regular route, according to the procedures as established in the SRP Master Contract, Article VIII, Section A, paragraph 10. A Relief Bus Driver who wishes to reenter the selection process in this manner must apply in writing to the Director of Transportation on or before the last day of the Relief Bus Driver's regular work year preceding the start of a new school year.
  - e. Relief Bus Drivers will be allowed to bid on open routes. However, the Relief Bus Driver may be required to remain in the Relief Bus Driver position until his/her replacement is hired.
  - f. Relief Bus Drivers will be afforded the same rights to bid on Summer School routes as are Bus Drivers.
  - g. Relief Bus Drivers can choose to be in the field trip rotation. However, the Relief Bus Driver recognizes that because of the requirement to keep overtime to a minimum, the opportunity for field trip assignments is diminished.
  - h. Relief Bus Drivers may be used as coaches or to assist in training of new drivers. Relief Bus Drivers will not be used in a supervisory capacity.

#### **SECTION RS - School Advisory Councils**

1. The composition of and procedures for SRP, education support employees, membership on School Advisory Councils (SACs) shall be in accordance with guidelines provided by ~~in the district manual "Pasco County District School Advisory Councils."~~
2. According to the provisions of Florida Statute 1001.452(1)(a), education support employee means any person employed by a school who is not defined as instructional or administrative personnel and whose duties require twenty (20) or more hours in a normal working week.
3. Upon the Union President's request, the Superintendent and/or his/her designee shall meet with the Union President on mutually agreeable date(s) and time(s) for the purpose of facilitating the communication of information regarding school accountability and improvement.

#### **SECTION ST - Miscellaneous**

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

working conditions that protect and promote their safety and health. The professional welfare of SRP shall also be of concern to the Board to the extent such concern is consistent with the Board's primary organizational objectives.

- a. Within the context of an appropriate setting, SRP shall be encouraged to provide input and suggestions in matters pertaining to their job duties. The Board shall consider input and suggestions by SRP and provide feedback. Further, the Board will make an effort to ensure SRP have access to district communications through the district's network.
  - b. Insofar as SRP are involved in disciplinary matters concerning students, administrators shall support SRP in disciplinary matters in a manner consistent with the facts of each incident, the disciplinary record of the student involved, the provisions of the Code of Student Conduct, and any other factors which have a bearing on the matter under consideration.
  - c. When implementing programmatic change, the Board shall make a conscientious effort to provide an explanation of the change to affected SRP. Furthermore, the Board shall consider SRP who are impacted by or expected to implement programmatic change when developing and providing applicable staff development training opportunities.
  - d. When programmatic change will result in the elimination of SRP positions, the Board shall provide an explanation of the change to the Union and affected SRP as soon as reasonably possible. In such instances, the Board shall meet with the Union to discuss the impact of such changes and any assistance that may be available to the affected SRP.
2. No SRP shall be required to attend staff meetings, parent-SRP conferences or other work related activities during his/her off duty time without additional compensation.
  3. All SRP assigned to work at more than one (1) worksite shall have one (1) worksite designated as a home-base worksite. Such SRP shall receive their salary warrants at the home-base worksite.
  4. All SRP assigned to work at more than one worksite on the same day shall be reimbursed for all mileage between the home-base worksite and other assigned worksites at the rate established for the payment of mileage. Travel time, as assigned, between worksites shall not be construed as lunchtime.
  5. No SRP shall be required, as a condition of employment, to participate in commercial solicitation regarding noninstructional materials.
  6. A SRP who works at a worksite on double session or extended-day schedule shall receive full pay for a full day worked.
  7. Following appointment by the Board, the SRP will be provided with the following: (a) duty hours and work assignment, (b) copy of data sheet which will contain information on salary schedule number, step placement, and pay rate, (c) copy of Education Supplemental Pay Plan, and (d) opportunity for orientation to work area.
  8. Normally, SRP shall not be required by the worksite supervisor or designee to transport student(s) or equipment in his/her vehicle. However, at times the health or safety of a student may require that a SRP provide transportation for a student. In that event, the Board shall reimburse the SRP at the authorized rate for mileage and shall maintain excess insurance coverage for such activities. Also, equipment required to perform the duties of a position shall be exempt from provisions of this section.
  9. No SRP shall be required to present evidence of health, including but not limited to health certificates and tuberculosis skin test results, as a condition of continued employment except as provided in Florida Statutes, State Board of Education rules, and applicable Department of Education rules and regulations. The Board shall pay for all physical examinations required by law if they are performed by physicians approved by the Board for this purpose. It shall be understood that pre-employment physical examinations shall not be paid for by the Board. After extended personal illness of ten (10) or more successive days, a SRP may be required to present a doctor's statement testifying to the fitness of the SRP to resume the duties of the position held.
  10. Any SRP who resigns from his/her position prior to the end of his/her normal work year shall be released from employment by the Board without prejudice provided that said SRP has given notice of such intent at least ten (10) calendar days prior to the termination date.
  11. Upon request, a SRP shall receive a courtesy pass for regular season district athletic events which will admit him/her free of charge.
  12. The regular appointment date as a Transportation Assistant shall be used to determine the order for route selection.
  13. The substitute or regular appointment date (whichever is earlier) as a Bus Driver shall be used to determine the order for route selection.
  14. At the end of their first year, SRP who volunteered to work at an alternative school for disruptive students shall

have the right to return to their previous worksite position. If a SRP wishes to exercise this right, he/she must notify his/her current and previous worksite supervisors and the district Human Resources Department in writing of his/her intentions prior to April 1. Failure to make this notification will bar relief through the grievance process in the event another person has been appointed to the previous worksite position for the next school year.

15. Administration of Medications and Medical Procedures

a. **Medications and Routine Medical Procedures** - SRP (other than Health Assistants, Senior Child Care Assistants, or LPNs) shall not administer medication or perform routine medical procedures as part of their daily work responsibilities, unless the SRP has volunteered and has been authorized by the worksite or district/program supervisor. The SRP who administers medication or performs routine medical procedures shall receive training by a licensed practical nurse, a registered nurse, a licensed physician or a licensed physician assistant. Such training shall be provided by the Board during the SRP's work hours.

b. **Performance of Invasive Medical Procedures.** LPNs shall perform invasive medical procedures as part of their daily work responsibilities. Non-medical SRP are prohibited from performing invasive medical procedures.

Personnel other than LPNs shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. These procedures (invasive medical services) include, but are not limited to:

1. sterile catheterization,
2. nasogastric tube feeding, or
3. cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.

SRP (other than Health Assistants, Senior Child Care Assistants, or LPNs) shall not perform health-related services as part of their daily work responsibilities, unless the SRP has volunteered, has been authorized by the worksite or district/program supervisor, and has successfully completed child-specific training by a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant. All procedures shall be monitored periodically by the nurse. Those procedures include, but are not limited to:

1. clean intermittent catheterization,
2. gastrostomy tube feeding,
3. monitoring blood glucose or
4. administering emergency injectable medication.

For all other invasive medical services not listed above, a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant shall determine if non-medical school personnel shall be allowed to perform such service.

16. Any SRP whose duties include the supervision or transportation of an ESE staffed student or a student with a medical condition which may require special attention shall be notified as soon as possible of the placement of such student under the SRP's supervision. Within thirty (30) days of such notification, pertinent instruction/information regarding such students shall be available to the SRP.

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

## **SECTION TU – JOB SHARING**

The Board and the Union recognize the need to allow increased flexibility in finding and successfully completing college courses, as well as maintaining a family focus. The district shall provide a job sharing program as follows:

Job sharing is the employment of two (2) SRP performing the duties and responsibilities of one individual. Job sharing is not designed to be permanent part-time employment or to provide opportunity for individuals to work for another employer.

Two (2) benefit earning SRP who wish to share one position must first request and obtain the approval of their principal/supervisor. Upon approval of the principal/supervisor, the request for job sharing must be sent to the Director of Employee Relations and the President of USEP by April 1 for approval. If approved, two (2) SRP may participate in the job sharing program for the next school year. Upon approval of the principal, the two (2) SRP 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 1 for approval. Job sharing will be approved in one-year periods.

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

- a. Childcare.
- b. Medical condition of the SRP or immediate family member. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.
- c. Advanced study leading toward a higher degree.
- d. College work leading toward certification in education.
- e. Other stated reasons.

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

- a. Each SRP must work one-half (1/2) day of the benefit earning position. The schedule of duties and assignments shall be made by the principal/supervisor. Any changes must be approved by the principal/supervisor.
- b. Each SRP shall be credited with four (4) one-half (1/2) days of Sick Leave in proportion with the hours of the position, at the end of the first month of employment each year and shall earn one-half (1/2) day of Sick Leave each month thereafter. Sick Leave will be credited each pay period until the yearly allotment is reached. Each SRP shall be allowed up to six (6) one-half (1/2) days of personal leave. Such leave will not be cumulative and shall be deducted from accrued sick leave when used.
- c. Each SRP in a vacation earning position shall earn vacation according to Article VIII, Section B-5.
- d. Each SRP shall receive the appropriate contributions for the Florida Retirement System and social security.
- e. Each SRP will be paid as shown on the appropriate salary schedule.
- f. For the purposes of seniority and credit on the salary schedule, assignments for each SRP will constitute more than one-half of the school year thus entitling each SRP to one year of service.
- g. One SRP will receive full benefits, health, and flexible benefits, as provided by the district. The other SRP will sign a waiver of such benefits.
- h. Should one of the two SRP job sharing have to vacate his/her position during the year due to unavoidable circumstances, the remaining SRP will assume that position. However, in cases where a replacement for the vacating job sharing SRP can be found who is approved by the principal/supervisor, the Director of Employee Relations, and the President of USEP, the position may continue as a job sharing position.
- i. Upon return from an approved job sharing position of no more than one (1) year, a SRP shall be placed in the same position held upon applying for said job sharing position if such position exists. Any SRP who is hired for the purpose of replacing an individual who is job sharing will be notified upon employment that employment is for the period of the job share and will sign a condition of employment letter which states that they will be terminated at the end of the period. In the event the SRP does not return from his/her job sharing position or extends the job sharing agreement beyond one (1) year, the person occupying the position shall continue in the position.
- j. If a job share is extended beyond one (1) year, upon completion of the job share one (1) of the two (2) SRP will be laid off in accordance with Article VII, Section D, of the SRP Master Contract.
- k. Other working conditions and benefits as stipulated in the SRP Master Contract may not be applicable and subject to waiver based upon the needs of the students, school, or position. Such waivers shall be agreed to by the Director of Employee Relations and the President of USEP.

#### **SECTION ~~UV~~ – MONITORING OF PRE-K STUDENTS ON BUSES**

Beginning with the 2003-2004 school year all district prekindergarten students transported on district school buses will be transported in a specified Child Safety Restraint System and each bus transporting prekindergarten students will have a monitor on the bus.

The Board and Union agree to the following guidelines relative to the use of school based instructional assistants/paraprofessionals for the bus monitoring function:

1. Appropriate training will be provided.
2. When the monitoring assignment establishes a regular workday longer than what the SRP's regular workday was without the monitoring duties, the workday will be represented in quarter hour increments, (7.25, 7.5, etc.)
3. Sick leave will be earned based on the SRP's established regular workday.
4. Sick leave will be used according to the SRP's established workday at the time of use.
5. The length of the SRP's regular workday may change due to student ridership or a bus route change.
6. Seniority will be considered when making monitor assignments.
7. SRP input will be considered when it is necessary to designate a pick-up or drop-off point for the monitor other

than his/her regular worksite.

8. Coverage for an absent monitor shall be provided by the Transportation Department whenever feasible. Should the Transportation Department be unable to provide coverage then the school will share in the responsibility for finding a replacement.

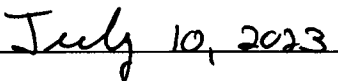
The Board and Union further agree to monitor the implementation of this program and to meet and discuss any problems or issues that may arise.

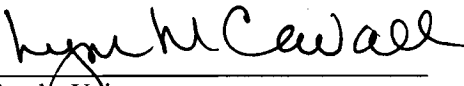
**SECTION VW – TRANSPORTATION COMMITTEE**

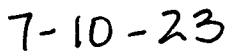
The Board and Union agree to explore alternative programs and/or procedures for possible implementation each school year and to discuss any concerns or issues for any transportation department program and/or procedure now being used including the basic procedure for assigning field trips. The first meeting on transportation issues will take place during the first quarter of the school year for potential implementation in that school year.

**END OF ARTICLE VII**

  
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For the Board

  
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Date

  
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For the Union

  
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Date