# MASTER

# CONTRACT

### PINELLAS CLASSROOM TEACHERS ASSOCIATION

PINELLAS STAFF ORGANIZATION

AUGUST 1, 2017 – JULY 31, 2020

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#### **ARTICLE 1. RECOGNITION**

Section 1. The "Pinellas Classroom Teachers Association" (hereinafter referred to as "PCTA" or the "Association") recognizes the Pinellas Staff Organization, an affiliate of the Florida Staff Organization and the National Staff Organization, (hereinafter referred to as "PSO" or the "Union") as the exclusive bargaining representative for: all fulltime and part-time professional and associate staff, as defined in Article 5 of this Agreement. Excluded from the unit is the Executive Director and the Support Operations Manager.

Section 2. The Association shall not make any administrative changes which will remove positions from the Union's bargaining unit (e.g. shift a position from the currently assigned area to another administrative area) arbitrarily, capriciously or for the purpose of altering the Union's bargaining unit. If the Association plans to make an administrative change which will have the effect of removing positions from the bargaining unit, it shall notify the Union at least sixty (60) days before the change is scheduled to become effective and shall discuss with the Union steps that might be taken to avoid or minimize impact upon the Union's bargaining unit, including the possibility of a joint request to the National Labor Relations Board for an appropriate modification in the bargaining unit definition.

#### **ARTICLE 2. DEFINITIONS**

Except as otherwise provided in this Agreement, the following definitions shall apply:

- (a) the term "employee" means a person in the bargaining unit defined in Article 1 of this Agreement;
- (b) the term "position" means a position in the aforesaid bargaining unit;
- (c) the term "minority group employee" means a person who is so classified by the United States Census Bureau and shall include First-American, Black, Mexican-American or from another Spanish-speaking group, or Asian-American;
- (d) the term "most recent date of hire" means the date on which a person began his/her current employment with the Association
- (e) the term "days" means calendar days unless otherwise indicated;
- (f) the term "temporary employee" means a person who is hired in a temporary noncontinuous position which has a predetermined termination date not to exceed six (6) months;
- (g) the term "longevity" means the length of full-time employment experience from the most recent date of hire with the Association.
- (h) the term "immediate family" means spouse, child, step-child, father, mother, father-inlaw, mother-in-law, brother, sister, daughter-in-law, son-in-law, sister-in-law, brother-inlaw, grandson, granddaughter, grandmother, grandfather or others living in the employee's household.

(i) The term "part-time employee" shall mean employees who work less than 30 hours a week.

#### **ARTICLE 3. NONDISCRIMINATION**

**Section 1.** The Association and the Union agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, color, national origin, creed, gender, religion, sexual orientation, age, handicap, marital status, economic status or participation in the lawful activities of the Union, provided that nothing contained in this Section shall be construed to prevent the Association from implementing any provision of this Agreement which affords preferential treatment to an individual on the basis of one or more of the aforesaid factors.

**Section 2.** No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or his/her participation in any activity provided for in or in any existing Association personnel policy.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

Except as otherwise expressly provided in this Agreement, the Association reserves the right to manage its operations and to direct its employees through the Executive Director in accordance with the Association policies established by the Association's Faculty Representative Council and/or Executive Board.

#### ARTICLE 5. CATEGORIES OF EMPLOYMENT

**Section 1.** There shall be three (3) categories of Association employment as follows:

- (a) "Regular Employment" shall commence when an employee has completed one hundred twenty (120) days of continuous employment in a position which:
  - (1) has no predetermined termination date; and requires the employee to work the basic work period or the normal work week as defined in Article 8, Sections 1 and 2, of this Agreement. Regular employees shall be covered by all the provisions of this Agreement.
- (b) "Regular Part-time Employment" shall apply to an employee as defined in Article 2, paragraph (i), but has no predetermined termination date. Regular part-time employees shall be covered by the provisions of this Agreement unless where specifically stated, except that:
  - (1) leave benefits shall be determined on a pro-rata basis as provided in this contract;
  - (2) regular part-time employees are not eligible for seniority.

(c) "Probationary Employment" shall commence on an employee's most recent date of hire (excluding hire as a temporary employee) and shall continue for one hundred twenty (120) days of continuous employment thereafter for all staff. If the employment of a probationary employee is continued beyond the aforesaid probationary period, he/she shall become a regular employee, provided that upon written agreement of the Association and the Union, probationary employment may be continued in individual cases for a maximum of sixty (60) days. Any further probationary extension shall only be by mutual agreement of the parties. Except as otherwise expressly provided in this Agreement, probationary employees shall be covered by all of the provisions of the Agreement.

#### **ARTICLE 6. PAYROLL PRACTICES**

**Section 1**. Salaries shall be stated on either an annual or an hourly basis. Annual pay shall be computed on the basis of twenty-six (26) bi-weekly pay periods. An employee's gross annual salary divided by 1950 hours for associate staff shall be the hourly rate. Pay periods shall begin on Sunday and end on the second Saturday following.

**Section 2.** Pay shall be distributed to employees every second Tuesday, provided that if such Tuesday is not a regularly scheduled workday, pay shall be distributed on the last regularly scheduled workday prior thereto. Substitute paycheck or electronic fund transfer shall be available to insure payment to employees on payday.

**Section 3**. An employee shall be given a statement with his/her regular paycheck setting forth all deductions from his/her gross earnings.

**Section 4**. An employee, who provides reasonable advance notice, shall have the right to receive, not later than the last regularly scheduled work day prior to his/her taking annual leave, any salary due him/her during such annual leave, provided that the annual leave is scheduled for five (5) or more consecutive days. The Association shall, upon request, provide an employee with his/her accumulated sick or annual leave balance.

#### **ARTICLE 7. DEDUCTIONS**

**Section 1**. An employee's paycheck shall have a statement attached showing both his/her earnings for the preceding pay period and the amounts deducted therefrom. All mandatory federal, state, local and other deductions shall be made. In addition, upon receipt of a properly signed authorization form from the employee, the Association shall make deductions for the following purposes:

- (a) Credit Union;
- (b) Union membership dues and uniformly-applied assessments pursuant to this Agreement;
- (c) Tax sheltered savings;
- (d) Flexible Spending Account;

(e) Upon mutual agreement of the Association and the Union other deduction slots may be added or deleted.

**Section 2**. The Union shall indemnify the Association and hold it harmless against any and all claims, suits, demands and other forms of liability, including legal fees and expenses, that may arise from compliance with this Article, provided that the deductions have been properly made by the Association.

#### **ARTICLE 8. HOURS OF WORK**

#### Section 1. Professional Employees.

- (a) The Executive Director shall hold an initial meeting with his/her employees to review assignments for the program year. This process may be repeated during the year as assignments are completed, modified, or as new and/or additional assignments are appropriate. This process may also be utilized to intervene and/or offer assistance to an employee when it is determined by the Executive Director to be appropriate to the successful completion of an employee's assignment. The employee has the right to ask the Executive Director to review the assignment when he/she believes he/she is involved in an unusual prolonged overload. If the employee is not satisfied with the Executive Director's response, he/she may appeal the situation through the grievance procedure.
- (b) Upon receiving an assignment, each professional employee shall schedule his/her time in the manner the employee considers most appropriate to the proper functioning of his/her assigned position. The Association and the Union agree that the nature of the job of professional employees requires the working of irregular hours (i.e., weekends, long days and/or long weeks). These irregular hours do not entitle the employee to additional time off. However, both parties recognize that a variance from their normal work schedule and/or office work location may be necessary, including working from schools or district worksites, the employee's home or other remote locations. The employee or the Executive Director may initiate the discussion for such accommodation; however, the discretion to grant a variance rests solely with the Association. The Association agrees to consult with the Union before scheduling variances to employee's normal work schedules.
- (c) The Association reserves the right to schedule professional employees' time as it may deem necessary for effective operations. Professional employees may adjust their work schedules to meet operational requirements.
- (d) Except as otherwise provided in the contract, employees who have taken approved leave may not modify that leave retroactively.
- **Section 2.** Associate Staff. The basic work period for each Associate Staff employee shall consist of thirty-seven and one half (37.5) hours per week, or seventy-five (75) hours per pay period, which shall be scheduled in accordance with the definition of "normal Association work day" and "normal Association work week", as follows:
  - (a) The "normal Association work day" shall consist of eight (8) consecutive hours, including a one half hour unpaid lunch break. The length of the lunch break may be altered during the

summer period described in Section 3. Employees may combine their lunch break with their two (2) fifteen minute breaks to utilize up to one hour for a lunch period. Employees who utilize their fifteen (15) minute breaks as part of their lunch period shall not be eligible for a (15) minute morning or afternoon break.

- (b) The Association reserves the right to establish starting times for the employees and to change such starting time as it may from time to time deem necessary for effective operations.
- (c) Normal office hours shall be from 8 a.m. to 6:00 p.m., Monday through Thursday and 8 am to 5pm on Fridays.
- (d) An employee may request an adjustment in the employee's normal workday directly to the Executive Director. In the event that an agreement on the proposed change in the normal workday cannot be reached the employee will continue to work his/her normal workday.
- (e) The employee shall have the opportunity to schedule a morning and afternoon break, provided that in no event shall the break be longer than fifteen (15) minutes.
- (f) The "normal Association work week" shall consist of thirty-seven and one half (37.5) hours. The normal work week shall begin on Monday, but the Association reserves the right to schedule employees to alter the workweek from time to time, as it deems necessary for effective operations.
- **Section 3.** Summer Hours. Should the school district implement a four-day work week, the Association shall institute an optional four-day work-week for its employees during the period of time such work schedule is implemented by the district. If the office is open four days a week during the summer, associate staff will work their 37.5 hours each week during those four days with standard hours for professional staff. The structure and timing of summer office hours may be adjusted to meet the Association needs.
- **Section 4.** Reasonable time spent by an employee in travel in order to perform his/her assigned functions away from the Association office shall be considered time worked for purposes of this Agreement. This does not include trips to and from employee's home at the start and close of the workday. In the event of a dispute over "reasonableness", the Executive Director shall define the term.
- **Section 5.** Excess and overtime hours may be required by the Association as long as they are reasonable, necessary and comply with the provisions of this Article. When such excess or overtime hours are necessary, they shall normally be assigned to the employee who would ordinarily perform the work requiring the excess hours. In the event more than one (1) employee ordinarily performs such work, excess hour or overtime assignments shall be rotated to the extent possible.
- **Section 6.** Except in emergencies, as determined by the Executive Director, employees shall be given at least forty-eight (48) hours advance notice when they are expected to work excess hours.
- **Section 7.** Activity and mileage reports shall be submitted by all employees on the form(s) illustrated in Appendix 1. All employee expense reports will be turned in by the 15<sup>th</sup> of each month for the previous month's expenses. Expenses turned in after the 30<sup>th</sup> of the month following the expenditure, will not

be reimbursed unless good reason is given and accepted by the Executive Director. Expense reports that are 60 days late will not be eligible for reimbursement.

Section 8: When the Pinellas County School District are not working, no employee's application for leave shall be denied.

Section 9: In the case of a catastrophe, emergency, inclement weather or any other unforeseen event that necessitates that the Association is closed, no employee shall be charged for any type of leave.

#### **ARTICLE 9. OVERTIME**

**Section 1.** All hours worked by Associate Staff in excess of forty (40) hours per week must be approved in advance by the Association. Associate Staff whose work schedule exceeds thirty-seven and one half (37.5) hours but are not in excess of forty (40) hours per week will be awarded compensatory time to be used with approval by the Executive Director. Such compensatory time shall be used within the same pay period or in the following pay period in which the excess hours are worked. In the event the Association determines it is impossible for the employee to use the compensatory time within that time frame, the employee shall receive his/her hourly rate of pay.

**Section 2.** Work assigned by the Association in excess of forty (40) hours per week shall be paid at one and a half (1.5) times the hourly rate.

Section 3. For purposes of this Article, holidays and paid leaves shall be considered time worked.

#### **ARTICLE 10. HOLIDAYS**

**Section 1.** With the exception of Spring Break, employees shall have the same holidays as the twelve month employees for the Pinellas County Schools.

**Section 2.** Regular full-time employees shall be paid for the holidays in Section 1 above. Regular part-time employees shall be paid only for the hours that they otherwise would have worked if the day were not a holiday. Upon mutual agreement the parties may make adjustments in the days based on modifications to the Pinellas County Schools calendars.

#### Section 3.

- (a) If a paid holiday occurs when an employee is on an unpaid leave of absence, he/she shall not be paid for such holiday.
- (b) If a paid holiday occurs when an employee is on a paid leave of absence, such day shall not be credited to the leave time and shall not be construed as an additional holiday.

**Section 4.** If a professional employee is required to work on a holiday, he/she and the Executive Director may reschedule that holiday on a different workday. If an Associate staff member is required

to work on a holiday, he/she shall be compensated at the rate of one and a half (1.5) times his/her hourly rate for each hour worked.

#### ARTICLE 11. MOVING AND TRANSPORTATION EXPENSES

**Section 1.** Moving and transportation expenses shall be paid to an employee who is hired by the Association and who does not reside within fifty (50) miles of the Association office. Moving and transportation expenses shall be limited to \$1500 and applicable receipts will be required for reimbursement of moving and transportation expenses.

#### **ARTICLE 12. STAFF AND PHYSICAL FACILITIES**

**Section 1.** The Association shall provide professional employees with secretarial and clerical assistance and all staff with office equipment, supplies and space as may be adequate for the proper performance of their assigned functions.

#### **ARTICLE 13. DISCIPLINE**

**Section 1.** Progressive discipline shall be used where appropriate and shall be primarily for the purpose of allowing for the rehabilitation of an employee who demonstrates recurring or chronic problems of the same nature that adversely impact upon his work. The steps which will be followed in administering progressive discipline are as follows:

- (a) verbal reprimand;
- (b) written reprimand;
- (c) suspension without pay;
- (d) dismissal.

**Section 2.** Just Cause. No employee shall be disciplined without good and just cause.

**Section 3.** No disciplinary action as described herein will be taken against a unit member in the presence of the employee's co-workers, with the exception of the employee's union representative.

**Section 4.** Discharge. In accordance with Sections 1 and 2 above, discharge for just cause shall be according to the following procedure:

The employee and PSO shall receive written notice of discharge setting forth the specific reasons therefore, along with references to deficiencies and efforts to correct same, where appropriate. The employee may be suspended with pay by his/her supervisor pending final determination by the Executive Director.

**Section 5.** Rights to Appeal. Any disciplinary action taken against an employee shall be subject to appeal through the grievance procedure set forth in Article 32. In the event any disciplinary action is

found to be arbitrary, capricious, or without just cause, an arbitrator may order reinstatement, payment of lost wages, or other appropriate remedies.

**Section 6.** Probationary Employees. The discharge of probationary employees shall not be subject to arbitration.

#### **ARTICLE 14. RESIGNATIONS**

Professional employees shall provide the Association at least four (4) weeks written notice of intent to resign. Other full time regular employees shall provide the Association at least two (2) weeks written notice of intent to resign. Regular part-time employees shall provide the Association no less than one (1) week's written notice. In each case, an effective date of resignation shall be indicated.

#### **ARTICLE 15. REDUCTION IN FORCE**

**Section 1.** The Association reserves the right to take actions which may be necessary to improve the efficiency and/or effectiveness of its operations, including structural reorganization, and to lay off employees in implementation of such actions. The Association further reserves the right to lay off employees for economic reasons.

**Section 2.** For the purpose of this Article, the phrase "Job Category" means one of the following:

- (a) Professional; or
- (b) Associate Staff

#### Section 3.

- (a) If a layoff becomes necessary in a Job Category, the employees in that Job Category shall be laid off in the reverse order of seniority.
- (b) Regular part-time employees within a job classification shall be laid off prior to regular full-time employees.
- (c) Written notice of a layoff will be given to an employee and to the Union at least six (6) weeks before the action is to become effective.

#### Section 4.

- (a) When vacancies, full or part-time, occur in the bargaining unit, laid off employees shall be recalled in seniority order within job classifications, and provided further that all regular employees shall be recalled before any part-time employees are recalled.
- (b) Notice of recall shall be given by email and registered mail to the last address given to the Association by the employee. A copy of the notice of recall shall be given to the Union. If an employee fails to respond within five (5) days after delivery of the above notice of recall, he/she shall be deemed to have refused the position offered.

- (c) An employee who is placed in a position previously held by a less senior employee who has been laid off shall retain all of his/her accrued benefits and current salary.
- (d) An employee who is laid off shall remain on the recall list for twelve (12) months after the effective date of his/her layoff unless he/she:
  - (1) waives his/her recall right in writing; or
  - (2) resigns; or
  - (3) fails to accept recall to the position that he/she has accepted within ten (10) days after receipt of the notice of recall, unless such employee is sick or injured

#### Section 5.

An employee who has been laid off in accordance with this Article shall receive payment for all accumulated vacation and sick leave.

In addition to the payment of accumulated leave, the employee shall be entitled to all insurance benefits provided for in Article 33 for a period of thirty (30) days.

#### Section 6.

The Association shall make an initial payment of at least twenty-five (25) percent of accumulated leave benefits within five (5) working days after the layoff becomes effective. The Association will thereafter provide payment in equal bi-weekly installments until all leave benefits are exhausted. Such payments shall not be less than fifty (50) percent of the employee's bi-weekly wage.

If an employee is recalled or otherwise resumes active employment with the Association, he/she shall pay to the Association an amount equal to the difference, if any, between the number of weeks of severance pay that he/she received and the number of weeks that he/she was not actively employed by the Association. In such cases, the Association and the employee shall mutually agree to a repayment plan.

Employees who are recalled and repay severance benefits will have their leave restored. If the employee chooses to not repay the severance benefits, he or she will forfeit any leave accumulated before the lay-off.

#### **ARTICLE 16. SENIORITY**

New hires' seniority date shall be calculated by the date of hire. Time spent on paid leaves of absence for all purposes shall be counted in computing an employee's seniority; time spent on unpaid leaves of absence and layoff shall not be counted in computing seniority. If two or more employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be determined by the drawing of lots. The seniority list shall include the employee's name and seniority date and be included as Appendix 2.

#### **ARTICLE 17. PERSONNEL FILES**

#### Section 1.

- (a) An employee shall have the right, upon request, to review the contents of his/her employment file(s). A representative of the Union may, at the employee's request, accompany him/her in his/her review.
- (b) Personnel files may not be removed from the Administrative/Personnel Office.
- (c) A sign out/in log will be maintained to establish the record of access to the personnel files.

**Section 2.** An employee's job description shall be included in his/her personnel file. Said job description shall be updated as necessary to reflect changes in the employee's functions. The Association will consult with the employee and the PSO representative when changes are being made.

#### Section 3.

- (a) Any material derogatory to an employee's conduct, service, character or personality which is placed in his/her personnel file shall be shown to the employee. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents.
- (b) An employee shall have the right to file an answer to any material of the type indicated in subsection (a) above which is included in his/her personnel file and such answer shall be attached to the file copy. An employee who alleges that information in his/her personnel file is false or misleading to his/her detriment shall have the right to file a grievance at Step 2 of the Grievance Procedure set forth in Article 32 of this Agreement, for the purpose of having such information corrected or removed.

#### **ARTICLE 18. VACATION**

**Section 1.** An employee, as of the effective date of this Agreement, shall accrue vacation based upon longevity with the Association, at the rate specified below:

Longevity	Days Per Month	
0 – 5 years	1.0	
6 – 10 years	1.25	
11 +	1.5	

**Section 2.** For purposes of accruing vacation under Section 1 above, unpaid leaves of absence, time spent on layoff in excess of four (4) consecutive weeks, time spent on sabbatical leave, and time spent on sick leave advanced pursuant to Article 19, Section 6 shall not be counted as working time.

#### Section 3.

- (a) Vacation accumulation is limited to 40 days. Employees shall forfeit any unused vacation over the forty-days limit as of July 31 of each year.
- (b) Time spent on leaves of absence shall not be counted in computing the time period during which an employee must use his/her accrued vacation.

#### Section 4.

- (a) Except in case of emergency, an employee shall notify the Executive Director in writing, in advance of the date on which he/she desires to take vacation according to the following schedule:
- (b) The Executive Director shall make every effort to respond:
  - (1) to leave requests for three (3) or more consecutive days within five (5) work days;
  - (2) to leave requests for less than three (3) consecutive work days within three (3) work days.
- (c) Except as otherwise provided below, an effort shall be made by the Executive Director to schedule an employee's vacation at the time requested, provided that the Association reserves the right to make the final decision in this regard.
- (d) Once vacation has been scheduled it may thereafter be changed by the Association only if necessary to meet unforeseen operating requirements and then only with the approval of the Executive Director. If the Association makes such a change, it shall reimburse the employee for any deposit losses sustained by him/her as a result thereof.
- (e) An employee traveling on official Association business may, with the advance approval of the Association, schedule his/her vacation before or after such business.
- (f) Professional employees may take vacation in segments of one half (1/2) day. All other employees may take vacation in segments of one (1) hour.
- (g) Vacation shall accrue from an employee's date of hire and an employee shall be eligible to use such leave as earned.

**Section 5.** An employee shall have the right to receive not later than the last regularly scheduled workday prior to his/her taking vacation any salary due him/her during said annual leave in accordance with the provisions of Article 6, Section 4 of this Agreement.

#### Section 6.

(a) If a paid holiday occurs while an employee is on vacation, the employee shall not be charged vacation for that day.

- (b) If an employee becomes ill or injured during his/her vacation, the period of such illness or injury may, at the employee's option, be charged to his/her accrued sick leave, provided that the Association may require the employee to submit a doctor's certificate indicating that the illness or injury required confinement.
- **Section 7.** Should an employee die while in the employment of the Association, vacation and sickleave benefits listed in this Contract shall be transferred to a designated beneficiary of the employee.
- Section 8. Vacation Buy Back- At the end of each fiscal year the Association will pay the employee for up to five (5) days of accrued and unused vacation days at the employee's daily rate of pay at the close of the fiscal year prior to the Buy Back consistent with the following requirements:
  - (a) The employee must have days in excess of five (5) days of accrued vacation days to be eligible for a Buy Back.
  - (b) The employee must have at least five (5) days of accrued and unused vacation days after the Buy Back of vacation days occurs.
  - (c) The employee shall request the Buy Back in writing identifying the number of days requested.
  - (d) The Association will pay the employee the employee's daily rate of pay for any day of vacation bought by the Association following the end of the fiscal year (July 31).
  - (e) Payment will be made as soon as practicable after the start of the fiscal year.

Section 9. During the school year, no one can take more than five consecutive days when school is in session. This does not exclude employees from taking those five days consecutive with days in which students are not attending (for example, Spring Break).

#### **ARTICLE 19. SICK LEAVE**

#### Section 1.

- (a) Except as otherwise provided in subsection (b) below, an employee shall accrue sick leave proportionally each pay period at the rate required to earn 15 sick leave days per year. Unpaid leaves of absence, time spent on sabbatical leave, and time spent on leave advanced pursuant to the Sick Leave Bank, shall not be counted as working time. An employee shall accrue sick leave from his/her most recent date of hire, shall be eligible to use sick leave as earned, and shall accrue sick leave indefinitely.
- (b) Each newly hired employee shall be able to access up to four (4) days sick leave on the first day of employment.
- (c) Part-time employees shall accrue sick leave on a pro rata basis.

#### Section 2.

- (a) Sick leave may be used for the following purposes only:
  - (1) personal illness which either incapacitates the employee and/or which endangers the health of other employees;

- (2) personal injury which incapacitates the employee;
- (3) medical and dental examinations or treatments that cannot be scheduled during non-working hours. Except in case of emergency, an employee shall give forty-eight (48) hours advanced notice when sick leave is to be taken for this purpose;
- (4) a maximum of six weeks of accumulated leave may be used for the following:
  - (a) the birth of a child of the employee and the care following the birth. An extension of this time may be granted if the employee's attending physician certifies in writing that the employee's health prohibits her from substantially performing her normal duties. Time used prior to the birth of a child will be charged to sick leave;
  - (b) the adoption of a child with the employee including the events and process leading up to and the care following the adoption;
  - (c) the placement and/or care of a child in the foster care of the employee;
  - (5) illness of or injury to a member of the employee's immediate family, relative or member of household which requires the employee's presence. An employee shall be entitled to use up to ten (10) days of sick leave for this purpose in any one (1) contract year. Use beyond ten (10) days shall be at the discretion of the Association; or
  - (6) personal leave as provided in Article 23.
  - (7) bereavement leave.
- (b) An employee absent for five (5) or more consecutive days under subsection (a) (1), (2) or (4)(a) may be required by the Association to submit a doctor's certificate.
- **Section 3.** If a paid holiday occurs while an employee is on sick leave, the employee shall not be charged sick leave for that day.
- **Section 4.** The Association may require an employee to leave work if his/her continued presence would endanger the health of other employees. An employee required to leave work under this provision shall be placed on sick leave, provided that if such leave is not available to him/her, the employee may, at his/her option, charge such leave to any other available paid or unpaid leave.

#### Section 5.

An employee is required to notify the Association in advance of such sick leave. In circumstances where this is not possible, notice shall be given within twenty-four (24) hours when he/she is absent on sick leave. An employee shall make every effort to keep the Association informed as to his/her anticipated date of return.

#### Section 6. Shared Sick Leave

Upon written request by PSO, the parties shall have five (5) days to set a meeting. PSO and the Association agree to meet to discuss how sick leave benefits may be transferred from employees to an

employee who has exhausted sick leave and has a catastrophic/chronic illness and/or debilitating injuries or illnesses.

#### ARTICLE 20. FAMILY MEDICAL LEAVE ACT (FMLA)

**Section 1.** In accordance with the Family Medical Leave Act (FMLA), an eligible employee is entitled to up to twelve (12) weeks of leave during any twelve (12) month period for one or more of the following reasons:

- (a) The employee's own serious health condition;
- (b) The birth of a child of the employee and the care following the birth;
- (c) The adoption of a child with the employee including the events and process leading up to and the care following the adoption;
- (d) The placement and/or care of a child in the foster care of the employee;
- (e) The care of a family member with a serious health condition.

**Section 2.** FMLA leave shall be concurrent with other applicable leaves specified in this Agreement. Such leaves shall be interpreted so as to comply with the requirements of the FMLA. During FMLA leave, the Association shall continue to pay for insurance coverage; therefore, employees shall substitute any accrued, applicable paid leave for unpaid FMLA.

**Section 3.** The Association in consultation with the PSO may implement reasonable rules and regulations with regard to the use of leaves within the scope of FMLA; however, no application of FMLA provisions shall limit or reduce leaves provided in this Agreement.

#### **ARTICLE 21. JURY LEAVE**

An employee who is summoned for jury duty shall be granted jury leave, which shall have no bearing on other types of leave available to the employee. However, the Association shall assist the employee in seeking an exemption from such duty if the duty conflicts with crucial responsibilities of the employee. The employee's compensation shall be at his/her regular hourly rate for the regular work day or work week, payable in the usual payroll manner by the Association, with compensation for expense reimbursements for jury duty retained by the employee.

#### **ARTICLE 22. LEAVE WITHOUT PAY**

**Section 1.** The Association may grant employees leave without pay for up to one hundred eighty 180 days for the following purposes:

- (a) extended illness exceeding accrued sick leave;
- (b) child care;
- (c) parental leave; or
- (d) other purposes which are mutually agreed upon between the Association and the employee

The leave without pay may be extended by mutual agreement of the employee and the Association.

#### Section 2.

- (a) Time spent by an employee on leave without pay shall not be counted as time worked for purposes of accruing any benefits under this Agreement nor shall such time be included in determining the employee's seniority, his/her eligibility for sabbatical leave, or his/her completion of the probationary period.
- (b) An employee on non-FMLA leave without pay shall have the option of continuing any insurance plans provided for in Article 33 of this Agreement. The cost of this coverage shall be paid by the employee to the Association in monthly payments.
- (c) An employee's retirement shall be continued for the first thirty days of leave without pay. After thirty days, the employee may continue to participate in the retirement plan at full cost to the employee. If an employee elects to discontinue his/her participation in the Association Retirement Plan(s) while he/she is on leave without pay, he/she may, upon his/her return to active employment, "buy back" the time lost if this option is available as specified in the terms of the Plan(s).
- **Section 3.** Any employee who has been on leave without pay, should he/she desire a return to active employment with the Association, shall be assigned to the same or similar position within the same classification, Associate or Professional, that he/she held at the time the leave commenced.
- **Section 4.** Except as otherwise expressly provided for in this Agreement, Sections 2 and 3 above shall apply to all leaves without pay.

#### ARTICLE 23. PERSONAL AND BEREAVEMENT LEAVE

- **Section 1.** Each employee shall be granted up to four (4) days of personal leave with pay each contract year to attend to personal business matters that require the employee's absence during working hours. Personal leave used by an employee shall be charged to his/her accumulated sick leave. Except in the case of emergency, at least one (1) day's advance approval by the Association is required for an employee to take personal leave. No explanation as to the purpose of such leave shall be required.
- **Section 2.** Each employee shall, in addition to the leave provided in Section 1 above, be granted up to three (3) days of bereavement leave with pay in the event of a death of a member of the employee's immediate family. Any additional bereavement leave days may be charged to sick leave, vacation, or may be taken as leave without pay.

#### **ARTICLE 24. MILITARY LEAVE**

The Association agrees to open negotiations to discuss military leave in the event any employee requires such leave.

#### **ARTICLE 25. EMPLOYEE PROTECTION**

**Section 1.** The Association shall save an employee harmless from any personal financial liability (including fines, reasonable attorneys' fees, posting of bail or bond, etc.) arising out of any claim, suit, criminal prosecution or judgment against him/her because he/she is an employee of the Association or because of any act taken by him/her in the course of his/her employment.

**Section 2.** The Association in agreeing to this provision, does not authorize or condone the commission of any criminal act and no representative, agent or employee of the Association has any authority, real or implied, to grant any such authority or to condone any such act.

**Section 3.** If an employee is incarcerated for reasons stemming from actions taken by him/her in the scope of his/her Association employment, the employee shall continue to be paid his/her regular salary, figured as a regular work day for each work day or part of a work day incarcerated, and each and every succeeding work day.

#### **ARTICLE 26. OUTSIDE ACTIVITIES**

An Employee's personal life and outside activities are not subject to scrutiny by the Association unless their activities interfere with the duties of their job with the Association.

#### **ARTICLE 27. UNION ACTIVITIES**

**Section 1.** Every employee shall have the right to freely organize and support PSO activities. The Association will not discriminate against any employee with respect to wages, hours, or any term or condition of employment by reason of membership in PSO, or for participation in any grievance, complaint or proceeding under this Agreement.

**Section 2.** The Association shall deduct the regular periodic dues and assessments uniformly required of the members of PSO. Deductions shall be in a uniform manner, and shall be certified by the President of PSO as the official dues and assessments. The Association shall transmit the foregoing deductions to the treasurer of the Florida Staff Organization (FSO) within 10 days.

**Section 3**. The Union shall be afforded appropriate space for location of its file cabinets and shall not be denied the use of the office equipment or facilities in the conduct of its business; provided, however, that such use does not supersede Association business. The Union will pay the Association for paper and other materials used for Union business. PSO may provide a bulletin board(s) for its use in the lounge(s) of the Association headquarters.

#### Section 4. Information.

- (a) The Association shall supply the Union, upon request, with the information necessary for the Union to carry out its responsibility to bargain, administer and enforce this agreement as per the National Labor Relations Act (NLRA) including information on newly hired employees.
- (b) A copy of all employee insurance policies, if available, to the Association.
- (c) New employees will be provided with forms necessary for insurance and union enrollment.

**Section 5.** The PSO negotiating team up to two (2) members shall be granted leave with pay for the purpose of negotiating with the Association. The negotiating sessions shall be scheduled within the normal working hours if scheduled, unless PSO and the Association agree to alternate times. Negotiating sessions shall be held in the PCTA office unless PSO and the Association agree to an alternate site.

**Section 6.** PSO shall have the right to call a meeting of its membership on Association time, in conjunction with staff meetings, or any other Association activity, provided that reasonable notice is given to the Executive Director and that PSO meetings do not conflict with any assigned duties of the unit members. PSO meetings on Association time are limited to no more than two (2) hours per month.

**Section 7.** PSO will be allocated a maximum of ten (10) days) per year, to be used for (1) attending affiliate conventions, (2) affiliate officers, (3) PSO officers and (4) PSO authorized representatives who are conducting Union business. Such days must be approved in advance by the Executive Director. No PSO member will be allotted more than four (4) consecutive days per year from the allocation provided in this section.

**Section 8.** An employee has the right to PSO representation in any meeting or conference that the person believes might lead to disciplinary action.

**Section 9.** PSO shall be given a position on the agenda of the Association Executive Board upon written request to the Executive Director. The request shall be submitted to the Executive Director in writing identifying the subject.

**Section 10.** Upon written request by the Union, the Executive Director and the PSO representative shall meet within 5 days to schedule a meeting to review and discuss Association policies, programs, labor relations and future plans/directions. This section shall in no way impede on the management rights of the association to instill office policies.

#### **ARTICLE 28. WORKLOAD**

The Association agrees to distribute equitably workload and duties among staff in similar job categories. Professional staff will be assigned according to the provisions in Article 8 Section 1. The annual meeting will be an opportunity for the staff to give input into the nature of various assignments including worksite challenges, committees, and any special projects to which staff members are assigned. This meeting must occur before the beginning of the program year (July 1). The assignment of professional staff will utilize a holistic process taking into consideration such factors as but not limited to: number of members, number of potential members, the complexity and frequency of committee assignments, the complexity or challenges facing worksites, as well as any special projects to which staff members are assigned. The assignment review process outlined in Article 38 will be developed and implemented on an as needed basis through labor management and staff meetings in order to ensure that the workload is distributed equitably.

#### ARTICLE 29. EDUCATIONAL IMPROVEMENT

**Section 1.** With the advance written approval of the Executive Director an employee may change his/her working hours in order to attend classes in approved educational institutions.

**Section 2.** The Association shall pay salary, expenses and all costs for courses, conferences, workshops, tuition and training experiences an employee takes for the benefit of the Association when such activities are approved by the Executive Director Bargaining unit members shall be entitled to attend at least one training session of his/her choice each year consistent with the organizational vision, mission and values.

**Section 3.** Attendance at trainings provided by FEA, NEA, and AFT to build skills of staff are not limited to a single training as per Section 2 of this article. Upon approval of the Executive Director, staff may be allowed to attend additional FEA trainings and meetings. Employees may submit a request to attend any FEA, NEA or AFT training that will enhance their ability to do their job.

#### **ARTICLE 30. INSURANCE**

**Section 1.** The Association agrees to provide each full-time employee a health insurance plan offered by the Association. The Association shall fund the amount of health insurance up to the cost for an employee and one dependent for health, dental and vision insurance based on the premiums for the benefits offered by the Association. Employees are responsible for the cost of any insurance benefits that exceed the cost of employee plus one coverage described above.

**Section 2.** A Flexible Spending Account (FSA) shall be available for each employee. Employees may contribute funds into the FSA account to the extent allowable by contract with FSA provider.

**Section 3.** The Association shall provide payroll deduction, if practicable, for life insurance and disability income protection insurance to employees at the employee's expense.

#### Section 4.

- (a) The benefits set forth above may be provided through the Association carriers or through any other reputable insurance carriers with whom the PCTA may decide to deal in the future. PCTA will consult in a timely manner with the PSO prior to implementing a new plan or changing to a new carrier.
- (b) If, during the term of this Agreement, the insurance carrier being utilized by the PCTA ceases to make available any of the benefits set forth in Sections 1 above, the PCTA shall no longer be obligated to provide said benefits but shall be obligated to provide in lieu thereof the best benefit available to it at comparable cost from the carrier in question or from any other reputable carrier. PCTA will consult with the PSO prior to implementing a new plan or changing to a new carrier.

(c) Any coverage which had been in effect for the employee's spouse and/or dependents under the medical and hospitalization insurance specified in Section 1 above shall continue for a period of two (2) months following the month of an employee's death.

**Section 5.** Should any State and/or National Health Care Plan legislation be enacted, the parties agree to negotiate the impact of such legislation as it might affect the Health Care benefits provided under this Contract.

**Section 6.** Upon retirement, retired employees may continue their health insurance plan, at their cost, until age 65, should the plan allow such coverage.

#### ARTICLE 31. RETIREMENT

**Section 1.** The Association shall continue its participation in the NEA Retirement Plan during the term of this Agreement as follows:

(a) The program shall be non-contributory for employees.

#### ARTICLE 32. GRIEVANCE PROCEDURE

#### Section 1.

- (a) A grievance is an allegation by the Union, or one or more employees that there has been a misinterpretation, violation, or misapplication of a provision of this Agreement.
- (b) All grievances shall identify the specific Article or Articles of this Agreement involved and set forth in detail the specific nature of the alleged violation.
- (c) If a grievance affects a group or class of employees, the Union may initiate and submit such grievance in writing directly to the Executive Director. The processing of such grievance shall commence at Step 2 of the grievance procedure.

**Section 2.** A grievance shall be processed as follows and shall be filed on a form as illustrated in Appendix 4.

- (a) The Union, acting on behalf of the employee or group of employees, shall deliver the grievance in writing to the authorized Association representative not later than thirty (30) working days after the employee(s) knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance;
- (b) Step 1 of the Grievance Procedure shall consist of a meeting among the employee(s), a Union representative, and the Executive Director to discuss the grievance with the objective of resolving it informally. Such meeting shall be held not later than five (5) working days after the date on which the grievance was delivered. Time limits begin when a grievance is delivered to the Executive Director:
- (c) Not later than five (5) working days after the conclusion of the Step 1 meeting, the Executive Director shall provide the employee(s) and the Union with his/her written answer;

- (d) If the grievance is not resolved to the Union's satisfaction at Step 1, the Union may submit the grievance in writing to Step 2. The grievance shall be filed not later than five (5) working days after the receipt of the written Step 1 answer, eight (8) working days after the conclusion of the Step 1 meeting if a timely answer is not received, or thirteen (13) working days after the filing of the grievance if a Step 1 meeting is not held. Step 2 shall consist of a meeting among the employee, a Union representative, and the Executive Board at its next regularly scheduled meeting. The Association or the Union may bring to the meeting any other person necessary to resolve the grievance. Not later than five (5) working days after the conclusion of the Step 2 meeting, the Executive Board's designee shall provide the employee and the Union with his/her written answer. It is the mutual desire of the Association and the Union to avoid "surprises" at arbitration. Accordingly, each party shall make an effort at the Step 2 meeting to indicate to the other its legal position and the general nature of the evidence that it plans to offer in support thereof; and
- (e) If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration. A grievance must be submitted to arbitration not later than twenty (20) working days after receipt of the Step 2 answer, twenty-five (25) working days after the conclusion of the Step 2 meeting if a timely answer is not received. Submission to arbitration shall consist of the filing of a written Demand for Arbitration with the American Arbitration Association with a copy to the Executive Director,.

#### Section 3.

- (a) The demand for arbitration, the selection of the arbitrator, and the arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association;
- (b) The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement;
- (c) In rendering his/her decision, the arbitrator may take judicial notice of any relevant statutory or constitutional provisions;
- (d) If at arbitration a party introduces evidence, the general nature of which was not indicated at the Step 2 meeting, or changes its Step 2 legal position, the other party shall be entitled, upon request, to an adjournment of sufficient length to prepare a response;
- (e) Unless otherwise agreed to by the parties, the grievance originally filed, including the issue presented and the remedy requested, shall constitute the arbitral demand, provided that the arbitrator shall be empowered to award any remedy that he/she deems appropriate, including back pay. The arbitrator's award shall be final and binding, subject only to whatever right of appeal may be available regarding such awards under the applicable laws;
- (f) Mutually incurred costs, such as the fee of the arbitrator, shall be borne equally by the parties. Individually incurred costs, such as attorneys' fees or the charge for the transcript, shall be borne by the party incurring them;

- (g) Grievances may be consolidated for purposes of arbitration by mutual agreement of the Association and the Union:
- (h) If either party contends that a grievance is, for any reason, not arbitratable, the arbitrator shall rule first on the arbitrability question. Only if he/she rules that the grievance is arbitrable, shall he/she proceed to hear the case on the merits.

#### Section 4.

- (a) Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximums and an attempt shall be made to expedite the process.
- (b) Timelines may be extended upon mutual agreement of the parties. Unless an extension is mutually agreed upon between the Association and the Union, the time limits set forth herein shall be applicable.
- (c) A failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limit shall be deemed an acceptance of the decision rendered at that step.

#### Section 5.

- (a) The investigation, processing, including Step 1 and Step 2 meetings, and arbitration of grievances shall take place outside of regular working hours, subject to the following exceptions:
  - (1) The time spent by an authorized representative of the Union in researching or representing an employee shall be allocated in accordance with Article 27 of this agreement;
  - (2) If the Association and the Union agree in advance that it is necessary to investigate a particular grievance during regular working hours, one (1) Union representative shall be excused from his/her assigned duties with pay in order to conduct such investigation; or
  - (3) If the Association and the Union mutually agree to hold a Step 1 or Step 2 meeting or if an arbitration during regular working hours, the aggrieved employee shall be excused from his/her assigned duties, with pay, to attend such meeting and/or arbitration, and other employees required to attend such meeting or arbitration on behalf of the Union shall be released from their assigned duties with pay.
- (b) The Association shall cooperate with the Union's investigation of any grievance and shall provide the Union with such available information as is requested to the extent required under applicable rulings of the courts and/or the National Labor Relations Board.

#### Section 6.

(a) Grievances shall be kept confidential.

- (b) No reprisals of any kind shall be taken against any person because of his/her participation in the grievance procedure in accordance with the terms of this Article.
- (c) All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

#### **ARTICLE 33. SALARY SCHEDULES**

#### **Section 1.** Schedules.

The Association and PSO agree to increase each current employee's salary by 6% retroactive to August 1, 2017 for the 2017-18 contract year.

The bargaining unit members will receive a one-time signing bonus of \$500 for all current employees employed on August 1, 2017.

#### **Section 2.** Salary Placement.

The salaries of any new employees shall be subject to negotiations. For newly hired employees, years of experience and job category shall be taken into consideration. No newly hired employee with the same years of experience as a current employee will make more than a current employee.

#### **ARTICLE 34. TERMINAL PAY**

**Section 1**. Terminal pay shall include all unused sick leave and up to forty (40) days vacation.

**Section 2.** Terminal pay shall be paid in the following instances: resignation; death; retirement from PCTA; resignation with four (4) weeks written notice to accept a position within the affiliated associations of the PCTA.

**Section 3.** Terminal pay shall be paid at the following rates:

Years	0-3	35%	10	50%	2l-25	80%
	4-6	40%	11-15	60%	26-29	90%
	7-9	45%	16-20	70%	30+	100%

**Section 4.** Under no circumstances shall an employee receive more than his/her annual salary in terminal pay from all sources.

**Section 5.** Terminal pay shall be payable at the Association's discretion and shall not be less than 25% upon termination, with the balance payable in quarterly installments throughout the year following termination.

#### **ARTICLE 35. STRIKES**

**Section 1.** If a recognized staff organization of the NEA/AFT or a local affiliate of the Association, or an affiliate of the AFL-CIO, engages in a strike that is protected activity under the National Labor Relations Act, an employee shall not be required to perform the work of those on strike or to cross an established picket line in support of said strike.

**Section 2.** The PSO shall not engage in any strike during the term of this Agreement.

#### ARTICLE 36. MAINTENANCE OF STANDARDS

All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which:

- (a) are expressly provided for in this Agreement;
- (b) result from the implementation of any procedure expressly set forth in this Agreement (e.g. layoff procedure); or
- (c) relate to such matters as the size or location of an employee's office, an employee's office furnishings, or the type and amount of secretarial assistance available to an employee.

#### **ARTICLE 37. SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE 38. ASSIGNMENT REVIEW PROCESS**

The assignment review process shall be utilized to provide feedback to the employer and the employee regarding assignments, projects, and programs which fall within the employee's job responsibilities. The overall purpose of this process shall be the improvement of the quality of the job performance in the delivery of service to members.

Each employee shall be informed of the process.

The process of assignment review shall be an integral part of the development of the total project/program.

#### ARTICLE 39. EMPLOYEE TRAVEL AND BUSINESS EXPENSES

**Section 1.** The employee shall report business expenses and mileage on the Activity and Expense report illustrated in Appendix 1. The PCTA shall reimburse an employee, in accordance with IRS regulations, for all reasonable business expenses incurred by him/her while on official PCTA business as follows:

(a) meals (including gratuities), with appropriate receipts, to a maximum cost of \$55.00 per day, provided that PCTA shall reimburse more than said limits in justifiable situations where appropriate explanations are provided by the employee;

- (b) justifiable business lodging expenses;
- (c) travel expense for automobile rental;
- (d) air travel expenses shall be limited to the least expensive fare available. PCTA will assume the cost of a cancellation penalty for Association required or Association approved reasons; travel other than automobile shall require advanced approval of the employee's supervisor;
- (e) bus, taxi, limousine and other ground transportation as required;
- (f) road, bridge and tunnel tolls and parking fees;
- (g) the Association will reimburse employees who use their personal automobiles for official Association business at the IRS rate.

**Section 2.** The PCTA will reimburse an employee the reasonable cost for loss or damage of items other than disposable supplies, which are necessary and required by the Association for the performance of their assigned functions, except when such loss or damage is due to proven employee negligence. Reimbursement shall be limited to that portion of such loss not reimbursable by insurance or another non PCTA source.

**Section 3.** From time to time, PCTA will schedule staff meetings, staff training or governance training where circumstances or economics will require sharing of accommodations. However, a staff member may have single accommodations at PCTA expense simply by notifying the PCTA person in charge of said meeting.

#### Section 4. Cell Phones

- (a) All PCTA Professional staff will be required to have and carry cell phones while away from the office during normal duty hours.
- (b) The Association shall provide and pay for the use of cell phones required in Section (a).
- (c) Any additional costs in upgrading or changing a plan required by the Executive Director will be paid by PCTA.

#### ARTICLE 40. SUBCONTRACTING/TEMPORARY EMPLOYMENT

**Section 1**. PSO recognizes the need for the Association to subcontract or hire temporary employees for limited periods of time, not to exceed 6 months, to obtain the services of individuals with specialized skills, to fill the position of a regular employee who is on leave, to pilot a new position or to implement special projects regardless of funding sources. Pilot position(s) and special project position(s) will be jointly evaluated after six months at which point Management will determine the status of the position(s). The Association may subcontract or hire a temporary employee to fill a position that has been vacated by a regular employee for up to three (3) months. These periods may be extended with PSO concurrence. PSO shall be provided a copy of the job description, the length of the contract upon employment, copies of special project proposals and other documents associated with special projects as developed in a timely manner.

**Section 2.** No employee of the Association shall be displaced, transferred, or suffer any loss of salary or benefits because of this Article. Subcontractors or temporary employees shall not be used to reduce, eliminate or avoid adding any bargaining unit positions.

#### **ARTICLE 41. SAFE WORKPLACE**

**Section 1.** The Association agrees to provide a safe workplace for employees. The Union has the right to meet with the Executive Director or his/her designee to discuss the health and safety of any member of the unit.

#### **ARTICLE 42. EVALUATION**

- **Section 1.** New employees shall be informed of the evaluation procedure within four (4) weeks after commencing employment.
- **Section 2.** Evaluations will be completed annually and will be based upon verified and documented knowledge of the employee's performance, and upon the employee's job description.
- **Section 3.** An employee may appeal his/her evaluation through the grievance procedure.
- **Section 4**. The employee shall be entitled to representation at any point in this process.
- **Section 5**. The form for use in this process shall be illustrated in Appendix 3 of this Agreement. The form shall be established through mutual agreement with PCTA and PSO and will reflect areas of outstanding performance and areas where improvement is needed.

#### Section 6. Performance Review Process.

Where employee deficiencies are identified, the following shall take place prior to implementation of the evaluation process:

- (a) a conference has been held between the employee and Executive Director outlining the steps of the process and the identified deficiencies;
- (b) performance expectations and recommendations for change have been clearly stated and recorded;
- (c) a program of assistance has been mutually developed;
- (d) the employee has progressed through the stages of the program on a time schedule to which the parties have mutually agreed.

Should the above outlined process not correct the deficiencies, the evaluation process shall be instituted as follows:

- (a) a meeting shall be held between the employee and supervisor;
- (b) deficiencies shall be clearly stated in writing;
- (c) the program of assistance, including timelines, shall be clearly delineated in writing by the employee's supervisor;

- (d) possible consequences or actions to follow shall be clearly stated to the employee by the supervisor;
- (e) the employee will be given a copy of the evaluation form to sign. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge agreement with the evaluation. The employee may attach a reply to the written evaluation.

#### **ARTICLE 43. REOPENERS**

Article 33 will reopen annually. PCTA and PSO may also reopen additional articles during the term of the Agreement, if mutually agreed.

#### **ARTICLE 44. DURATION**

This agreement shall be effective August 1, 2017 through July 31, 2020. This Agreement is made and entered into on this 20th day of October, 2017.

#### PINELLAS CLASSROOM TEACHERS ASSOCIATION

BY

Mike Gandolfo, President

#### **PINELLAS STAFF ORGANIZATION**

BY

Angela Dawson, Chief Negotiator

# PCTA-PESPA STAFF ACTIVITY AND EXPENSE REPORT

# Staff Pay Period

DATE	ACTIVITY/EXPENSE	MILEAGE	EXPENSE	PCTA DIRECT BILL	AMOUNT

STAFF SIG	GNATURE	TOTAL MILES
PRESIDENT/EXECUTIVE DIRECTOR		
_	1	@ Current IRS Rate\$
ACCT#	\$ AMOUNTS	EXPENSES \$
		TOTAL MILEAGE/EXPENSES \$

# **PCTA SENIORITY LIST**

<u>Associate</u>	Seniority Date
Robin Haines	03/05/07
Kathleen Madera	09/29/14

<u>Professional</u>	Seniority Date		
Elizabeth Premo	01/20/14		
Thomas Lentz	02/25/16		
Rosemary Scalzo	03/11/16		
Don Manly	03/11/16		

# PCTA JOB PERFORMANCE REVIEW UNDER CONTSTRUCTION

# Official Grievance Form

Name(s):	
Home Address:	
Home Phone:	Office Phone:
A. Date Cause of Grievance Occurred:	
B. Relates to Article(s) of Contract:	
C. Statement of Grievance:	
D. Relief Sought:	
(Signature)	
Date:	
E. Disposition of Executive Director:	
-	
-	
(Signature)	
Date:	
cc: PCTA PSO Files Grievant	