

**SRP CONTRACT UPDATES
MUTUAL PROPOSAL
August 29, 2024**

**ARTICLE III
SECTION A**

6. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. ~~A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said material shall be sent to the Union office at the same time they are sent to the Board members. The agenda and all supporting data will be provided on the District agenda management system.~~

11. ~~The Union will distribute a copy to each employee covered by this Agreement. The agreement to each employee covered by this Agreement at each worksite. The Board and Union agree, following ratification, that all Agreements and addenda will be available on the Board's and Union's respective websites. The Board and Union will each be responsible for the printing of the number of copies of the Agreement they wish to order, by a vendor of their choice.~~

SECTION B

(Effective July 1, 2023, the practice of payroll deduction was suspended by act of the legislature)

1. Upon authorization by any SRP, the Board agrees to deduct at no cost to the SRP the amount of dues certified by the Union as the amount required and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving the signed authorization form attached as Appendix A of this Agreement.

**ARTICLE VI
SECTION B**

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf. This means that the Union has the right to file grievances in its own name when the grievance alleges a violation, misinterpretation, or misapplication of this Agreement.

**ARTICLE VII
SECTION B**

2. A SRP who desires to apply for any such vacancy shall ~~file his/her application with the contact person named in the notice in the manner specified;~~ apply through the District's online application portal.

SECTION E

8. ~~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.~~

SECTION I

11. HB 349 of the 1999 Florida Legislature, Florida Statute 1003.01 requires the district to provide ~~240~~ 250 days of instruction for students in the district's Juvenile Justice Programs. In order to provide these additional services to students in such programs, additional days must be provided for SRP beyond their regular contracts. Therefore, SRP assigned to such programs will have the following additional rights:

SECTION P

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, School Board facilities, 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 S

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.~~
15. Administration of Medications and Medical Procedures
 - a. **Medications and Routine Medical Procedures** - SRP (other than Health Clinic 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 Clinic 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.

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 T

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.

ARTICLE VIII

SECTION B

1. Sick Leave

i. Sick Leave hours accrued shall be reported on each salary ~~warrant stub~~ statement.

m. 2) Eligibility begins with the first day the SRP (recipient) is absent and has no accrued paid days. Transferred days requested will be applied consecutively beginning on the first day of eligibility. The request must be filed with the ~~Department of~~ Office for Human Resources and Educator Quality no later than the last day of the next pay period immediately following the pay period in which the first day of eligibility occurred.

ARTICLE IX

SECTION B

2. Absence from work related to an injury/illness-in-the-line-of-duty during the school year in which the ILD occurred shall not cause a SRP who is otherwise eligible and is drawing Workers' Compensation benefits to lose credit for seniority, ~~step salary~~ increases, insurance benefits, or contributions to the Florida Retirement System.

SECTION E

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with ~~Arthur J. Gallagher and Company and~~ the pertinent insurance carriers for the duration of this Agreement. Any SRP who has any claim under provisions of said policy may file such claim with the Board. The

Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.

ARTICLE XI

SECTION A

3. Employees shall be reimbursed for the use of a privately owned vehicle for official travel at the Internal Revenue Service's published business mileage rate in effect at the start of the District's fiscal year on July 1st. The regular salary Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued.

5. Upon ratification, SRP providing instruction for a teacher absent from the classroom shall be paid his/her regular hourly rate plus a \$2.00 per hour differential or the regular substitute rate of pay, whichever is greater, in increments of fifteen (15) minutes or more, rounded to the nearest fifteen (15) minute interval, for the period of time in which he or she provides instruction. Administrator pre-approval is required for this additional compensation to be paid.

SECTION D

Effective June 30, 2018, no SRP or retiree will be permitted to begin receiving an early retirement benefit under this section. Any SRP or retiree already receiving a benefit under this section will continue to receive any benefit to which he/she is entitled.

1. ~~Effective January 1, 1997, the Board shall provide an early retirement benefit for all SRP bargaining unit members. To qualify for an early retirement benefit, prior to June 30, 2018, the SRP bargaining unit member must meet the following criteria:~~
 - a. ~~are fifty (50) years of age or older at the time of retirement,~~
 - b. ~~have twenty-five (25) or more years of creditable FRS service,~~
 - c. ~~have reached the final step on his/her salary schedule,~~
 - d. ~~have completed twelve (12) years of Pasco service, the last ten (10) of which must be Pasco continuous service, and~~
 - e. ~~have retired under the Florida Retirement System (FRS) Defined Benefit Plan (Pension Plan) or who retires with any vested benefit in the Defined Benefit Plan (Pension Plan). Qualifying SRP who choose to retire early on or after July 1, 2001, will receive the early retirement benefit in accordance with the following:~~
 - f. ~~SRP who are at least fifty (50) years of age but less than fifty-five (55) years of age at the time of early retirement will receive an amount equal to thirty-five percent (35%) of the unreduced FRS retirement benefit. The unreduced FRS retirement benefit is calculated using the premise of the SRP being sixty-two (62) years of age at the time of retirement.~~
 - g. ~~SRP who are at least fifty-five (55) years of age but less than sixty-two (62) years of age at the time of early retirement will receive an amount equal to one hundred percent (100%) of the difference between the unreduced FRS benefit and the reduced FRS early retirement benefit.~~
 - h. ~~At the time of early retirement, if the early retirement monthly benefit has a single sum value (present value) of less than five thousand dollars (\$5,000) as of the date the early retirement monthly benefit is first effective, then the Board will provide a one-time lump sum payment equal to the single sum value (present value) of the early retirement monthly benefit.~~
 - i. ~~In lieu of the above, for any employee meeting the above eligibility criteria and who has out-of-state service, or any other qualifying service, and is eligible to purchase such service according to FRS rules and regulations, the Board may purchase such service if the purchase of such service would total thirty (30) years and entitle the employee to full retirement under FRS. It is clearly understood that the Board shall provide the monthly benefit or out-of-state service, or any other qualifying service, whichever is more economical for the Board.~~

SECTION F

5. Any employee hired or rehired on or after January 1, 2014, will not be eligible for the benefits provided for in this section. Any employee hired prior to January 1, 2014, will continue to be eligible for the benefits provided for in this section.

END OF CONTRACT UPDATES

Pam Reed
For the Board

August 29, 2024
Date

Lyndell Cavall
For the Union

8-29-24
Date