

**SCHOOL POLICE
BARGAINING UNIT
COLLECTIVE BARGAINING
AGREEMENT**

between the

**SARASOTA COUNTY
SCHOOLS POLICE
ASSOCIATIONS-
SCSPA, IUPA LOCAL 6046**

and the

**SCHOOL BOARD
of
SARASOTA COUNTY, FL**

July 1, 2019 – June 30, 2022

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ARTICLE 1 – RECOGNITION

- A. The School District hereby recognizes the International Union of Police Associations, AFL-CIO ("IUPA") as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1954 granted by the Public Employees Relations Commission on March 14, 2019, comprised of all sworn law enforcement personnel of the Sarasota County School Police Department in the following classifications: School Resource Officer, excluding all other employees of the Sarasota County School District.

ARTICLE 2 – DEFINITIONS

ADDRESS	The address of an employee provided by him/her to the Board.
ADMINISTRATOR	An employee of the Board, not in the Union bargaining unit, who is assigned administrative or supervisory responsibilities and is so defined.
BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
CAFETERIA PLAN	A Board-provided, negotiated benefit plan that includes multiple options for the employee.
COST CENTER	Each individual work site for which the Sarasota County School Board is responsible.
DAY	A duty day of an employee of the Board, unless otherwise indicated in the Agreement.
DEPARTMENT	Sarasota County Schools Police Department.
DOE	Florida State Department of Education.
EMPLOYEE	A member of the bargaining unit as defined in Article 1, unless otherwise indicated.
FULL-TIME EMPLOYEE	An employee who is regularly scheduled to work 20 or more hours per week.
JOB CLASSIFICATION	A common grouping of job descriptions within a particular department.
NORMAL PAY	The employees’ current lane for his/her normal work year. Extra duty days, summer school, overtime time and supplements are not considered part of an employee’s normal pay.
NORTH COUNTY	Any school or work site located north of North Creek.

PARTIES	Includes both the School Board of Sarasota County, Florida, and Union (Sarasota County Schools Police Association SCSPA, IUPA Local 6046).
PERC	The Florida Public Employees Relations Commission.
REGULAR PART-TIME EMPLOYEE	An employee who is regularly scheduled to work fewer than 20 hours per week.
REGULAR WORK WEEK SCHOOL CALENDAR	The regular work-week shall be Monday through Friday The School Calendar as adopted by the Board. The Board will designate nine unpaid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union.
SOUTH COUNTY	Any school or work site located south of North Creek.
SUPERINTENDENT	The Superintendent of Schools or his/her designee.
UNION	International Union of Police Associations (IUPA) Local 6046, Sarasota County Schools Police Association.
WORK YEAR	The work year for employees covered under this contract will be 10 months unless otherwise stated in this Agreement.

ARTICLE 3 – SCOPE OF BARGAINING AND REPRESENTATION

A. Scope

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

B. Procedures

The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of employment of the employees.

C. Agreement

1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board at a regularly scheduled meeting.
2. This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

4. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements shall contain a clause providing that after execution of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.
5. Each party shall bear the full cost of its participation in arbitration hearings. Time spent during work hours by employees on behalf of themselves or the Union for collective bargaining sessions or the grievance process, including pre-disciplinary meetings, shall be without loss of salary and fringe benefits. Both parties agree to schedule such activities to interfere as little as possible with the students' day so that employees, on behalf of the Union, can attend necessary meetings and negotiation sessions when required by law (including, but not limited to, *Weingarten*, *Garrity* and *Loudermill* proceedings).

D. Resolution of Impasse

1. Mediation

In the event that an impasse is reached by the parties during the course of negotiations, the parties may agree to direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dispute, either party may request a mediator from PERC.

2. Special Master

Use of a Special Master shall be in accordance with applicable law.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

- A. The School District and the Union agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and that this Agreement represents all items agreed to and that no additional negotiations, unless stipulated in this Agreement, will be conducted during the life of this Agreement except by mutual consent of the Parties.
- B. This Agreement constitutes all agreements between the Parties for the term of this Agreement and the School District shall carry out the commitments contained herein and give them full force and effect as District Policy.
- C. The Parties agree that this Agreement and negotiated modifications thereto shall remain in full force and effect until such time a successor Agreement or further modification to this Agreement is either mutually agreed upon via the bargaining process or is resolved and implemented pursuant to the procedures in Section 447.403, Florida Statutes.

ARTICLE 5 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or

portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 6 – UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

The Board agrees to furnish to the Union, in response to applicable requests, all available information in accordance with Florida Public Records Law.

B. Union Meetings and Activities

1. The Union's Negotiating Committee, not to exceed three persons at any given time, shall be granted release time for attending contract negotiations. IUPA will reimburse the board for all released days at the appropriate hourly rate of the released employee's rate of pay.
2. The Union reserves the right to request to hold meetings at School Board facilities/work locations upon 24-hour notification (except in the cases of emergency) and approval by the principal/supervisor. Standard building use fees will apply.

C. Union Activities at Work Locations

Union representatives shall have access to any school or facility for the purpose of enforcing this Agreement consistent with applicable statutes.

D. Inter-School Mail

Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material.

E. E-mail and Computer Access

The Employer may provide access to the Board's electronic mail delivery system to the Union as a means of communications with the employees upon approval of the Superintendent or his/her designee.

F. Bulletin Boards

The Employer shall allow access to existing bulletin boards in all lounges for the purpose of posting Union information.

G. The Union and the Board shall conduct new employee orientation programs at mutually agreeable times.

H. Parking

Under normal circumstances, employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.

I. Right to Representation

1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other management official unless the employee is advised that such a meeting is for the purpose of discussing

discipline or potential discipline, and the employee is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.

2. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
3. The Board agrees to notify both the Union and the employee of any meeting relative to Article 22/24 at least 24 hours in advance of said meeting except in cases of emergency. Union board members shall be allowed to attend said meetings, without loss of pay, if a union attorney or business agent cannot attend so long as it does not place an unreasonable burden on the Police Department.

J. Subcontracting

Work normally performed by bargaining unit members during their work day will not be subcontracted unless in emergency situations.

K. Committee Appointments

When the Board or Administration establishes district-wide committees relevant to the terms and conditions of IUPA members recommendations shall be sought from the Union.

ARTICLE 7 – EMPLOYEE RIGHTS

- A. Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

- B. The Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.
- C. No employee shall have disciplinary action taken against him/her because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable State and/or Federal Statutes.
- D. Employee participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure shall be brought to bear to require such participation.
- E. All School Board and Police Department Rules and Policies shall be uniformly administered throughout the bargaining unit.
- F. Probationary Period
1. All employees shall serve a one-year probationary period before becoming regular employees. During the probationary period, employees may be terminated with or without cause.

2. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any written explanation.
3. Probationary employees shall have the right to file contractual grievances (not involving discipline).
4. Employees shall not be permitted to transfer to a job in another department during the first six months of their new position.

G. Post-School Day Meetings

1. Employees shall not be required to attend any meetings after the normal work day other than normally scheduled faculty/staff meetings, in which the school or facility head requires their attendance. Every effort will be made to keep to no more than three times per year.
2. When employees are required to participate in work activities beyond the normal work day, other than a voluntary basis, they will be paid in accordance with the Fair Labor Standards Act.
3. Employees shall not be required to participate in non-work related activities (i.e. charitable or private events) beyond their normal work day.

H. Student Transport

Employees shall not transport students except in accordance with School Board or Police Department Rules.

- I. Public Discipline Except in emergency circumstances administrators shall not discipline employees in the presence of students, parents, other faculty, or staff members.

J. Due Process

1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida Statutes, Chapter 1012.31. Any employee who is recommended for suspension or termination shall be afforded due process in accordance with State and Federal Statutes.
2. If a suspension is deemed necessary because of threat of harm or for the employee's own safety or the safety of others, or for other just cause, s/he may be suspended with pay by the Superintendent until such time as the grievance and arbitration process has been completed and a final decision has been rendered.
3. If termination is recommended by the Superintendent and the School Board is set to make a final determination more than 14 days from the date of the recommendation, the employee will be placed on suspension with pay until the final determination by the School Board.
4. If termination is recommended by the Superintendent and the School Board is set to make a final determination within 14 days from the date of the recommendation, the employee will be placed on suspension without pay until the final determination by the School Board.

- K. All employees who participate, at their own cost and on their own time, in the production of tapes, publications, or other produced educational material, shall retain residual rights should they be copyrighted

or sold by the Board.

- L. Employees with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.
- M. Employees (SROs) shall not be required to sign-in at the front office upon arriving at a school.
- N. There shall be a committee comprised of three (3) Employees designated by the Union, the Chief of Police, the Directors of Principals, the Chief Operating Officer, and a Principal selected by the School Board and approved by the Union, which shall meet at least once every three (3) months during the school calendar year to discuss the climate and culture of School Police Department so as to enhance working relationships and working conditions between school administrators, Employees (SROs), and other School Board Employees. Any decisions arising out of meetings of the committee shall be jointly memorialized by the parties in the form of a memorandum and distributed to all administrators by the Directors of Principals and all School Resource Officers by the Chief of Police and shall be adhered to.

ARTICLE 8 – MANAGEMENT RIGHTS

- A. This article pertains to all members of the Bargaining Unit as assigned within the Police Department.
- B. Nothing in this Agreement shall be construed so as to limit or impair the right of the School District to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement and this Agreement pertains to all members of the Bargaining Unit as described herein.
 - 1. To manage the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.
 - 2. To determine the purpose and functions of the Police Department and its constituent divisions and units.
 - 3. To perform those duties and exercise those responsibilities which are assigned to the School District by federal and state law.
 - 4. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the School District to be necessary for the operation/ improvement of the Police Department, and to select, manage, direct and evaluate all management, administrative and other exempt personnel.
 - 5. To set methods, means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed necessary, practical and feasible by the School District at its sole discretion. This shall not include subcontracting in violation of State and Federal labor laws.
 - 6. To determine and re-determine job content, workload and work force size.

7. To decide the number, location, design and maintenance of the Police Department facilities, supplies and equipment not addressed in this agreement. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the School District.
8. To determine the qualifications of all employees of the Police Department. To examine, hire, assign, transfer and manage all employees of the Police Department.
9. To select managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, and other elements currently being utilized.
10. To discharge, demote or suspend any employee of the Police Department and to take other disciplinary action against such employees, or to relieve such employees from duty, for just cause.
11. To increase, reduce, change, modify or alter the size and composition of the work force in accordance with applicable law.
12. To establish, change or modify the number, types and grades of positions/employees assigned to the Police Department in accordance with applicable law.
13. To determine the extent of operations of the Police Department. To determine when any part of the complete operation shall function or be halted; and to determine when, where and to what extent operations/services shall be increased or decreased in accordance with applicable law.
14. To establish, change or modify employee duties, tasks, responsibilities or requirements.
15. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the School District may from time to time deem best which are not addressed within this agreement and are not mandatory subjects of bargaining.

All other recognized management rights regarding the Police Department and the operations, functions and purposes thereof, which are not in or expressly limited by this Agreement are reserved exclusively to the School District.

- C. The School District has the sole authority to determine and re-determine the purpose and mission of the Police Department.
- D. If it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophes, the provisions of this Agreement may be suspended by the School District during the time of such declared emergency, except monetary provisions.
- E. The selection and assignment of managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- F. The IUPA recognizes that the School District and the Police Department has certain obligations to comply with federal, state and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- G. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining Unit in effect prior to, as well as those issued after the effective date of

this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the School District. Final authority to change, modify or delete any rule, regulation or policy which is not addressed in this agreement or is a mandatory subject of bargaining rests with the School District.

- H. It is expressly understood by and between the parties to this Agreement that the School District shall not be deemed to have waived or modified any of the rights reserved to the School District under this Article by not exercising said rights either in a particular matter or in a particular manner.
- I. Nothing in this Agreement shall limit the School District in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.
- J. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.
- K. In the exercise of the above-enumerated rights, the School District recognizes its obligation to bargain, if the law requires and prior to implementation, over such rights or decisions that alter or modify mandatory subjects of bargaining. For permissive subjects of bargaining the School District recognizes its obligation to bargain, upon demand, over the exercise of management rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of employees.

ARTICLE 9 – CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

- A. The parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered or changed within the confines of this Agreement.
- B. The appropriate administrator shall consult with the IUPA Senior Representative prior to implementation of any change in terms and conditions of employment.

ARTICLE 10 – FAIR PRACTICES

- A. There shall be no discrimination against employees on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status or sexual orientation, outside the school day and school premises.
- B. Neither the Board nor the Union shall discriminate against employees because of membership in the Union.
- C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by this contract. Additionally, employees shall have all of the protections afforded under the Florida Law Enforcement Officers' Bill of Rights (FS 112.531–112.535).
- D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on nondiscrimination on the basis of religion, race, national origin, color, sex, or handicap.

ARTICLE 11 – PERFORMANCE EVALUATION

- A. Staff Evaluation Procedure
 - 1. Each employee shall be evaluated continuously by his/her direct Police Department supervisor to ensure they are meeting the minimum standards. Each employee shall be evaluated no less than annually.

2. All evaluations shall be in written form utilizing the format adopted by the Police Department included in this agreement as Attachment A.
 3. The employee shall sign and date the written evaluation indicating that s/he has read the written evaluation and has had the opportunity of making comment on the evaluation. An employee shall not be required to sign a blank or incomplete evaluation form. If additional space is needed for employee comments, an employee may include an attachment to the evaluation.
 4. Administrative customer service reviews shall not be used as a basis for discipline.
- B. The evaluator shall make one of the following recommendations on each written evaluation:
1. The person be continued in his/her position of employment. Meets all standards.
 2. The person be continued in his/her position of employment but be given additional training in specified areas if all standards were not met.

ARTICLE 12 – SENIORITY

A. Definition and Use

Seniority shall, for the purpose of this Article, be defined as time-in-rank from the employee's swear in date. Where seniority by time-in-rank is equal, total continuous service with the School Board shall be utilized to determine seniority order. If time-in-rank and total continuous service are equal, all of the tie-breaker will be the hire date. If the hire dates are identical, the tie-breaker will be the original application date. If the original application dates are identical, a coin toss will be used to break the tie.

Seniority will be a consideration in assignment of days off and shift assignment. Seniority will be a consideration in the assignment to special duty and promotion.

The employer agrees to provide an updated departmental seniority list to work locations once a year. A copy will be forwarded to the Union via email to an email address designated by the Union in writing. If no protest is made within 30 days, the list shall stand as correct, unless clerical errors are discovered. The most current seniority list shall remain posted at all times in each work location.

B. Loss of Seniority

Seniority shall be severed only by discharge for just cause (following exhaustion of the Grievance and Arbitration Procedure if applicable), voluntary termination, layoff for a period of one year from date of last employment and failure to respond to Notice of Recall.

ARTICLE 13 - SAFETY

- A. The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and

employees understand that the nature of the work exposes them to health and safety risks. The School Board will make a reasonable effort to ensure that its vehicles, equipment, and work environment do not unnecessarily jeopardize employee health, safety, welfare, or place them at risk beyond that normally associated with law enforcement work.

- B. All safety equipment issued by the School Board which is supplied with a manufacturer's recommended replacement date will be replaced by the School Board on, or before, the recommended replacement date. Officers will be issued the needed tools and will be equipped to handle all aspects of their assigned duties.
- C. To the extent possible and within the limitations imposed by the performance of defined job duties, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner. Refusal or failure to follow safety rules and regulations may result in appropriate disciplinary action.

ARTICLE 14 – TRAINING

- A. The School District agrees to provide the proper required training to all bargaining unit members to insure the retention of police certificates.
- B. Additional mandatory training may be initiated by the Superintendent or designee to provide bargaining unit members with the skills and knowledge required to improve job performance.
- C. Attendance at all training sessions is mandatory unless excused by the Superintendent or designee.
- D. For the purposes of this Article, the designee shall be the Chief of Police.
- E. The School District does not require its School Resource Officers to engage in a physical abilities test ("PAT") after being hired. If, during the term of this Agreement, the School District considers the potential institution of a PAT, the Parties recognize that the School District cannot unilaterally implement a PAT and must first negotiate the institution, constitution and implementation of any PAT test with IUPA.

ARTICLE 15 – UNIFORMS, VEHICLES AND EQUIPMENT

- A. The District shall furnish uniform clothing to all bargaining unit members. The uniform shall be worn in the performance of their duties. The District also agrees to replace uniform clothing as reasonably required.
- B. The District shall provide a \$360 annual allowance for the cleaning, maintenance and upkeep of said uniforms. This allowance is payable in \$120 increments.
- C. Clothing allowance payments shall be made on or about October 31st, February 28th and June 30th.
- D. Any part of the uniform clothing initially supplied by the School District, which is damaged or destroyed while an Officer is acting in the performance of his/her official duties, shall be replaced by the School District at no cost to the Officer, provided the same is not the result of his/her negligence.

Such claim of loss must be supported with reasonable proof.

- E. The Union acknowledges that officers will be held to a high standard with respect to the wearing of uniforms that the District reserves the right to discipline for inappropriate appearance.
- F. The District will provide each Officer with a two-way portable radio in good working order, and an extra radio battery.
- G. The District agrees to reimburse a bargaining unit member for damage/loss to personal property when said property is an item necessary to perform his/her duties such as a watch, eyeglasses, etc. in the sum up to \$150.00 for each occurrence. Request for reimbursement shall be in writing with documentation of the loss/damage and the cost to repair or replace the item.
- H. Regional Response Officers: The Parties recognize that Regional Response Officers have different duties than Officers assigned to a particular School, and that Regional Response Officers are often required to: 1) report to different schools on different workdays, 2) travel between schools during the span of a single workday, and 3) transport evidence from a School in their jurisdiction to the School District Headquarters for preservation and storage. In light of Regional Response Officers' performance of the aforementioned duties, each Regional Response Officer in the bargaining unit shall be provided with a Sarasota Schools Police vehicle, which they may park at the school closest to their residence, on the most direct route to and from work, so that they may access said vehicle for their workday.
- I. Uniforms and Equipment Advisory Committee: The Police Department and Union shall establish a three (3) member Uniforms and Equipment Advisory Committee. The Committee shall be comprised of one (1) Union-designated member of the Police Department; one (1) management-designated member of the Police Department; and one (1) mutually-selected member of the Police Department by the other two members. The Committee's function will be to offer recommendations relative to additions, deletions, purchasing and uniformity in the Department's Uniform and Personal Equipment. The Committee shall meet bi-annually (in July and December) or as often as necessary, whichever is more frequent. The recommendations will be channeled through the Chief of Police. Any recommendations made by the Uniform and Equipment Advisory Committee will be advisory in nature and given proper its proper weight by the Police Department. The Police Department will apprise the Uniform and Equipment Advisory Committee whenever major changes to Uniform and Personal Equipment are anticipated.

ARTICLE 16 – PROMOTIONS

Promotions will be done in accordance with the General Order 9.4, in effect at the time of ratification of this agreement as approved by the School Board.

ARTICLE 17 – LAYOFFS

- A. In the event of a reduction in force the Chief will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:
 - 1. Seniority.

2. Training /Certifications/Qualifications.

3. Employee's disciplinary record.

As between two (2) employees, if numbers two (2) and three (3) above are relatively equal, then seniority shall prevail. For purposes of this section, seniority shall mean date of hire in the classification of a sworn officer in the law enforcement division. If dates of hire are the same, then the date of the employees' applications will be utilized.

B. Recall

Laid off employees shall remain on a recall list for 2 years. Employees shall be called back from lay off according to seniority. A laid off employee has (7) seven calendar days to accept an offer of recall or the employee's name will be removed from the recall list.

ARTICLE 18 – PERSONNEL RECORDS

- A. The School District agrees that all official personnel records shall be kept confidential to the extent provided by law. As it relates to Law Enforcement Officers, all personal information (including the employees' address) shall be redacted and kept confidential from any public records request in accordance with Florida Law. There shall be three (3) official files: one personnel file located at Human Resources; one personnel file located at the Police Department; and one Internal Affairs file located at the Police Department.
- B. The School District agrees that a bargaining unit employee shall have the right to inspect his/her personnel record and that no record(s) shall be hidden from a member's inspection. A bargaining unit employee shall be entitled to one (1) copy of their personnel and Internal Affairs file per year at no cost to the employee.
- C. The School District agrees that a member shall have the right to include in his/her official personnel or Internal Affairs record a written and signed refutation of any material s/he considers to be detrimental within ten (10) working days of the member's receipt or discovery of the refuted material.

ARTICLE 19 – TRAVEL ALLOWANCE

- A. The employee shall receive a mileage reimbursement in accordance with applicable State and Federal Statutes or School District Policy while using his/her personal vehicle for authorized School District Police Department business. This includes travel for authorized training as well as required travel during the workday. In the event the School District sets any higher rate of reimbursement for any School District employee, then the School Police Officers shall receive the same higher rate of reimbursement.
- B. Any Officer required to travel out-of-county as authorized by the Chief of Police, who is eligible to receive a per diem travel stipend shall be paid that per diem stipend in accordance with School Board Policy.

ARTICLE 20 – PAID LEAVES

- A. Bargaining unit employees shall receive the same paid leave benefits afforded to the classified employees bargaining unit (current PERC Certification #468) including, but not limited to: sick leave, personal days, holidays, and vacation.
- B. COVID DAYS

1. Employees will be given up to 20 Covid days which will not be charged to paid sick leave during the 2020-21 school year, while on School Board or DOH imposed Covid-19 quarantine. The Board retains the right to require Covid-19 testing of any employee utilizing these days. Employees experiencing Covid symptoms will be required to take a Covid test and will be entitled to these days only upon receipt of a positive result or as required by federal law.
2. Employees must first exhaust the 10 days provided under the Federal Emergency Paid Sick Leave Act, where applicable. These 10 days will be counted in the 20-day total.
3. The parties agree that, wherever possible, employees will work remotely from home during a short-term Covid-19 quarantine and when so doing will be considered in active duty status during this time.
4. An employee who assists a student that has a medical mask exemption with activities of daily living (as indicated in the child's IEP) and who becomes quarantined due to the student's quarantine will be given unlimited Covid days for mandatory quarantine(s).
5. This provision will expire at the end of the 2020-21 school year unless specifically extended by the parties in writing.

ARTICLE 21 – UNPAID LEAVES OF ABSENCE

- A. Bargaining unit employees shall receive all of the same unpaid leave benefits afforded to the classified employees bargaining unit (current PERC Certification #468) including, but not limited to:
1. Study/Professional Improvement Leave
 2. Medical Leave
 3. Family and Medical Leave Act (FMLA) Leave
 4. Maternity Leave
 5. Worker's Compensation
 6. Political Leave
 7. Childcare Leave
 8. Personal Leave
 9. Military Leave

ARTICLE 22 – GRIEVANCE AND ARBITRATION

A. Definitions

1. The “grievant” is an employee, a group of employees, or the Union filing a grievance.

2. The Union retains the right to file a grievance on any misapplication of this Agreement.
3. A “Grievance” shall be defined as a dispute involving a violation, misinterpretation or misapplication of any of the provisions of this Agreement or the practices and policies affecting wages, hours or working conditions. The grievance procedure below shall be used for the settlement of said disputes.

B. Procedures

1. Informal

This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to step one of the formal procedure.

If the grievance is one which the cost center head does not have the authority to resolve (including but not limited to disciplinary actions), the grievant or Union may file the grievance directly at the level where the responding School District representative has such authority.

2. Formal Step One

If the grievant is not satisfied with the disposition of the grievance at the informal level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Associate Superintendent, Chief or his/her designee no later than ten working days after the response was received at the informal level or within twenty (20) working days if the informal step is not utilized. The Associate Superintendent, Chief or his/her designee shall submit his/her written response to the step one grievance no later than ten working days following the step one meeting.

3. Formal Step Two

If the grievant is not satisfied with the disposition of the grievance in step one, s/he may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten days after the written response was received in step one. The Superintendent, or his/her designee, shall submit a written response no later than ten working days after the step two meeting. Should the response be a rejection of the grievance, the Superintendent, or his/her designee, will summarize his/her reasons for so ruling.

4. Step Three (optional)

Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the step two written decision. The mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions, which are recommended at this level, may not be utilized at an arbitration proceeding by either party.

5. Step Four

If the grievant is not satisfied with the disposition of the grievance in step two or three, s/he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than 30 working days after the receipt of the decision in step two or three.

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. An employee may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
 - a. the adjustment is not inconsistent with the terms of this Agreement, and
 - b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons, shall automatically extend the time limits equal to the number of days of such absence.
3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until s/he has issued his/her findings on the question of arbitrability.
5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.
6. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at step three (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to step four.
7. Any relief granted prior to step two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to step three or step four, if appropriate. Any relief granted prior to step two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.
8. The parties shall share the costs of transcripts if so desired by the parties.
9. The informal step and steps one of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to step two.

10. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XIX-A (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations as contained in Article IV-A (Union Rights, Privileges and Obligations, Employer Information).
11. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.
12. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties. When an individual who is not being represented by the Union in the arbitration is the party in the grievance, the individual will bear the responsibility of half of the costs.
13. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement. Conversely, if an employee files a grievance challenging the proposed termination of his/her employment, and requests arbitration following a step two determination, this shall waive the employee's right to contest the proposed termination before the Division of Administrative Hearing (DOAH) of or the School Board.
14. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel files.
15. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superintendent or his/her designee.
16. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance will be considered to be automatically advanced to the next step of the grievance and arbitration process as described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance will be denied. (Such denial will not establish past practice on the matter at hand.)
17. The Union will be considered to be a party with standing in any grievance upon its request.

ARTICLE 23 - NO STRIKE

- A. The IUPA and the School District agree that Sections 447.505 and 447.507, Florida Statutes, shall govern their relations regarding the prohibition of strikes.

ARTICLE 24 – DISCIPLINE

- A. Scope of Article

1. This article covers actions involving written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
 2. Disciplinary action may not be taken against an employee except for just cause.
 3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.
- B. Disciplinary action shall be governed by the officer bill of rights.
- C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that proposal.
- D. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.
- E. The Chief of Police may involuntarily reassign to other schools, retraining, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
- F. Previous charges or actions that have been brought forth by the administration may be cited against the employee. All previous charges or actions must have been shared with the employee.
- G. Progressive Discipline
1. The discipline, including but not limited to dismissal, demotion, and suspension of any employee shall be for just cause.
 2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the Chief to the Superintendent of Schools, then to the School Board. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:
 - a. Written reprimand filed in personnel and site files.
 - b. Suspension with or without pay.
 - c. Dismissal.
- H. The Parties agree that Sarasota County Schools Police Department General Order 12.2, Section IV(C) applies in terms of the duration of time for which a discipline can be considered. Discipline beyond the specified window of time will not be subject to consideration in regard to subsequent discipline beyond that window of time.
- I. During the pendency of an investigation into an allegation of wrong-doing on the part of an employee, the employee may be placed on administrative leave with pay if reasonably required by the circumstances.
- J. An employee who fails to return to duty for each of the first three work days of a new school year and who fails to notify his/her cost center head of his/her intentions will be considered to have abandoned his/her job and may be terminated.

ARTICLE 25 - INTERNAL INVESTIGATIONS

A. All internal investigations, interviews and questioning of employees shall be conducted in conformance with the Florida Law Enforcement Officers' Bill of Rights, Florida Statutes 112.531 – 112.535.

ARTICLE 26 – TERMINAL PAY FOR ACCUMULATED SICK LEAVE

A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death multiplied by those percentages as outlined in Florida Statutes 1012.61(2) and 100% of the employee's accumulated sick leave days unless changed by future negotiations or law. The employee must leave the employment of the School Board directly into the Florida Retirement System in either early or normal retirement status.

ARTICLE 27 – LOCAL RELATIONSHIPS

A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this Agreement. However, no changes to personnel policies and procedures, which are mandatory subjects of bargaining, shall be unilaterally implemented unless negotiated accordingly.

ARTICLE 28 – WAGES

A. General Base Wage Increase

1. On July 1, 2019, all employees in the bargaining unit will move to an eight-hour day which results in a wage increase of 6.67%.
2. All active Employees in the bargaining unit as of the date of ratification shall receive a three (3%) wage increase to the base pay retroactive to July 1, 2020.
3. The Parties agree to reopen this Article for the purpose of negotiating the wage increase for bargaining unit members for the July 1, 2021 – June 30, 2022 fiscal year.

B. Retention and Experience Incentive Pay

On July 1 of each year, if a bargaining unit employee has completed a year of service (1/2 of the work year plus one day) they will receive a .5 % retention increase to his/her base rate of pay, in addition to any other wage increase set forth in this Agreement.

ARTICLE 29 - PROBATION

- A. Any bargaining unit member who submits his/her resignation will be permitted to continue his/her employment for the one (1) week notice period or be paid for the one week in lieu thereof at the discretion of the Chief of Police.
- B. Employees who are new in the system shall be considered probationary for the first (1st) twelve (12)

months after certification or date of employment, if certified. During such probationary period, the employee may be terminated without just cause. A probationary employee may not grieve a disciplinary action.

ARTICLE 30 - DUES DEDUCTION

- A. Upon receipt of a lawfully executed written authorization form from an employee, the School District agrees to deduct the current regular association dues once each month and remit such deductions to the duly designated treasurer of the TIJPA within fifteen (15) working days from the date of deduction. The IUPA will notify the School District, in writing, thirty (30) days prior to any change in the regular TIJPA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.
- B. Any employee may, at any time, revoke his dues deduction and shall submit such revocation form to the School District's payroll division with a copy to the association.
- C. The IUPA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members.
- D. The TIJPA agrees to indemnify and hold the School District harmless against any and all claims, suits, orders and judgments brought and issued against the School District as a result of any action taken or not taken by the School District on account of payroll deduction of IUPA dues.
- E. The School District will provide such payroll deduction services at an annual cost of one dollar per member.

ARTICLE 31 - WORKDAY

- A. Work Week: The regular work week shall be Monday through Friday, unless otherwise indicated in this Agreement.
- B. Work Day: The normal work day and work week for the purpose of pay for bargaining unit employees will be 8 hours per day and 40 hours per work week.
- C. Lunch: A bargaining unit employee may be required to work during his/her lunch period due to the safety sensitive nature of his/her position as a School Resource Officer ("SRO"); accordingly, SROs' shall have no loss of pay for their lunch periods, which shall be paid. In the event a SRO is required to work through his/her lunch break, all reasonable efforts shall be made to give the SRO no less than one fifteen (15) minute break per shift.
- D. Overtime:
 - 1. SROs shall be paid at the rate of one and one-half times their regular hourly rate for hours worked in excess of 40 hours a week. SROs who have had unpaid or unauthorized leave shall not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours worked exceed 40 hours. Hours worked on a designated paid holiday shall be paid at one and one-half times the regular hourly rate in addition to the SRO's regular pay.

2. All hours in excess 40 hours per week must be paid at the overtime rate and shall not be banked.
3. No bargaining unit employee shall be required to work overtime, except in emergency situations.
4. Overtime assignments shall be voluntary. All opportunities for overtime shall be offered to SROs pursuant to a voluntary overtime list, which is arranged by seniority – the most senior SRO who has volunteered for the overtime list listed first, the second most senior SRO thereafter, and so forth in order by seniority from most senior SRO to least senior SRO who has volunteered for the overtime list. Overtime assignments shall be offered to SROs on the list by rotation.

Example: If there's an overtime assignment requiring two (2) SROs to staff the assignment, and the overtime list is being used for the first time, SROs #1 and 2 on the list would be offered the assignment first. If SRO #1 wants the assignment, but SRO #2 does not want the assignment, SRO #3 on the list will be offered the assignment. If SRO #3 accepts, SROs #1 and #3 will work the overtime assignment together.

Then, the next time there is an overtime assignment, it would be offered to SRO #4 on the overtime list if only one (1) SRO is needed to work the assignment. If, for example, three (3) Officers are needed to work the overtime assignment, SRO #4, 5, and 6 would be offered the assignment first. If, for example, SRO #4, 5, and 6 decide that they do not want to work the assignment, SRO #7, 8, and 9 would then be offered the overtime assignment, and so on and so forth until three (3) SROs have agreed to work the assignment.

5. When an employee works an extracurricular school event, the employee shall receive a minimum of two hours pay for the assignment, paid at the SRO's regular hourly rate and any applicable overtime rate if this in excess of the 40-hour work week.
 6. The School District agrees that before contracting with any outside law enforcement agency or officer for extracurricular school functions, the SROs who are assigned to work at the high schools, middle schools, and elementary schools in the school district shall have the first right of refusal to work an extracurricular school function taking place at his/her assigned School. If one or more of the SROs from the assigned school decline the work assignment, the work assignment will be offered in rotating order of seniority according to the overtime list. Only thereafter, may the school district contract with an outside law enforcement agency or officer for extracurricular school functions.
- E. Summer School/Summer Learning Academy: An SRO cannot be mandated to work Summer School/Summer Learning Academy. When an SRO is assigned to work during the regular school year at a school that offers Summer School/Summer Learning Academy, he/she shall have the first right of refusal to work the Summer School/Summer Learning Academy at that school. If an officer declines the opportunity to volunteer to work Summer School/Summer Learning Academy, the opportunity to volunteer will then be offered by seniority from most senior to least senior until the officer staffing at each Summer School/Summer Learning Academy is complete.
- F. When an employee returns to work on other than his/her regularly assigned shift, the employee shall

receive a minimum of two hours pay at his/her regular hourly rate and any applicable overtime rate if this in excess of the 40-hour work week.

G. Employees shall be paid in accordance with the Fair Labor Standards Act.

H. Emergency Situations:

The Board reserves the right to alter the previously approved District calendar in cases of emergency. During a 24-hour emergency the Superintendent may choose to furlough certain groups of employees as necessitated by the circumstances. Any employee furloughed under this provision will receive compensation based upon the emergency pay plan approved for that incident.

The Superintendent may also designate certain employee groups as “operationally essential” and require those so designated to work during the incident. In cases where operationally essential employees work on a normally scheduled duty day, they will receive their normal hourly rate of pay. If work occurs on a non-duty day, they will receive the appropriate rate of pay including any applicable overtime pay.

I. Leave accrual and utilization, including but not limited to sick, holiday, and vacation, will be based upon the length of an individual employee’s normal scheduled workday.

J. Off-Duty Details: Currently, the School District and Police Department has no Off-Duty Details and, therefore, no Off-Duty Detail Policy or Procedure. Should the School District or Police Department anticipate implementing an Off-Duty Detail program, they shall immediately engage in negotiations with the IUPA to discuss all applicable provisions including, but not limited to, rate of pay, minimum hours, insurance, employee/ contractor status, uniforms and equipment and assignment.

No Off-Duty Detail may be assigned or engaged until all provisions are mutually agreed upon by the IUPA and School District/Police Department; this includes any mandatory Off-Duty overtime.

ARTICLE 32 - ON-CALL, CALL-BACK AND COURT APPEARANCES

A. Call-Back.

A Unit employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

B. Court Appearances.

If a Unit employee is called in to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

ARTICLE 33 – DRUG TESTING

A. The Chief and Union agree to drug testing of bargaining unit employees that complies with the standards outlined in General Order 12.6, in effect at ratification of this agreement.

- B. All special risk employees certified under Chapter 943, Florida Statutes, are subject to random drug testing. Random testing shall be once per month by the School Board. No more than 5% of the eligible employers shall be selected. Employees shall not be tested more than once per calendar year.

ARTICLE 34 – EMPLOYEE ASSISTANCE PROGRAM

- A. The School Board shall offer the Employee Assistance Program (EAP) offered to all other represented employees of the district, which shall guarantee the anonymity of the employee.
- B. This program shall include, but not be limited to, counseling for the following:
 - 1. Drug Abuse
 - 2. Alcohol Abuse
 - 3. Family Counseling
 - 4. Financial Counseling
 - 5. Psychological Difficulties
 - 6. Smoking/Nicotine Products
- C. An Employee who seeks assistance through EAP shall not be retaliated against in regard to his/her employment.
- D. Any assistance sought through EAP prior to a disciplinary action related to said qualified counseling may be used as a mitigating factor in the evaluation of just cause.

ARTICLE 35 – EFFECT OF AGREEMENT

- A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, or practices which are contrary to or inconsistent with the terms of this Agreement.
- B. An individual contract, which is executed during the term of this Agreement between the Board and an employee, shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause, to the extent possible, providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.
- C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor Agreement is ratified by the parties.
- D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the parties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless those terms are incorporated into a subsequent Agreement.

ARTICLE 36 - ENTIRE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the School District and the Union, for the life of this Agreement, and unless otherwise specified, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor Agreement.

- B. This Article does not waive the Union's rights to bargain over changes in mandatory subjects of bargaining and the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 37 - OCCUPATIONAL SAFETY AND HEALTH

- A. Within 30 days of Ratification of this Agreement, the parties agree to establish a joint committee at both the School Board level and site level.
- B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and the corrective action desired. The School Board/Union Committee will investigate the matter, and if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.
- C. The District Committee shall consist of three Union members, an IUPA designated SRO and two administrative members at each level (Elementary, Middle, High School) and the chair shall rotate monthly.

ARTICLE 38 - BENEFITS

- A. Group Health Insurance
 - 1. The district shall provide employees with the same group health insurance benefits (including, but not limited to, premium payments, copays, and deductibles) as those provided to all other represented employees of the district who are in a certified unit. This insurance shall be provided to all full-time employees.
 - 2. The Health Benefit Plan document (the “Plan”) is available at the Risk Management Office. In addition, Summary Plan Documents (SPD) is available to Employees on the District website. (Additional copies of the SPD’s are available to Employees by contacting the Risk Management Office.)
 - 3. Plan Benefits: Each year, prior to the annual enrollment period, employees will receive enrollment information that will outline the benefits offered for the next calendar year. Information relative to specific health insurance benefits and limitations will be updated regularly and contained in the SPD. In the event there is a conflict between the provisions of the collective bargaining agreement and the SPD, the agreement shall control.
- B. Group Health Insurance Premiums
 - 1. Employee Coverage: The Board shall provide and fully fund (100% District paid) comprehensive health insurance as defined in the SPD for all eligible employees covered under this section.
 - 2. Dependent coverage: Employees selecting dependent coverage pursuant to (SPD) shall be responsible for the payment of premiums as set on annual basis. Premiums are effective January 1 and will be adjusted each year during the term of this Agreement pursuant to an actuarial recommendation.
- C. Annual Premium Adjustment: Each year, prior to the enrollment period, the health insurance premiums shall be set to ensure that the rates are actuarially sound and meet any and all federal, state and other requirements. Premiums for dependent coverage, set for the fiscal year, will begin effective January 1. The premiums may increase annually.

- D. Premiums will be collected one month prior to the effective date of coverage.
- E. Plan Specifications: Health insurance benefits (including, but not limited to, premium payments, copays, and deductibles) shall be the exact same as those provided to all other represented employees of the district.
- F. This Article is subject to yearly re-openers including the selection of providers.
- G. Worker's Compensation: The School Board will provide Worker's Compensation insurance for all employees as outlined in state statutes.
- H. Cafeteria Plan: The School Board will provide to each employee, at no cost, the following benefits:
 - 1. Life Insurance - \$50,000 for each employee
 - 2. Disability Insurance – 60% of salary after a 90-day elimination period, maximum of \$4,000 per month
 - 3. Dental Plan – Panel plan for employee
 - 4. Vision Plan - for employee
- I. Optional Cafeteria Plan: The School Board will provide the following cafeteria options which each employee will pay for if they choose any individual option:
 - 1. Dental Plan – dependents
 - 2. Vision Plan – dependents
 - 3. 401(k) Plan – employee
 - 4. Medical Reimbursement Account employee and dependents
- J. Either party may re-open negotiations if costs exceed present School Board contributions for benefits.
- K. If an employee elects to contribute for dependent medical care coverage, those deductions (including for the summer period) will be spread equally among all of his/her pay periods.
- L. The Employer shall provide an employee retirement plan or plans under the Florida Retirement System (FRS) as established by Florida Statutes.
- M. Sick leave shall be cumulative and subject to School Board Policies 6.549 and 6.912. An employee shall, upon retirement (as defined in Section 121.021 (29) Florida Statutes), be reimbursed for any unused sick leave.

- N. The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the insurer.
- O. The School Board will provide the 401A plan described in Appendix A of this Agreement to enable employees to shelter accumulated sick days in a pre-tax fashion upon retirement.

ARTICLE 39 – TOBACCO POLICY

The use of tobacco and vaping products is prohibited in school buses, district-owned vehicles, and in any portion of any building or property owned by, or leased to, the School Board.

ARTICLE 40 – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022. This Agreement may be extended only in writing.
- B. This Agreement may not be assigned by either party.
- C. The Parties agree to reopen the Wage Article for the purpose of negotiating the wage increase for bargaining unit members for the July 1, 2020 – June 30, 2021 fiscal year, and for the July 1, 2021 – June 30, 2022 fiscal year. In consideration for the Union's agreement to reopen the Wage Article, the Parties agree that the Union may reopen one (1) additional Article of its choosing for the July 1, 2020 – June 30, 2021 fiscal year, and one (1) additional Article of its choosing for the July 1, 2021 – June 30, 2022 fiscal year. Aside from the aforementioned reopeners, contract language can only be reopened for negotiation if mutually agreed to by the Parties.

ARTICLE 41 - SUPPORT OF STUDENT DISCIPLINE

A. Disruptive Students

General Guidelines Regarding Physical Force

Consistent with Federal and State statutes and governing case law, an employee shall have the authority to utilize the appropriate level of contact and force required by a situation

B. False Accusations Against Employees

A recommendation for expulsion will be made for any student known to have intentionally made false accusations that jeopardizes the employment status or professional certification of an employee. It will be the employee's responsibility to develop such evidence. Nothing in this section should be construed to limit the employee's right to pursue civil remedies for such conduct.

ARTICLE 42 – DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Optional Participation

An employee's participation in the DROP is optional on the employee's part.

B. Employment Status

Employees who have elected to participate in DROP will be considered active employees of the Board while awaiting separation. They will accrue all salaries and benefits consistent with other active employees.

C. Separation Date

An eligible employee may select a retirement date as provided by state law. A retirement date, once established, may be changed in accordance with state law, but in no circumstances may an employee withdraw from the DROP program once an initial retirement date is set.

D. Vacation Day Accruals

Any 12-month employee with accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the employee's DROP application. Hours in excess of the 60-day cap will remain in the employee's accrual. There will be no second payoff of vacation days when the employee subsequently separates from service with the Board. S/he may use any such accrued days for vacation purposes.

E. Sick Leave Accruals

Employees will elect to transfer 100% of their accrued sick leave into their Bencor Special Pay Plan account either upon entering the DROP program or upon final separation of service from the School Board of Sarasota County, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. For any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5 years and 100% at the end of each extension.

ARTICLE 43 – NON-DISCRIMINATION

A. The School District will not discriminate against any employee covered by this agreement because of membership, non-membership, participation or non-participation in the Association or authorized activity required by this Agreement or its application and enforcement.

B. The IUPA will not discriminate against any employee covered by this agreement as to membership or representation with regard to terms and conditions of membership because of race creed, sex, age or national origin.