

If a re-employed teacher has a balance of Escambia earned sick leave days that were not credited in another school district, the individual shall have the balance credited at the rate of one sick leave day per month after all other leave has been transferred.

At least one-half (1/2) of accumulated sick leave must be established within this district.

- d. In order to encourage and reward teachers who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to a teacher at retirement or to his/her beneficiary(ies) if service is terminated by death. Such terminal pay shall be at his/her current regular rate of pay excluding supplements, and be determined as follows:
- (1) During the first three (3) years of service in Escambia County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
  - (2) During the next three years of service in Escambia County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
  - (3) During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
  - (4) During the next three (3) years of service in Escambia County the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - (5) During and after the thirteenth (13th) year of service in Escambia County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
  - (6) Teachers may submit a written resignation to the Human Resources Management Department a maximum of three (3) years in advance of their normal retirement date or submit a resignation date under the Deferred Retirement Option Program (Article XIII.9). This written resignation may be revoked only in the event of a catastrophic occurrence that leaves the teacher financially devastated. A standing committee consisting of one representative from each bargaining unit, appointed by that unit, and one representative appointed by the Superintendent, shall look at each case on an individual basis. If the resignation is revoked, the teacher is still subject to all rules and regulations established under the appropriate State statutes.

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Employees resigning in either of these manners may, at their option, receive in advance a pro-rata portion of the terminal pay provided above based on their current compensation rate as follows:

- (a) Three (3) years in advance -- one-third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one-half (1/2) one year after notification; and, the balance at the effective date of retirement.
  - (b) Two (2) years in advance -- one-third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one-half (1/2) one year after notification; and, the balance at the effective date of retirement.
  - (c) One (1) year in advance or during the year in which the employee retires -- terminal pay may be divided into two (2) payments. One-half (1/2) on or prior to December 31 and the balance at the effective date of retirement.
  - (d) To compute the annual retirement benefits as outlined above, the daily rate of pay shall be determined by the number of days the teacher must be on the job to earn the annual salary for that year.
  - (e) Each employee's Notice of Participation in this program shall be maintained in a separate file of participants with a copy in the individual employee's file. The resignation shall be presented to the Board for final acceptance only at the designated time of retirement.
- (7) Terminal Pay for Sick Leave
- (a) For each employee for which terminal sick leave pay is due, either for early pay-out, at retirement or if service is terminated by death, the District will transfer the terminal sick leave pay to the employee's 401A/403B account.
  - (b) Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal sick leave pay equal to or greater than \$1,000.00. Terminal sick leave pay which is less than \$1,000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
  - (c) The transfer of the terminal sick leave pay to the employee's 401A/403B account will occur in a timely manner with minimal waiting.
  - (d) The employee may withdraw funds from the account in accordance

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with IRS rules.

- (e) Employee contributions to the 401A/403B account will not exceed IRS Section 415 limitations.
- (f) Distributions and withdrawals from the Special Pay Plan will be made to the employee within a timely manner with minimal waiting and in accordance with the Plan Document.
- (g) Any changes to the Special Pay Plan will be agreed to by a joint District/Union committee and will be in accordance with IRS regulations.

e. Teachers who utilize sick leave will be required to complete the form attached hereto as Appendix D. Teachers will receive a copy of this form after the immediate supervisor has signed it. Each teacher will be informed at the end of every pay period how much accrued sick leave he/she has available as accurately as possible.

## 2. Injury and/or Illness-in-the-Line-of-Duty and Workers' Compensation Plan

- A. Members of this bargaining unit shall be covered by appropriate Workers' Compensation Program as provided by the laws of the State of Florida. The District shall provide assistance to members of this unit to ensure that quality benefits are provided to employees who qualify.
- B. Injury and/or Illness-in-the-Line-of-Duty leave up to the maximum allowed [ten (10) days per school year], shall be granted to any teacher who is absent from assigned duties because of any contagious or infectious disease contracted in school work, exacerbation of existing health or medical condition (when identified by a licensed physician approved by the District) or for a work related on-job injury. Injury and/or Illness-in-the-Line-of-Duty leave up to a maximum of ten (10) days shall not be charged to the teacher's accumulated sick leave.
- C. The Board may authorize additional emergency leave for injury and/or illness of a teacher which results from the appropriate discharge of his/her duties. Such leave may be granted when the illness or injury has been certified by a licensed physician approved by the District.
- D. Drug and/or alcohol screening for Worker's Compensation purposes may be requested for "reasonable suspicion" as defined by the Drug-free Workplace Program requirements, F.S. 440.102(1)(n). Appropriate treatment shall not be delayed implementation of any drug and/or alcohol screening.

## 3. Verification of Leave

Upon return from leave as described above, the immediate supervisor shall provide

73 advanced degree was earned in a previous school year, a salary adjustment will be  
74 made retroactive to the beginning date of the current school year.

75 **Section 5.** As determined by Section 1012.61, Florida Statutes, and School Board  
76 Policy 6.912, the Board shall provide terminal pay to any teacher upon the teacher's  
77 normal retirement or to the teacher's beneficiary if service is terminated by death. Such  
78 terminal pay shall not exceed an amount determined as follows:

79 A. During the first three (3) years of service, the daily rate of pay multiplied by  
80 thirty-five percent (35%) times the number of days of accumulated sick leave.

81 B. During the next three (3) years of service, the daily rate of pay multiplied by forty  
82 percent (40%) times the number of days of accumulated sick leave.

83 C. During the next three (3) years of service, the daily rate of pay multiplied by  
84 forty-five percent (45%) times the number of days of accumulated sick leave.

85 D. During the next three (3) years of service, the daily rate of pay multiplied by fifty  
86 percent (50%) times the number of days of accumulated sick leave.

87 E. During and after the thirteenth (13<sup>th</sup>) year of service, the daily rate of pay  
88 multiplied by one hundred percent (100%) times the number of days of  
89 accumulated sick leave.

90 Terminal pay for a teacher who was employed by the Lake County Schools after the  
91 1979-80 school year shall be computed according to one of the above formulas except  
92 that "sick days" utilized in said computation will be only those sick days accrued by the  
93 teacher while employed by the Lake County Schools.

94 **Section 6.** The regular teacher work year shall be 196 days. Teachers whose duties  
95 require their full-time services on an extended basis shall be paid at a daily rate of 1/196  
96 of the annual salary applicable, such amount to be added to their regular annual salary for  
97 pay purposes.

98 **Section 7.** Employees who work beyond the basic 196-day contract will be given a  
99 contract approved by the Board that includes the additional days they work. All teachers  
100 in positions which fall in this category shall be notified of the terms of their contract prior  
101 to July 1 preceding the school year affected.

102 **Section 8.** Members of the bargaining unit who are on 196-day contracts shall have  
103 the option of being paid 1/24 or 1/20 of their annual gross salary less deductions semi-  
104 monthly, on the fifteenth (15<sup>th</sup>) and at the end of each month throughout the school year.  
105 When these dates occur on other than a workday, teachers will be paid on the last  
106 workday preceding the normal pay date. After the bargaining unit member selects the  
107 option, the option shall remain in force for the fiscal period.

1996 (f) Any change to the insurance coverages in this Section shall be collectively bargained  
1997

1998 Section 10.03 - Retirement  
1999

2000 Employees shall be covered by applicable provisions of the Florida Retirement System as  
2001 provided in FS 121.021(29).  
2002

2003 Section 10.04 - Terminal Pay  
2004

2005 (a) Upon separation from District employment, employees shall be eligible for Terminal Pay  
2006 as provided in this Section. However, employees who are discharged for cause shall not  
2007 be eligible for Terminal Pay.  
2008

2009 (b) Terminal Pay shall be calculated on an employee's rate of pay at the time of separation.  
2010

2011 (c) Employees with ten (10) completed years of District service through 12 completed years  
2012 of District service shall be paid for 50% of their accumulated Sick Leave hours earned in  
2013 the District. The remaining 50% of Sick Leave hours shall be forfeited for all purposes.  
2014

2015 (d) At the beginning of the 13<sup>th</sup> year of District service, and continuing thereafter, employees  
2016 shall be paid for 100% of their accumulated Sick Leave hours earned in the District.  
2017

2018 (e) Employees shall notify the District of their anticipated date of separation no less than 60  
2019 calendar days in advance of such separation. If notice as required by this provision is not  
2020 provided, the disbursement of an employee's Terminal Pay may be delayed for up to a  
2021 period of 60 calendar days.  
2022

2023 (f) Upon entering the Deferred Retirement Option Program (DROP) of the Florida  
2024 Retirement System, employees shall elect to have a portion of their Terminal Pay  
2025 sheltered at the end of each year of DROP participation or to have their entire Terminal  
2026 Pay sheltered upon exiting DROP up to the maximum allowed by the U.S. Internal  
2027 Revenue Service.

2028 (g) All Terminal Pay shall be disbursed through a District-provided 401(a) plan that permits  
2029 public-sector employers to pay special forms of compensation in a tax-advantaged  
2030 manner.  
2031

2032 (h) The Terminal Pay, if any, of employees separated from service as a result of death shall  
2033 be disbursed through the 401(a) plan referenced in (g) of this Section.  
2034

2035 Section 10.05 - Paid Holidays  
2036

2037 (a) An employee who is on a 196-day contract shall receive six (6) paid holidays: Labor Day,  
2038 Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day and  
2039 President's Day.  
2040

2041 (b) An employee who is scheduled to work on the workday before and the workday after  
2042 Independence Day/July 4<sup>th</sup> shall be paid for that as a paid holiday.  
2043

15.07 Telephones will be made available at all schools. The location of such phones shall be such as to insure privacy of conversation as much as possible. The Association will assist in the collection of unpaid bills of bargaining unit personnel. Cell phone usage and personal calls shall not interfere with direct instruction and assigned supervisory responsibilities. (08/16/06)

15.08 Terminal pay for accumulated sick leave will be provided to teachers at normal retirement or to his beneficiary if service is terminated by death. The amount of such terminal pay shall be determined as follows:

- (1) During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
- (2) During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
- (3) During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
- (4) During and after the tenth (10th) year of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- (5) For teachers having served a minimum of thirteen (13) years in Osceola County, the daily rate of pay will be multiplied by 100% times the number of days accumulated sick leave.

15.09 The parties agree to participate in a mandatory plan for all teachers to shelter their sick leave pay out at retirement in accordance with IRS regulations. Retirees shall have the option to withdraw their sheltered sick leave pay out without individual financial loss. (03/20/00)

15.10 Twelve (12) Month Personnel.

Instructional personnel who are employed on a twelve (12) month contract may accumulate vacation as follows:

- A. One (1) day for each month of service for those employed by the Board less than (5) active service years.
- B. One and one-half (1 1/2) days per month of employment per year for those employed five (5) active service years or more by the Board.
- C. Earned vacation leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.



shall not be counted as a year of service. In the event of equal seniority, the date of official notification shall be the date. In the event of simultaneous notification, disputes shall be resolved by lot. Interruptions of service less than thirty (30) calendar days shall not constitute a break in service if the interruption was caused by a temporary reduction in force or delays in receipt of test scores for the FTCE.

## ARTICLE XX TERMINAL PAY

A. Terminal pay shall be granted to an employee at retirement or to his/her beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), the Teachers Retirement System (TRS), or the State and County Officers and Employees Retirement System (SCOERS) at normal retirement or disability retirement as provided by law. Evidence of service retirement shall be determined by a signed copy of the "Application for Service Retirement." Evidence of disability retirement shall be determined by a statement of disability from the retirement office. Payment for such terminal pay benefits shall be as follows:

1. Retirement: Subsequent to six (6) years of service in Pinellas County School System, the employee shall receive payment for unused accrued sick leave under the following formula:

Subsequent to six (6) years	40%
Subsequent to ten (10) years	65%
Subsequent to fifteen (15) years	70%
Subsequent to twenty (20) years	80%
Subsequent to twenty-five (25) years	90%
Subsequent to thirty (30) years	100%

2. Termination by death: The employee's beneficiary shall receive payment based upon the following formula:

a. During the first three (3) years of service, the daily rate of pay shall be multiplied by thirty-five percent (35%) times the number of accumulated sick leave days.

b. During the next three (3) years of service, the daily rate of pay shall be multiplied by forty percent (40%) times the number of accumulated sick leave days.

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- b. Written reprimand filed in personnel and site files.
- c. Suspension with or without pay.
- d. Dismissal.
- I. Notations for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed after a period of two years.
- J. Letters of reprimand may be removed from a teacher's official personnel file after a period of two years.
- K. During the pendency of an investigation into an allegation of wrongdoing on the part of a teacher, the teacher may be temporarily reassigned only if the charges, if proven to be true, could lead to the teacher's termination or suspension or if the teacher's conduct poses a threat to any individual's safety.
- L. A teacher who fails to return to duty for each of the first three work days of new school year and who fails to notify his or her principal of his or her intentions will be considered to have abandoned his or her job and may be terminated.

**ARTICLE XXVI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE**

- A. The Board will provide terminal pay to a teacher 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 teacher at retirement or death multiplied by those percentages as outlined in Florida Statutes, and up to 100% of the teacher's accumulated leave days (as specified elsewhere in this Agreement). The teacher must leave the employment of the School Board directly into the Florida Retirement system in either early or normal retirement status.
- B. An employee who terminates for retirement purposes under the Public Employee Optional Retirement Program shall be considered a retired employee if he or she meets the age and service requirements to qualify for normal retirement as set forth in Section 121.021 (29) of Florida Statutes or has attained the age of 59 ½ and has six years of credible service.

**ARTICLE XXVII - 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 affecting working conditions shall be unilaterally implemented unless negotiated accordingly.
- B. Disputes between the parties at the school level may be referred for resolution to the local level of the Union and of the employer.

**ARTICLE XXVIII - SALARIES**

- A. Salary Schedule
  - The salary of each teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof.



	equivalent degree and experience, the Board agrees to contribute a sum equal to this amount.	103
	ROTC instructors employed prior to July 1, 2005 will be grandfathered under previous contract language. (Ratified 1/2008)	104 105
J.	<u>Payroll Procedures</u>	106
	Teachers shall be paid according to the official salary schedule as contained in this contract.	107
	Except for extenuating circumstances or in cases of emergency, of which the Association will be immediately notified, regular ten, eleven and twelve month teachers will be paid on a semi-monthly schedule established by the payroll department. Teachers will receive at least two checks on the last working day in June and will receive or have been mailed the remaining check(s) before the end of the fiscal year. Provisions varying from those above may be necessary as determined by the payroll department for those teachers who are employed after the school year begins. Salaries for teachers who teach the entire school year (not to exceed 196 days), shall be paid in twenty-four (24) installments.	108 109 110 111 112 113 114 115
K.	<u>Deductions for Daily Absences</u>	116
	Deductions for teachers during the regular school term for daily absences covered in this agreement shall be made at the rate of 1/196 and of the annual contractual salary and appropriate supplement schedule per day.	117 118 119
L.	<u>Overpayment</u>	120
	If a teacher is overpaid due to error, he/she shall repay said monies pursuant to a written schedule equal in time to that period for which the error was made. In no event, shall the number of scheduled payments be less than two. However, if a teacher's employment terminates with the District all scheduled payments shall become due at the time of termination.	121 122 123 124 125
M.	<u>Terminal Pay/Sick Leave Payout</u>	126
	1. In order to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee under the following conditions:	127 128 129
	a. At normal retirement (age 62 or thirty years of service) or retirement because of disability or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:	130 131 132
	1. During the first three years of service the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;	133 134
	2. During the next three years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;	135 136
	3. During the next three years of service the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.	137 138