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PREAMBLE

- 1 (1) This Agreement, entered into by The School Board of Lee County, Florida, hereinafter
2 referred to as the Board, and the Support Personnel Association of Lee County, hereinafter
3 referred to as the Association, has as its purposes:
- 4 (a) the promotion of a harmonious relationship between the Board and the Association;
- 5 (b) the establishment of an equitable procedure for the resolution of differences;
- 6 (c) the establishment of rates of pay, hours of work, and terms and conditions of
7 employment.
- 8 (2) The Board and the Association subscribe to the principle that differences shall be resolved
9 by appropriate means without interruptions of the school program.

DEFINITIONS

- 1 (1) **Employee:** The term “employee” shall refer only to employees in the unit as defined in
2 Article 1.02. Any reference to an employee in this Agreement shall include both sexes, and
3 whenever the male gender is used it shall also include female employees.
- 4 (2) **Full-Time Employee:** An employee who works twenty (20) or more hours per work week.
- 5 (3) **Part-Time Employee:** An employee who works less than twenty (20) hours per work week.
- 6 (4) **Board:** The School Board of Lee County, Florida, or its duly authorized representative(s).
- 7 (5) **Superintendent:** The Superintendent of Schools for Lee County, Florida, or his designated
8 representative(s).
- 9 (6) **Association:** The Support Personnel Association of Lee County (SPALC), which is the
10 certified bargaining agent for this unit.
- 11 (7) **Supervisor** shall mean:
- 12 (a) in a school, the employee’s supervisor is the building principal or his designee;
- 13 (b) if an employee works at more than one work site, the employee’s supervisor shall be
14 the supervisor with whom a grievance is filed;
- 15 (c) if an employee is not assigned to a school, the employee’s supervisor is the
16 administrator by whom the employee is evaluated.
- 17 (8) **Days:** All references in this Agreement to days shall refer to calendar days except when
18 specified otherwise.

ARTICLE 1

RECOGNITION

1 **1.01:** The Board recognizes the Association as the exclusive bargaining agent for the purpose of
2 negotiating wages, hours and terms and conditions of employment for the employees in the unit.
3 The Association recognizes the Board as the employer and the legally constituted authority
4 responsible for the operation of the county school system.

5 **1.02 - BARGAINING UNIT:** The unit is defined in Case No. RA-93-009 (Order No. 93E-249),
6 Case No. RC86-018 (also UC86-044 and 87E-050), Case No. RC86-009 (also 86E-132 and 87E-
7 050) and subsequent orders issued by the Florida Public Employees Relations Commission.

8 **1.021:** The unit includes: all regular full- and part-time employees in the classifications listed in
9 (see Appendix).

10 **1.022:** The unit excludes those supervisory, managerial-confidential employees excluded by
11 PERC orders; all temporary, casual, and administrative employees; employees in other units, and
12 all other employees of the Board not within (see Appendix).

ARTICLE 2

DUES CHECK-OFF

1 **2.01:** Each pay day, including final pay, the Board shall deduct Association dues from the pay of
2 every member who has signed an authorization card. Upon termination from employment, any
3 amount due the Association shall be deducted from the employee's final paycheck. The
4 authorization is revocable by the employee upon thirty (30) days' written notice to the Board and
5 the Association. The Board will provide the Association with a complete list of deductions made
6 each month. Dues deduction authorization cards must be presented to the payroll department six
7 (6) work days before the pay period in which the deduction begins. Any dispute as to the amount
8 of dues deducted shall be solely between the Association and the employee. The Association and
9 the employee shall hold the School Board harmless from any liability arising from the deduction
10 of any dues. In cases of deduction errors, adjustments will be made in subsequent checks. There
11 shall be a charge for each deduction of five cents (\$.05) per deduction per member to be paid by
12 the Association.

ARTICLE 3

RIGHTS AND PRIVILEGES OF PARTIES

1 **3.01 - EMPLOYEE RIGHTS:** Employees shall have the right to join or not join the
2 Association. Employees shall have the right to engage in lawful concerted activities for the
3 purpose of collective bargaining as it relates to conditions of employment or compensation or
4 other mutual aid or protection. The employees shall have the right to refrain from engaging in
5 such activities. They shall have the right to express and communicate views in accordance with
6 state and federal law and have the right to a fair and equitable grievance procedure administered
7 without regard to membership or non-membership or by virtue of their holding or not holding
8 office in the Association. This provision shall be applied to all employees by the employer and
9 Association. Employees shall have all the rights secured to them by PERA, Chapter 447, Part 2,
10 Florida Statute, and as otherwise provided by law.

11 **3.02 - MANAGEMENT RIGHTS:** The Board hereby retains and reserves to itself, the
12 Superintendent and all administrative personnel the right to unilaterally determine its purposes,
13 set standards of services, and exercise control and discretion over its organization and operations.
14 Management shall have all of the rights secured to them by PERA, Chapter 447, Part 2, Florida
15 Statute, and as otherwise provided by law.

16 **3.03 - NONDISCRIMINATION:** The provisions of this Agreement shall apply to all
17 employees without regard to race, color, religion, creed, sex, age, disability, national origin,
18 marital status, pregnancy or political affiliation. The right of employees to belong to, participate
19 in, or refrain from belonging to the Association shall not be interfered with or prohibited. The
20 Association will not discriminate when representing its members or unit members with regard to
21 terms and conditions of membership, or because of race, color, religion, creed, sex, age,
22 disability, national origin, marital status, pregnancy or political affiliation.

23 **3.04 - ASSOCIATION REPRESENTATIVES:** The Board shall recognize and deal with the
24 Association representatives designated in writing by the Association President. Any changes
25 shall be submitted to the Board in writing. Upon arrival at any school or work site, such
26 representative shall report to the principal of the school or the supervisor of the work site and
27 shall indicate the purpose of the visit. In no event shall the Association representative interfere
28 with or disrupt the work of an employee.

29 **3.05 - ASSOCIATION REPRESENTATION AT SCHOOL BOARD MEETINGS:** The
30 Association President or his designee shall have the right to attend School Board meetings. The
31 Association President or his designee will make arrangements with the Superintendent to attend
32 any Board meeting held during working hours. The Association will reimburse the Board for the
33 wages of the Association employee who attends a Board meeting during working hours.

34 **3.06 - ASSOCIATION BULLETIN BOARDS:** The Association shall have the privilege of
35 posting notices concerning Association business on bulletin board space not less than 24" x 36"
36 exclusively assigned to the Association by the principal or supervisor. The Association shall be
37 given a list of the location of each bulletin board space and be informed of any intended changes.

1 The Association shall provide a copy of each notice to the principal or supervisor prior to each
2 posting.

3 **3.07 - COURIER SERVICE:** When the Board and the Association must communicate items of
4 mutual concern to the employees of the District, the courier service may be utilized to
5 disseminate such communications. The Association agrees to indemnify the Board for any claim
6 that might arise on the issue of private express, including all costs, penalties, and attorney's fees.

7 **3.08 - MAILBOXES AT SCHOOL:** The Association shall have the right to distribute
8 Association materials in employee mailboxes at school sites where such mailboxes are provided.

9 **3.09 - ASSOCIATION LEAVE:** Upon written request of the Association President, his or her
10 designee may be allowed up to a total of 320 hours of leave per year without pay to conduct
11 Association business. A leave request shall be submitted to the Superintendent and the
12 employee's supervisor. The cumulative total granted to the Association shall not exceed 320
13 hours of leave per year. The leave must be scheduled in a manner that will not adversely affect
14 the operation of the School District. No individual may use more than 80 hours of Association
15 leave per year. In the event the Association requires additional leave hours, a request will be
16 submitted to SPALC Labor Management for review and possible agreement.

17 **3.10 - ASSOCIATION LEAVE OF ABSENCE:** The President of the Association may be
18 granted personal leave for the school year(s) of his/her term of office. Such leave shall be
19 granted with the same privileges and benefits approved with personal leave for other employees.

20 **3.11 - CONSULTATION:** The Association may request meetings with management for the
21 purpose of discussing issues of mutual concern. The request must be in writing and include items
22 to be discussed. Management shall respond to such requests within five (5) days. Any written
23 agreements resulting from such meeting shall be ratified by the appropriate governing body of
24 the Association and the School Board or its designee.

25 **3.12 - INFORMATION:**

26 **3.121 – EMPLOYEE DIRECTORY:** Upon request, the Superintendent shall furnish the
27 Association with fifteen (15) copies of the current employee directory free of charge. The
28 Superintendent shall also provide a quarterly printout of similar data on employees who are not
29 included in the handbook.

30 **3.122 – BOARD AGENDA:** The Superintendent shall furnish a copy of the agenda for each
31 Board meeting to the Association on the day the agenda is available to School Board members.
32 A copy of the minutes of each Board meeting shall be furnished to the Association free of charge
33 after approval by the Board.

34 **3.123 – OTHER EMPLOYEE INFORMATION:** The Board will furnish the Association a list
35 of all new employees hired each month. Such information shall include the employee's name,
36 date of hire, department and job classification. The Association shall pay the Board actual cost
37 thereof.

1 **3.124 – OTHER PUBLIC RECORDS:** Upon written request, the Board shall furnish the
2 Association with other public records. Inspection, examination and the cost of duplication of
3 such public records shall be in accordance with the provisions of Chapter 119, Florida Statute.
4 This section shall not apply to employee directories, Board agendas and Board minutes.

5 **3.125 – COPIES OF AGREEMENT:** The Board agrees to provide a copy of this Agreement to
6 all employees in the unit within 30 days after ratification, and thereafter to every new employee
7 in this unit upon initial employment. The Board further agrees to provide 30 copies of this
8 Agreement to the Association within 30 days of ratification.

9 **3.13 - BARGAINING RELEASE TIME:** An employee who is a member of the bargaining
10 team shall be released from work on paid leave if the bargaining schedule conflicts with the
11 employee’s work schedule. In such event, the Association shall pay a qualified substitute except
12 for impasse, mediation or upon mutual agreement of the parties. Otherwise, the employee’s
13 supervisor may adjust the employee’s work schedule with the consent of the employee.

14 **3.14 - CALENDAR COMMITTEE:** On or before October 15, a joint committee of thirty (30)
15 members, twelve (12) of whom shall be appointed by the Superintendent including the
16 chairperson, and twelve (12) of whom shall be appointed by the Association representing all
17 affected bargaining units, and six (6) selected by the District Advisory Council, who are not
18 school employees, shall meet. The committee shall review the next year’s instructional calendar.
19 Other work year calendars will be developed by the Labor/Management Committee as needed.
20 Disputes not resolved within the Calendar Committee, or changes to the committee’s
21 recommendations shall be subject to bargaining before implementation.

22 **3.15 - FACILITIES:** The Association shall have the privilege of using school facilities and
23 equipment as provided in Board policy.

ARTICLE 4

SAFETY

1 **4.01 - SAFE CONDITIONS:** Adequate, clean, safe and sanitary working conditions shall be
2 provided for all employees. No employee shall be required to work in unsafe conditions or
3 perform tasks which endanger health and safety. The site supervisor or principal shall, in
4 consultation with the department responsible for safety whenever possible, make an initial
5 determination as to whether an unsafe working condition exists.

6 **4.011 – REPORTING UNSAFE CONDITIONS:** An employee who becomes aware of an
7 unsafe or dangerous working condition shall immediately report the situation to his supervisor.
8 A safety deficiency form shall be provided to employees either by electronic file or by hardcopy,
9 for reporting purposes. The supervisor shall investigate the report and initiate whatever
10 corrective action he/she deems appropriate with consultation and notice given to the department
11 responsible for safety. If the employee believes that the condition has not been corrected, he/she
12 may report it to the Site Safety Committee in writing on the safety deficiency form. All hard
13 copies of the safety deficiency form shall be directed to the department responsible for Safety.

14 **4.02 - SAFETY EQUIPMENT:** Management will determine proper and necessary safety
15 equipment and devices for employees. An employee who fails to use safety equipment as
16 directed may be subject to discipline.

17 **4.03 - DISTRICT SAFETY COMMITTEE:** The joint safety committee shall consist of sixteen
18 (16) members, eight (8) of whom shall be appointed by the Superintendent, including the
19 Chairperson, and eight (8) of whom shall be appointed by the Association(s), representing all
20 affected bargaining units. The District Safety Committee shall meet on a schedule established by
21 the District Safety Committee members. The joint committee shall review district safety and
22 unresolved site safety issues. Recommendations shall be forwarded to the Superintendent and
23 the District Labor Management Committee by the District Safety Committee chairperson.

24 **4.04 - REQUESTS FOR SAFETY MEETING:** The Association may request the site Safety
25 Committee to meet at any time. The request shall be in writing and specify the reasons. The
26 Association shall furnish a copy of the request to the department responsible for safety, and the
27 Chief Human Resources Officer. The Site Safety Committee chairperson shall respond to such
28 request within five (5) days.

29 **4.05 - ASSOCIATION REPRESENTATION:** The Association may appoint two (2) members
30 to each Site Safety Committee established by Board policy. The Association shall notify each
31 site supervisor and/or principal in writing of its committee member selections by December 1 of
32 each year. The Association may only appoint Site Safety Committee members at sites where unit
33 members are employed, and appointees must work at the site.

34 **4.06 - SAFE DRIVER PLAN:** Revisions of the Safe Driver Plan shall be implemented only
35 after consultation with the Association through labor/management meetings and memorandums

1 of understanding. The Safe Driver Plan shall not prohibit any employee from exercising any
2 rights or privileges provided by law, rule or this Agreement.

3 **4.07 - BUS SAFETY AND STUDENT DISCIPLINE:** The District will provide training for
4 bus operators/attendants/monitors in methods of maintaining discipline. The training shall
5 include cultural sensitivity. The principal or designee shall meet with employees assigned
6 to buses serving the school no later than six (6) weeks after the start of each school year to
7 review the school's discipline procedures pertaining to transportation of students. These
8 meetings shall be coordinated through the transportation Regional Directors.

9 (a) When a transportation employee has exhausted the District bus discipline procedures
10 and a student still requires the attention of the principal or other school or District staff,
11 the transportation employee shall so inform the principal or designee, on the approved
12 referral form.

13 (b) When a transportation employee submits a disciplinary referral, the principal or
14 designee shall write the action taken on the form and return a copy to the transportation
15 employee within five (5) work days.

16 (c) If the problem continues, the transportation employee's supervisor will arrange for a
17 meeting with the principal or designee, the transportation employee's supervisor and
18 the employee.

19 (d) For schools with continued problems there will be a second meeting.

20 **4.08 – WORKING CONDITIONS - CUSTODIANS:** When custodians are required to work
21 outside in darkness or in secluded areas, the supervisor shall utilize one of the following options
22 to ensure a safe working environment:

23 (a) Provide a communication device.

24 (b) Assign another person to work in the same vicinity during the same time.

25 (c) Adjust the employee's work schedule to allow the employee to perform required duties
26 during daylight hours.

ARTICLE 5

GRIEVANCE PROCEDURE

1 **5.01 - DEFINITION:** A grievance is defined as a claim by a named employee, or a group of
2 named employees, or the Association through the President, that there has been a violation,
3 misinterpretation or misapplication of articles in this Agreement. A grievance shall be processed
4 as hereinafter provided.

5 **5.02 - REPRESENTATION:** All members of the unit have the right to be represented by the
6 Association in the resolution of a grievance. Nothing herein shall be construed to mandate
7 Association representation of a unit member who is not also a member of the Association;
8 nothing herein shall be construed to prevent any member of the unit from presenting his own
9 grievance in person or by counsel and having such grievance adjusted without the intervention of
10 the Association, if the adjustment is consistent with the terms of this Agreement, and if the
11 Association has been given the opportunity to be present at the meeting called for the resolution
12 of such grievances.

13 **5.03 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at
14 any time and at any step of this procedure. Once the grievant withdraws a grievance and/or
15 arbitration request, the matter shall be considered closed and final. The same grievance may not
16 be filed a second time by the same grievant. A written record of the withdrawal of the grievance
17 and/or arbitration request shall be maintained in the grievance file.

18 **5.04 - WORKING DAYS:** For the purpose of this grievance procedure, work days are defined
19 as Monday through Friday, and when the summer schedule is in effect, Monday through
20 Thursday, exclusive of holidays specified in this Agreement.

21 **5.05 - DATE OF DISPOSITION:** The date of disposition shall be defined as the date on which
22 the supervisor delivers the written disposition to the grievant if hand delivered in person; or the
23 date of postmark in those instances where delivery is by mail; or the date upon which the
24 document is faxed to the grievant or his/her representative; or the date upon which the document
25 is delivered by electronic mail to the grievant or his/her representative.

26 **5.06 - INFORMAL RESOLUTION PROCEDURE:** In the event that any employee believes
27 that there is a basis for a grievance, he shall, within ten (10) working days of the alleged
28 violation, schedule a meeting with his immediate supervisor to informally discuss the alleged
29 violation. The meeting will take place within two (2) working days of the date the employee
30 notifies the supervisor. If after the informal discussion has concluded and the violation still
31 exists, after two (2) working days the grievant may utilize the formal grievance procedure. The
32 grievant must initiate the grievance within seven (7) working days of the informal discussion.
33 The grievant may choose to have an Association representative present during the informal
34 discussion. It is the intention of the parties that the Level I Grievance Hearing shall not be an
35 exact repeat of the Informal Grievance Hearing. The Level I Grievance Hearing will be waived
36 if the same Administrator who conducted the unresolved Informal Grievance Hearing, would
37 under normal circumstances, be the same individual conducting the Level I Grievance Hearing.

1 **5.07 - GRIEVANCE PROCEDURES:**

2 **STEP I:** A copy of the grievance shall be forwarded by the grievant to the Superintendent and to
3 the Association at the same time the grievance is filed with the supervisor. The supervisor shall
4 meet with the grievant and his representative(s). Such meeting shall require at least two (2)
5 working days' notice and shall be held within ten (10) working days of the date of filing the
6 formal grievance. The supervisor shall furnish his written disposition of the grievance to the
7 grievant within seven (7) working days of the meeting and shall furnish a copy thereof to the
8 grievant, the Superintendent, and the Association.

9 **STEP II:** If the grievant is not satisfied with the disposition of the grievance, or if no disposition
10 has been made within the time limits as specified in Step I, the grievant may submit the same
11 grievance to the Superintendent within ten (10) working days of the date of disposition or the
12 expiration of the time limits for a disposition. The Superintendent shall meet with the grievant
13 and his representative(s) within ten (10) working days of the date of filing. The Superintendent
14 shall furnish his written disposition of the grievance to the grievant within seven (7) working
15 days of such meeting and shall furnish a copy thereof to the supervisor and to the Association.

16 **STEP III:** In the event the grievant is not satisfied with the disposition of the grievance at Step
17 II, or if no disposition has been made within the time limits as provided in Step II, the grievant,
18 with approval from and representation by the Association, may submit the grievance to
19 arbitration in accordance with the rules of the American Arbitration Association. Submission of a
20 grievance to arbitration shall be initiated by the grievant, his counsel or by his designated
21 Association representative, by filing a written request with the American Arbitration Association
22 and with the Superintendent within ten (10) working days of the date of the Step II disposition of
23 the grievance or the expiration of time limits for a disposition. The disposition of the grievance
24 made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no
25 power to add to, subtract from, modify, or otherwise alter the terms of the collective bargaining
26 agreement. The grievance may be settled while the arbitration procedure is pending.

27 **5.08 - EXPENSES:** The fees and expenses of the arbitrator and witness fees for witnesses called
28 by the arbitrator shall be paid equally by the Board and the Association. Otherwise, each party
29 shall bear its own expenses.

30 **5.09 - EXTENSION OF TIME LIMITS:** If the collaborative process is used in STEP I – STEP
31 III of the grievance procedure, the time limits provided in this article may be extended by written
32 agreement between the parties. Whenever illness or any other incapacity of the grievant prevents
33 attendance at any grievance meeting or hearing, the meeting or hearing shall be continued until
34 the grievant can be present.

35 **5.10 - MISCELLANEOUS:**

36 **5.101 – GRIEVANCE ADJUSTMENTS:** The adjustment of any grievance shall be consistent
37 with the provisions of this Agreement.

1 **5.102 – RIGHTS GUARANTEED BY LAW:** Nothing contained in the grievance procedure
2 shall be construed to deny the Board, the Superintendent, the Association or any employee the
3 rights otherwise guaranteed by law.

4 **5.103 – MEETING PRIVACY:** All meetings and hearings under the grievance procedure shall
5 be held in private and shall include only such parties, their representatives, and witnesses.
6 Arbitration hearings shall be in public.

7 **5.104 – RELEASE FROM WORK:** Grievances shall be processed during times which do not
8 interfere with the grievant’s work unless the parties agree otherwise. Release time without loss of
9 pay shall be granted to employees whose attendance is essential when grievance meetings are
10 held during working hours.

11 **5.105 – RESPONSIBILITIES DURING GRIEVANCE PROCESS:** The filing of a grievance
12 shall not interfere with the right of the Board to carry out its management responsibilities to the
13 final resolution of the grievance. The employees shall abide by management’s decision prior to
14 and during the time the grievance is pending.

15 **5.106 – GRIEVANCE RECORDS:** No records of a grievance shall be filed in an employee’s
16 personnel file.

17 **5.107 – TIME LIMITS:** Failure of the grievant to process a grievance within the time limits
18 herein provided shall bar the grievance.

19 **5.108 - WAIVER:** The commencement of proceedings against the Board in a court or before
20 PERC or any administrative agency, by an employee(s) or the Association, for misapplication or
21 misinterpretation of the terms of this Agreement shall be deemed a waiver by said employee(s)
22 and the Association of their right to resort to the grievance procedure.

23 **5.109 – JURISDICTION:** When the Association and the supervisor agree that the supervisor
24 will waive Step I, the grievant may file the grievance and proceed through the grievance
25 procedure from the informal proceeding to Step II. In the case where an alleged violation exists
26 at multiple work sites or affects a broad class of employees, the parties may by mutual agreement
27 begin at Step II of the grievance procedure.

28 **5.110 – GRIEVANCE FORMS:** Grievance forms (see Appendix) shall be available in
29 electronic format through the School District’s Web Site or may be copied from the document
30 found in this Agreement.

ARTICLE 6

EMPLOYEE WORKING CONDITIONS

1 **6.01 - WORK WEEK:** The work week shall consist of not more than forty (40) hours. The
2 work week shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

3 **6.02 - LENGTH OF WORK DAY:**

4 (a) The work day for office personnel shall be eight (8) hours including a duty-free lunch
5 period of thirty (30) minutes, except in case of emergency. When a one (1) hour lunch
6 is assigned or given, only thirty (30) minutes of that period will be paid.

7 (b) The work day for head custodians shall be eight (8) hours including a duty-free lunch
8 period of thirty (30) minutes, except in case of emergency.

9 (c) The work day for maintenance and warehouse personnel shall be eight (8) hours
10 excluding a duty-free lunch period of thirty (30) minutes.

11 (d) The work day for custodians shall be no more than eight (8) hours including a duty-
12 free lunch period of thirty (30) minutes, except in cases of emergency.

13 (e) The work day for transportation employees shall be according to Article 14 of this
14 agreement.

15 (f) The work day for paraprofessionals, assistants, and attendants shall be no more than
16 seven (7) hours including a duty-free lunch period of thirty (30) minutes, except in
17 cases of emergency.

18 (g) Lunch periods for employees who work less than seven (7) hours shall be as indicated
19 on the chart in 6.021 and scheduled as near to the middle of the work shift as possible.

20 (h) The work day for food service personnel shall include a thirty (30) minute lunch
21 period scheduled outside of the employee's work time and as near to the middle of the
22 work shift as possible.

23 (i) Food Service employees will not be reduced in the daily number of hours they work
24 without their consent (except as in 7.072).

25 (j) Lunch periods shall be duty-free except as otherwise determined by the supervisor.

26 (k) Employees assigned in federal grant programs may have a work week based on
27 program requirements.

1 **6.021 – REST PERIODS:** Employees shall be entitled to rest periods as indicated on the table
2 below.

Hours Worked	Rest Period(s)	Lunch Period
Less than 3 hours	0	no
3 hours	1	no
4 hours	1	no
5 hours	1	yes
6 hours	1	yes
7 hours	2	yes

3 **6.022:** Bus Operators/Attendants/Monitors are entitled to rest periods as bus schedules permit.

4 **6.023:** Food Service employees who work six (6) or more hours shall receive two (2) rest
5 periods.

6 **6.03 - CHANGES IN ALLOCATIONS:** When allocations at any work site require that any
7 employee have a change in hours, the employee shall be notified of the change five (5) days prior
8 to the effective date of the change, except for the first fifteen (15) days of the school year.

9 Employees shall be reduced in hours due to changes in work site allocations in order of their
10 District seniority, from least seniority to greatest seniority provided the senior employee has the
11 ability to perform the available work in a satisfactory manner. Employees shall be increased in
12 hours due to changes in work site allocations in descending District seniority provided the senior
13 employee has the ability to perform the available work in a satisfactory manner. Part-time staff
14 may be hired for Food Service positions for peak work load times with agreement of SPALC.

15 **6.031:** The School District recognizes that many employees who work less than six hours per
16 day desire the opportunity to work enough hours to be eligible for health insurance coverage.
17 Where practical, the School District will strive to assist employees in achieving that goal.

18 **6.04 - EXTRA HOURS:** All authorized work performed in excess of the employee's regular
19 work day or work year shall be paid at the regular rate of pay, unless in conflict with the
20 applicable supplemental contract. Employees shall receive payment for extra hours worked
21 according to Section 12.0906.

22 **6.05 - OVERTIME:** All authorized work performed in excess of forty (40) hours in any one
23 week shall be considered overtime and shall be paid at the overtime rate of one and one-half (1-
24 1/2) times the employee's regular rate of pay. Sick leave for one day and paid holidays during
25 the work week shall be counted as time worked for the purpose of computing overtime.

26 **6.051 - DISTRIBUTION OF OVERTIME AND EXTRA HOURS:** Overtime and extra
27 hours work will be distributed equitably among employees by job classification and
28 organizational unit based on seniority, availability, and qualifications to perform the required
29 task. Senior employees who may not be qualified shall be offered training within ninety (90)

1 days if training is available and practical. The distribution of overtime and extra hours shall not
2 delay or increase the cost of the Board's operation. Temporary imbalances in the distribution of
3 overtime and extra hours will be subsequently corrected as more hours become available. When
4 a supervisor does not follow seniority in the assignment of overtime and extra hours, notification
5 shall be provided to the SPALC representative. Should no qualified employee agree to overtime
6 or extra hours work, the employer shall assign overtime or extra hours work in the inverse order
7 of seniority.

8 **6.06 - EMERGENCY MAKE-UP DAYS:** When it is necessary to close schools as a result of a
9 hurricane or other natural disaster, employees will be notified via radio and television, if
10 possible, prior to the beginning of the work day. Employees who do not make up said time
11 during their work year will not be paid for these days, and pay will be deducted from the last
12 paycheck of the fiscal year in which the days are missed or from the employee's last paycheck in
13 the event the employee terminates sooner (per Article 12.10).

14 **6.061:** For employees who work 187, 190, 196, 201 or 206 days, including bus employees, the
15 time shall be made up on the days that students are scheduled to make up school.

16 **6.062:** For employees who work 216 and 226 days, the time shall be made up by extending the
17 contract year by the number of days missed.

18 **6.063:** For employees who work 12 months per year, time will be made up by extending the
19 length of the work day as determined by the Superintendent.

20 **6.064:** The Board reserves the right to waive make-up time.

21 **6.07 - PERMANENT CHANGES IN SHIFT SCHEDULE:** When it is necessary to change the
22 shift schedule of employees in a job classification at a work site, employees will be given 30
23 days' notice.

24 **6.071 – TEMPORARY CHANGES IN SHIFT SCHEDULE:** Temporary changes in an
25 employee's shift schedule may occur with agreement of the employee and the site supervisor.

26 **6.072 – CHANGE OF SCHEDULES, EMERGENCIES:** In the event of an emergency or
27 other unusual circumstance as determined by the principal or other immediate supervisor, an
28 employee's work schedule may be temporarily changed. In situations affecting more than one
29 worksite or department or more than approximately fifty (50) employees, management will
30 notify the Association of the change in schedule. However, undue hardship on an employee will
31 be dealt with on a case by case basis. The Board agrees to meet with the Association to discuss
32 make-up days when schools are closed due to an emergency.

33 **6.073 – DOCUMENTATION OF WORK TIME:** Each work site will establish an accurate
34 method to document employee work time and attendance. The supervisor of the work site will
35 notify employees of the method and procedure for documenting work time and attendance. The
36 District will inform the Association regarding a specific work site's method and procedure for
37 documenting work time and attendance upon request.

1 **6.08 - CALL BACKS:** Employees who are called back to the job after the end of their work
2 days shall be compensated at time and one-half for a minimum of two (2) hours. The work site
3 supervisor shall keep a list of employees willing to work overtime and contact these individuals
4 first prior to contacting other employees. This section does not apply to an extended work day.

5 **6.081- HOLIDAYS AND NONWORK DAYS WORKED:** Employees required to work on
6 holidays and non-work days shall be compensated for a minimum of three (3) hours for any such
7 day worked.

8 **6.09 - STAGGERED WORK YEAR:** The Board reserves the right to stagger the work year of
9 216-day and 226-day employees. By March 15 the principal at each school site shall post a
10 schedule of work years for the period of April 16 through April 15 of the next year. Employees
11 may then bid a work year based on seniority between March 15 and April 15. Thereafter, work
12 years shall be assigned to employees on a first-come, first-served basis. If an employee fails to
13 request a work year, one shall be assigned by the principal by April 15. When an employee's
14 staggered work year extends beyond the ending date specified on the current Board-approved
15 Instructional Personnel Calendar, the employee shall be required to complete the full 216-day
16 and 226-day schedule of employment prior to September 1.

17 **6.10 - WORK YEAR FOR TWELVE MONTH EMPLOYEES:** The working schedule for
18 twelve (12) month employees shall be 255 days.

ARTICLE 7

GENERAL EMPLOYMENT PRACTICES

- 1 **7.01 - PROBATION:** All employees shall be on probationary status for a period of twelve (12)
2 calendar months from the date of initial employment. The employee shall be credited with work
3 experience upon verification. Any recommendation for annual appointment must include the
4 supervisor's written assessment of the employee in accordance with Article 7.07.
- 5 **7.02 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:** Each employee
6 may request a transfer by contacting the supervisor or principal at the site in which a vacancy
7 exists and request an interview. When two (2) or more employees apply for the same position,
8 the employee with the most in-county seniority will be given first consideration.
- 9 **7.021:** All transfer applicants granted interviews shall be notified in writing by the principal or
10 supervisor of his/her decision.
- 11 **7.022:** A reassignment at the same school or site is not a transfer.
- 12 **7.03 - VOLUNTARY TRANSFER:** When an employee has been offered a new position which
13 will involve a voluntary transfer or promotion to another school or site, the two (2) site
14 administrators must reach agreement on the transfer within one week from the date of
15 acceptance. If the two (2) site administrators do not agree to a voluntary transfer decision, then
16 an appeal can be made to the Superintendent for a final decision regarding the transfer
17 disposition. The employee offered the new position retains a right to that position during the
18 period of transfer disposition resolution.
- 19 **7.04 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:** The Board shall
20 determine the criteria for the selection of employees to be involuntarily transferred. Such criteria
21 shall be applied uniformly throughout the District. An employee selected for an involuntary
22 transfer shall be given the reason for such transfer and the opportunity to object to his supervisor
23 about such transfer. If requested by the employee, the reason shall be given in writing.
- 24 Prior to notices of involuntary transfers, SPALC will be notified and given the opportunity to
25 work out the timelines and guidelines for accomplishing the involuntary transfer process and
26 surplus.
- 27 **7.041:** Transfers shall be made on a voluntary basis, whenever possible; however, correct and
28 proper operation of the school district will necessarily require that involuntary transfers be made.
- 29 **7.042:** Prior to determining involuntary transfers, employees shall be given an opportunity to
30 volunteer.
- 31 **7.043:** Involuntary transfers may be made in the event of a school closing.

1 **7.044:** Involuntary transfers may be made to achieve a reduction in the number of employees
2 assigned to a school. Subject to job requirements and student needs, employees selected for
3 involuntary transfers shall be those with the least District seniority.

4 **7.045:** A list of employees to be involuntarily transferred will be compiled by the Personnel
5 Department. Vacancy information shall be provided to these employees. Thereafter, employees
6 shall indicate the positions, in order of preference, which they desire. After consideration of job
7 requirements and student needs, employees who have the highest seniority shall be placed first.

8 **7.046:** No new employee shall be hired in a job classification until all employees in that
9 classification have been placed. Should an employee refuse to accept an assignment substantially
10 equal to their current assignment, said refusal shall constitute a resignation by the employee.

11 **7.05 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a workers'
12 compensation injury and who have been evaluated and released by an approved physician as
13 physically able to return to work with specific limitations, will return to their job site upon
14 written authorization by the Department of Insurance and Benefits Management. Specific work
15 limitation will be forwarded to the employee's supervisor from the treating physician. The
16 employee will remain in his/her job site, performing appropriate duties as identified by his/her
17 supervisor for a period of ten (10) work days. No later than eleven (11) days after returning to
18 limited duty, the employee will be evaluated by his/her physician and, if not released for full
19 duty, will be returned for limited duty for the work period not to exceed ten (10) work days. At
20 the completion of the second ten (10) day period, if the employee is not able to return to a full-
21 duty status, he will be evaluated by the physician, principal/supervisor and the Department of
22 Insurance and Benefits Management to determine the employee's status. Alternatives such as
23 returning to workers' compensation off-duty status, continuation of limited duty assignments,
24 Alternate Duty assignments, and/or other assignments will be reviewed with the employee.

25 **7.06 - ALTERNATE DUTY ASSIGNMENTS:**

26 (a) Employees who have experienced a workers' compensation injury and who have
27 achieved maximum medical improvement as determined by an approved physician and
28 are unable to return to their previous position may be eligible for alternate duty
29 assignments. Employees will be evaluated for alternate duty by the Department of
30 Insurance and Benefits Management. Employees who do not meet the criteria for
31 Alternate Duty shall lose their employment with the District.

32 (b) Alternate Duty assignments are trainee positions at job sites to be identified by the
33 Personnel Department after a thorough review of the employee's job history,
34 qualifications, and physical limitations. Positions such as clerk typist, data entry and
35 teachers' assistants are some of the possible opportunities for Alternate Duty training.

36 (c) All Alternate Duty positions will be funded from the Workers' Compensation loss fund
37 budget, as directed by the Department of Insurance and Benefits Management.

1 **7.061 - WAGES:** Employees selected for Alternate Duty assignments will be paid in accordance
2 with the appropriate salary schedule, but in no case shall the employee receive less than the
3 amount received prior to the injury. Employees assigned to positions at a higher pay rate shall be
4 paid at the rate of the job performed when the employee is fully trained in that position as
5 determined by management.

6 **7.062 – ALTERNATE DUTY TRAINING:**

- 7 (a) Employees will be placed in an Alternate Duty training position based upon their
8 physical abilities (as determined by their treating workers' compensation physician)
9 and their vocational aptitudes (as determined by vocational testing, educational
10 certifications, etc.).
- 11 (b) The total maximum time an employee may remain in an Alternate Duty "training
12 status" is one year. The maximum time may be extended to two years under
13 extenuating circumstances. (Example: illness, language barrier, etc.)
- 14 (c) Employees will be deemed "trained" when they have successfully acquired the
15 minimum skills necessary to qualify for the position for which they are training, as
16 acknowledged by their supervisor and Insurance & Benefits.
- 17 (d) Employees who fail to achieve "trained" status within one year (or two years for
18 employees with extenuating circumstances) will lose their employment with the
19 District.
- 20 (e) Employees who are unsuccessful in their initial training position, may make one
21 change of training assignment within the one-year period (two-year period for
22 employees with extenuating circumstances); however, a change of training position
23 will not extend their training timeline.
- 24 (f) Once employees are deemed "trained" by Insurance & Benefits, they are required to
25 apply for all positions, for which they have received training, within a reasonable
26 commute.
- 27 (g) For employees who are unsuccessful in finding a regular position within 60 working
28 days of achieving "trained" status, Personnel Services will begin procedures to place
29 those employees in regular positions.
- 30 (h) If an employee refuses to be tested for Alternate Duty placement or to participate in
31 his/her assigned Alternate Duty training program, this shall be deemed a voluntary
32 resignation of employment.
- 33 (i) Employees who worked less than a 12-month schedule at the time of their work-related
34 accident will not be guaranteed summer employment while participating in the
35 Alternate Duty Program.

1 (j) The provisions of this section also apply to employees currently enrolled in the
2 Alternate Duty Program at the date of this Agreement.

3 (k) The provisions of this section apply to all Alternate Duty employees.

4 **7.063 – CONTINUED EMPLOYMENT:** Following a successful training period, employees
5 who continue employment in a new assignment and are paid at a rate less than their pre-injury
6 rate shall be reimbursed for any loss of wages which occurs due to the acceptance of the position
7 in accordance with the appropriate wage loss procedures as defined by Section 440, Florida
8 Statutes. Following a successful training period, for those employees with a date of injury
9 occurring prior to January 1, 1994, who continue employment in a new assignment at a rate less
10 than their pre-injury rate shall be reimbursed for any loss of wages in accordance with the
11 appropriate wage loss procedures as set forth in Section 440 F.S. Those employees who
12 sustained injuries subsequent to January 1, 1994, are not eligible for such wage loss benefits.

13 **7.07 - SENIORITY AND REDUCTION-IN-FORCE:**

14 **7.071 - SENIORITY:** Seniority is the length of continuous service with the Board as a full-time
15 or part-time employee. Any tie in seniority shall be decided by the Superintendent. Employees
16 lose their seniority as a result of the following:

- 17 (a) Termination.
- 18 (b) Retirement;
- 19 (c) Resignation;
- 20 (d) Layoff exceeding two (2) years;
- 21 (e) Unexcused absence for more than three (3) consecutive work days;
- 22 (f) Failure to report to Personnel an intention to return to work within ten (10) calendar
23 days of receipt of recall by certified mail with restrictive delivery;
- 24 (g) Failure to report from military leave within the time limits prescribed.

25 **7.072 - LAYOFF:** The Board will determine the classification by departments and schools to be
26 reduced. The Board will notify the Association in advance of any reduction-in-force or reduction
27 in hours action. Employees will be laid off or reduced in hours in the inverse order of their
28 seniority in the District. Employees who are laid off or reduced in hours may fill a vacant
29 position, if qualified.

30 **7.073 - RECALL:** Employees in layoff or reduced in hours status will retain recall rights for two
31 (2) years and shall have preference over applicants. Recall will be made by certified mail with
32 restrictive delivery to the last address in the employee's records. Within ten (10) calendar days
33 after receiving notice, laid off or reduced employees must respond to Personnel. Failure to
34 respond shall constitute a resignation by the employee.

- 35 (a) Recall will be offered to laid off or reduced employees if they are qualified to perform
36 the job. A laid off or reduced employee, when offered recall, who is temporarily unable
37 to return due to medical reasons certified by a licensed medical provider, may request
38 an extension of recall.

1 (b) Employees with the greatest seniority in that classification shall be recalled first.

2 **7.074 – SENIORITY LIST:** The Superintendent agrees to provide the President of the
3 Association a current seniority list by March 1 of each year and prior to any reduction-in-force.
4 The seniority list shall include only position titles listed in (see Appendix) of this Agreement.

5 **7.08 - EMPLOYEE PERFORMANCE ASSESSMENT:** Each employee will receive a written
6 performance assessment of his work at least once during each contract year. The parties agree
7 that the Association will have input into the development of the assessment forms.

8 **7.081:** Each employee’s written performance assessment shall be discussed with him by the
9 supervisor.

10 **7.082:** After discussion of the performance assessment, the employee shall sign the performance
11 assessment, acknowledging that he has been shown the report and that it has been discussed with
12 him by the assessor.

13 **7.083:** If the employee disagrees with his performance assessment, he may submit a written
14 statement which shall, upon request of the employee, be attached to the Board’s copy.

15 **7.084:** Each employee shall be given a copy of his performance assessment within ten (10)
16 calendar days after completion; but not later than April 1. Additional performance assessments
17 completed after April 1 will be given to each employee within ten (10) calendar days after
18 completion.

19 **7.085:** All discussion of a performance assessment by a supervisor shall be conducted in private.

20 **7.086:** No employee in the unit shall complete or sign performance assessments of other
21 employees.

22 **7.09 - PERSONNEL FILES:**

23 **7.091:** Each employee has the right to have another person accompany him to review his
24 personnel file, if he so chooses. Such review shall be made before or after the employee’s work
25 day or during duty-free lunch, unless the employee is on leave, in the presence of the person
26 responsible for the safekeeping of the personnel files.

27 **7.092:** The Board will provide, within five (5) work days, a copy of as much of the contents of
28 the employee’s personnel file as is requested in writing by the employee. The cost of duplication
29 of such records shall be paid by the employee.

30 **7.093:** Each employee has the right to comment in writing concerning any materials in his
31 personnel record.

32 **7.094:** An employee will receive copies of any document referred to in Articles 7.08 and 7.10
33 within one (1) business day from when s/he signs the document.

1 **7.10 - DISCIPLINE:** Any discipline during the contract year, that constitutes a verbal warning,
2 letter of warning, letter of reprimand, suspension, demotion or termination shall be for just cause.
3 Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the
4 site based administrator. The employee shall be provided an opportunity to be heard regarding all
5 allegations at a meeting with the site based administrator. The employee shall have the right to
6 have representation (as per Provision 7.102) at the meeting and shall present relevant information
7 in his/her defense. Any discipline applied by the site based administrator pursuant to this
8 provision shall be, when appropriate, progressive in nature. Forms of action or discipline
9 considered may include retraining or other assistance in addition to verbal warning, letter of
10 warning, letter of reprimand, or suspension without pay. Employees subject to discipline under
11 this provision shall be entitled to appeal solely through the grievance process as set forth in
12 Article 5 of this Agreement.

13 The District's Department of Professional Standards and Equity may begin an investigation at
14 the request of the site based administrator regarding allegations of employee misconduct or
15 unsatisfactory job performance that could result in suspension without pay or termination of
16 employment. When the District's Department of Professional Standards and Equity conducts an
17 investigation, a predetermination conference will be held with the employee. Allegations will be
18 reviewed at the predetermination conference and the employee will be afforded the opportunity
19 to respond. Employees will be given at least two days prior written notice, whenever possible, of
20 the predetermination conference and shall be advised of their right to have a representative (as
21 per Provision 7.102) accompany them and present relevant information. After all information has
22 been considered, the Director of the Department of Professional Standards and Equity shall make
23 a recommendation of any disciplinary action to the Superintendent. Recommended actions shall
24 be when appropriate, progressive in nature and may include, but are not limited to, verbal
25 warning, letters of warning and reprimand, suspension without pay, retraining or other assistance
26 and termination from employment. Employees subject to disciplinary action as specified in this
27 provision shall be entitled to appeal through the grievance process as set forth in Article 5 of the
28 collective bargaining agreement.

29 **7.101 – USE OF TECHNOLOGY IN DISCIPLINE:** Modern technology (i.e. e-mail, audio
30 and video recordings via cell phones, etc.) has become common in the work place and may be
31 used in the course of an investigation. The use of these technologies will not replace the
32 traditional use of documentation when discussing and/or investigating matters involving the
33 actions of employees.

34 **7.102 – EMPLOYEE RIGHT TO REPRESENTATION:** If an employee has a reasonable
35 belief that discipline or adverse consequences may result from a meeting with management, the
36 employee has the right to request representation. Management is not required to inform the
37 employee of his/her Weingarten rights; it is the employee's responsibility to know his/her rights
38 and make the request. Such meetings shall take place in private. Management shall recognize the
39 following individuals as acceptable representatives of the employee: the employee's attorney; a
40 union representative; or a co-worker that is a member of the bargaining unit.

41 **7.103 - TERMINATION:** The employee and the Association shall receive written notice of a
42 recommendation for termination. Such notice shall include the reasons for the recommendation

1 to dismiss. The employee shall either be entitled to a hearing before the Board or may file a
2 grievance but may not do both.

3 **7.104 - REPRIMAND:** Any written reprimand shall be furnished to the employee and the
4 employee shall sign the reprimand for the sole purpose of indicating that he/she has received the
5 statement and has discussed it with the supervisor. If the employee refuses to sign, the
6 reprimand will be provided to the employee and a copy placed in the employee's personnel file.
7 The employee will have an opportunity to submit a written response which will be placed in the
8 employee's personnel file.

9 **7.105 - SUSPENSION:** Suspensions shall be subject to the grievance procedure. In the event
10 that the grievant prevails, the record of the suspension shall be placed in separate stand alone
11 personnel file. All notices of suspension shall be in writing and delivered to the employee with a
12 copy to the Association within five (5) days of the decision to suspend.

13 **7.11 - NONREAPPOINTMENT:** During the first two (2) years of employment the District may
14 choose not to renew an employee's contract at the end of the employee's contractual year
15 regardless of performance. Upon written request, the employee shall be granted a conference
16 with the Superintendent for the purpose of reviewing the Supervisor's recommendation not to
17 renew the employee's contract. The employee must request the conference within five (5) work
18 days after receiving notification from his/her supervisor that non-renewal is being recommended.
19 The Superintendent shall conduct the conference within ten (10) working days of the employee's
20 request. The decision of the Superintendent shall be in writing and shall be furnished to the
21 employee within ten (10) work days after the conference. The decision is final and not subject to
22 the grievance procedure unless it is arbitrary or capricious. After two (2) years of successful
23 employment, no employee's contract shall be non-renewed. The parties agree that dismissal is
24 the extreme disciplinary penalty, since the employee's job seniority, other contractual benefits,
25 and reputation are at stake. In recognition of this principle, it is agreed that disciplinary action(s)
26 taken against SPALC bargaining unit members shall be consistent with the concept and practice
27 of the provisions of 7.10 of the collective bargaining agreement and that in all instances the
28 degree of discipline shall be reasonably related to the seriousness of the offense and the
29 employee's record.

30 **7.111:** An employee who is being considered for non-reappointment due to poor performance
31 shall receive written notice from the supervisor by May 1.

32 **7.112:** An employee who is being considered for non-reappointment based upon misconduct
33 occurring after May 1 will receive written notice as soon as that decision is made by the
34 supervisor.

35 **7.12 - INJURY:** The Board assures employees of its support when employees have followed the
36 laws and regulations of the State and the policies of the Board in carrying out their responsibility.
37 An employee involved in injury to himself, a student or to another employee shall immediately
38 report same to his supervisor and thereafter make such written reports as necessary to comply
39 with Board policy.

1 **7.13 – WORK PLACE CIVILITY:** Employees shall not engage in speech, conduct, behavior
2 (verbal or nonverbal), or commit any act of any type which is reasonably interpreted as abusive,
3 profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the
4 workplace.

ARTICLE 8

JOB POSTING, BIDDING AND PROMOTIONS

1 **8.01:** Job openings and new positions shall be filled as herein provided.

2 **8.011:** Employees shall be informed about practices, policies and procedures relating to filling of
3 vacancies. SPALC shall be involved in the selection of tests, assessment tools and scoring
4 guides used in the selection process. If tests are used, applicants shall be informed of any tests
5 and the process that will be used prior to the interview. Training shall be provided to employees
6 about the process to be used and the skills necessary for each job.

7 When job vacancies occur, the applicant whose qualifications, seniority, work experience and
8 interview responses are superior, shall be offered the position. Any job specific skills,
9 knowledge, abilities and qualifications in addition to the approved job description expected of
10 applicants shall be determined prior to considering any applicants for a vacancy. Additional
11 skills, knowledge, abilities and qualifications shall not be to the extent that it would create a new
12 job classification or be equivalent to an existing job classification and job description.

13 Current employees of the District who apply shall be given first consideration prior to other
14 applicants. If the Superintendent determines that two or more current employee applicants are
15 equally qualified, the employee applicant with the most in-district experience will be offered the
16 position. Applicants shall receive timely notice of the hiring decision. If an unsuccessful
17 employee applicant makes a written request to the supervisor responsible for the selection
18 process within ten (10) working days of his interview appointment, the supervisor will schedule
19 a conference within ten (10) days of receipt of the written request to discuss his application and
20 possible changes to enhance the employee's opportunity for future promotion.

21 **8.012:** A list of job openings shall be provided to Association representatives at each work site
22 upon request. Job openings shall also be published in the District newsletter for five (5)
23 consecutive work days prior to filling the position. During the weeks when the District
24 newsletter is not published, job openings will be posted on the bulletin board in Personnel to
25 coincide with the work week for either four (4) or five (5) consecutive work days. Posted job
26 openings shall include the beginning hourly rate.

27 **8.013** – Persons who have been hired as substitute/temporary employees and have worked
28 successfully for six (6) months or longer shall be considered at the same time as current
29 employees when vacancies occur. No temporary appointment shall become permanent unless it
30 has been advertised in accordance with Section 8.012 of this Agreement.

31 **8.014:** When it is necessary to transfer an employee from or to a day or evening schedule, the
32 supervisor shall, among other job-related considerations, recognize the seniority of the employee.

33 **8.015 - SUMMER SCHOOL VACANCIES:** Summer school vacancies will be posted and
34 filled in accordance with Article 8.011 and are subject to job requirements and student needs.
35 The District agrees to meet and consult with SPALC representatives regarding the development

1 of the Summer School handbook as it relates to employment of SPALC members for summer
2 school. Decisions regarding the development of the Summer School handbook as related to
3 filling summer school vacancies will be made in a collaborative manner when possible.

4 **8.02 - JOB DESCRIPTION AND ASSIGNMENTS:** The Board will prepare and maintain job
5 descriptions for those jobs in the unit. The job descriptions shall list the required qualifications as
6 completely as possible. Every job duty in a job description need not always be specifically
7 described, and any omission does not preclude the required performance of all duties that are job
8 related.

9 **8.021:** An employee may request a formal review of his job description when the employee
10 believes the current duties as assigned do not match the job description. Requests for review
11 shall be made in writing and submitted to the District Labor Management Committee.

12 **8.022:** Nothing in a job description shall be construed that any employee has the right to refuse
13 to follow instructions.

14 **8.023:** The Board agrees to conduct an ongoing review of job descriptions to ensure that an
15 accurate reflection of performance expectations is maintained. The Job Classification
16 Committee will be established by District Labor Management to review proposed changes in job
17 descriptions prior to placement of these proposed changes on the School Board agenda. This
18 committee shall consist of ten (10) members, five (5) of whom shall be appointed by the
19 Superintendent, including the Chairperson, and five (5) of whom shall be appointed by the
20 Association. The Job Classification Committee will establish a schedule for the systematic
21 review of job descriptions within the bargaining unit. The parties agree that all District
22 employees are essential to organizational functions. Therefore, committees shall make a
23 reasonable effort to meet at times that cause the least disruption to instructional programs and
24 District operations.

25 **8.024:** The Job Classification Committee will recommend job groups for consideration as
26 established career advancement paths.

27 **8.025:** If an employee is asked by a supervisor to leave the work site on District business, using
28 his personal vehicle, the Board shall reimburse the employee for actual mileage and furnish
29 liability insurance coverage as provided by the District's self-insurance plan. No employee shall
30 be required to use his personal vehicle for District business.

31 **8.03 - TRAINING OPPORTUNITIES:** Employees will be given an opportunity for training in
32 job advancement skills.

33 **8.04 - TEMPORARY REASSIGNMENTS:** When an employee is assigned to work at a
34 classification, in a pay grade higher than the employee's regular pay grade for a period of 5 or
35 days, the employee shall be paid at the higher pay grade retroactive to the first day of the
36 assignment.

1 Any suspected abuse of the temporary assignment provision or unfair assignment of
2 opportunities for short term assignment practices will be referred to the Labor Management
3 Committee.

4 **8.041 - TEMPORARY DUTY:** Upon the approval of the supervisor, an employee may be
5 assigned to be temporarily away from his/her regular duties and/or place of employment for the
6 purpose of performing other job related services, including but not limited to participation in
7 surveys, professional meetings, study courses, workshops, professional organization meetings
8 and similar services of direct and long-term benefit to the work group.

9 **8.05 - SUBSTITUTES:** If an employee is on an approved leave of absence, and no substitute is
10 utilized, no additional duties shall be distributed to other employees unless comparable duties are
11 specified by the principal, supervisor or designee as duties not to be completed.

12 **8.06 - INTERNS:** Interns may be identified as needed for the efficient operation of the school
13 system and to provide advancement opportunities for employees. At the end of the internship,
14 employees not promoted to positions in which the internship was served shall be returned to a
15 position comparable to the position held prior to serving the internship.

16 **8.07 - SATELLITE WORK SITES:** In departments where zones, regions or satellite work sites
17 are established, employee preferences by seniority will be considered. The Superintendent
18 reserves the right to assign employees as needed. Bidding procedures shall be established
19 through labor/management meetings in each department affected.

20 **8.08 - SUBCONTRACTING:** The Board agrees to utilize subcontractors only for a specific
21 need or in case of an emergency.

ARTICLE 9

LEAVES

1 **9.0100 - GENERAL CONDITIONS FOR LEAVES:** Leave should be requested only when
2 necessary.

3 **9.0101 – ABSENCE WITHOUT LEAVE:** Any absence from duty without leave may subject
4 the employee to termination or other appropriate discipline.

5 **9.0102 – ABSENCE WITHOUT PAY:** The pay deduction for each day of absence shall be
6 determined by dividing the base salary plus any wage supplement by the total number of hours in
7 the employee’s work year to determine the hourly rate, then multiplying that rate by the number
8 of hours absent. For purposes of this paragraph, supplements are those which relate to
9 employee’s principal position and exclude those supplements for extracurricular activities.

10 **9.0103 – NOTICE OF ABSENCE:** Any employee who will be absent from work for any cause
11 except for leave duly authorized and granted in advance shall notify the principal or immediate
12 supervisor of the leave needed as soon as possible prior to his/her absence.

13 **9.0104 –EXCESSIVE ABSENCE:** Excessive Absence may result in District personnel action
14 including, but not limited to, the use of the discipline or evaluation process consistent with the
15 District’s obligation under state and federal law.

16 **9.0105 – EXCESSIVE ABSENCE DEFINED:** Excessive absence shall be defined as follows:

17 (a) three (3) consecutive days of absence without medical verification in a case where
18 abuse is suspected and/or

19 (b) three (3) unauthorized absences in a twelve (12) month period and/or

20 (c) a continued pattern of absence that affects an employee’s ability to carry out the
21 essential functions of his/her position.
22

23 **9.0106 – UNAUTHORIZED ABSENCE:** Unauthorized absence shall be defined as follows:

24 (a) Failure of an employee to give notice of absence may be regarded as an unauthorized
25 absence. Upon reporting back to work, the employee shall be apprised of the
26 unauthorized leave status. However, if the employee can demonstrate that there were
27 extenuating circumstances (e.g., hospitalization, serious emergency), then
28 consideration must be given to changing the status of the leave.

29 (b) Absence in excess of accrued sick and personal leave, when such absence is not
30 specifically authorized in advance, is an unauthorized absence.

1 (c) Personal leave and vacation leave without advanced authorization unless in the case of
2 emergency as defined by section 9.023 (b) (1) is an unauthorized absence.

3 **9.0107 – ABANDONMENT OF POSITION:** An unauthorized absence of three consecutive
4 workdays without notice shall be evidence of abandonment of position and subject to termination
5 procedure.

6 **9.0108 - LEAVE APPLICATION:** All applications for leave, except sick, emergency, vacation
7 (see Article 10) and personal leave shall be submitted to the principal or supervisor in writing at
8 least five (5) days in advance. Leave granted for a school year or for the remaining part thereof
9 will expire at the end of the employee’s contract year. An employee having been granted leave
10 for the school year or remaining part thereof, who desires to return to work the next school year
11 shall notify the Superintendent in writing by April 1.

12 **9.0109 – APPROVAL OF LEAVE:** All requests for leave shall be submitted on the proper
13 form and shall be subject to approval by the Superintendent.

14 **9.0110 – LEAVE DISPOSITION:** All employees shall, if possible, be notified in writing of the
15 disposition of their request prior to the requested leave date. The notification of the leave request
16 shall be submitted by the employee in a timely manner. The employee shall be notified as to the
17 disposition of the leave by the supervisor in a timely manner. If the disposition is not provided
18 to the employee by the date of the leave, the employee shall follow-up with the supervisor prior
19 to taking the leave.

20 **9.0111 - CERTIFICATION:** An employee who has taken sick leave for five (5) days or more,
21 or injury or illness in line of duty leave, or maternity leave, may be required to provide
22 certification from a licensed medical provider stating that the employee is able to perform all of
23 his/her duties or that the employee was entitled to leave.

24 **9.0112 – REPLACEMENT FOR EXTENDED LEAVE:** A regular employee who is replacing
25 an employee on leave will be placed in a similar or comparable position within the District upon
26 the return of the employee on leave. Replacement positions will be filled only upon approval by
27 the Superintendent.

28 **9.02 - TYPES OF LEAVES:**

29 **9.021 – SICK LEAVE:** All full-time employees shall be credited with four (4) days of sick
30 leave on the last day of the first month of employment of each contract year and thereafter shall
31 accrue one (1) day of sick credit for each month of employment. The employee must work one
32 day more than half the scheduled work days in the month to earn one day of sick leave for the
33 month. Sick leave shall be credited to the employee at the end of the month and may not be used
34 prior to the time it is earned. No employee may earn more than one (1) day of sick leave times
35 the number of months of employment during the school year. Sick leave shall be accumulated
36 hourly from year to year without limit to the number of hours that may be accrued. Any leave
37 charged against sick leave shall be paid leave.

1 If termination occurs after the employee has used more sick days than he earned that contract
2 year, and if he/she has no sick leave accumulated from prior years, the Board will withhold an
3 amount of the employee's daily rate of pay for each sick day used that has not been earned.
4 Terminal pay benefits for accrued sick leave are defined hereinafter.

5 (a) **Claims:** An employee is eligible for sick leave for his own illness as well as illness or
6 death of father, mother, brother, sister, husband, wife, child, member of his household
7 or other close relative if approved by the Superintendent.

8 (b) **Record of Accrued Sick Leave:** The Board shall provide all employees with a
9 cumulative record of accrued sick leave hours on each pay statement.

10 (c) **Use of Sick Leave in Summer School:** Employees who are hired to work during the
11 summer school session shall earn one day (actual number of hours worked per day in
12 summer session) of sick leave for each three (3) week term. No more than two (2) days
13 sick leave with pay may be used during summer school.

14 (d) **Request for Sick Leave:** Each employee shall notify his supervisor as soon as possible
15 or when it is necessary to use sick leave. A claim for sick leave shall be signed by the
16 employee and filed with the principal or immediate supervisor by the end of the fifth
17 working day following the employee's return to work.

18 (e) **Conditions for Sick Leave:**

19 1) Sick leave may be used in increments of one (1) hour and one quarter (1/4) hours
20 thereafter. In cases of emergency or scheduled health care provider appointments
21 within two (2) hours of the end of the work day, the employee shall be charged
22 only actual time for said emergency leave if he has first reported to work.

23 2) Any employee who has used all paid sick leave but who is otherwise entitled to
24 sick leave shall be granted leave without pay. The claim for such leave shall
25 clearly state that the leave is without pay.

26 3) In the case of suspected sick leave abuse, the Superintendent may require a
27 medical provider's statement verifying illness.

28 4) An unfounded claim for sick leave shall be cause for employee discipline up to
29 and including discharge.

30 5) An application for sick leave due to an extended illness (twenty (20) work days)
31 shall be accompanied by a statement from a medical provider certifying that such
32 leave is essential and indicating the probable duration of the illness.

33 (f) **Transfer of Sick Leave:** Any employee shall be entitled to transfer sick leave credit
34 from other Florida school districts. In order to use transferred sick leave credits, an
35 employee must match each day transferred with a sick leave day earned in Lee County.

36 (g) **Reinstatement of Accrued Sick Leave:** When an employee interrupts service through
37 termination and subsequently returns to employment in the District without having
38 used his District accrued sick leave credit in another Florida school district, such
39 accrued sick leave credit shall become valid on the first day of reemployment.

1 (h) **Terminal Sick Leave Pay:** When an employee receives terminal pay benefits based
2 on unused sick leave, all unused sick leave credit shall be canceled.

3 (i) **End-of-Year Sick Leave Buy-Out Joint Feasibility Study:** The parties agree to
4 study the feasibility, scope and impact of a sick leave buy-out incentive plan over the
5 period of this contract. Should the parties agree to an acceptable sick leave buy-out
6 plan option prior to the end of the contract, a memorandum of understanding shall be
7 written to document the agreement with implementation to take place prior to the end
8 of the contract term.

9 **9.022 – ILLNESS OR INJURY-IN-LINE-OF-DUTY LEAVE:** Any full-time employee shall,
10 except as otherwise provided in this Agreement, be entitled to illness or injury-in-line-of-duty
11 leave with pay, less any Workers' Compensation payments, for a period not to exceed ten (10)
12 work days in any fiscal year regardless of the number of illnesses or injuries, nor to exceed ten
13 (10) days per any single illness or injury when that illness or injury continues or recurs from one
14 fiscal year to succeeding fiscal years, when he/she has to be absent from work because of a
15 personal injury received in the discharge of his/her duties. Illness-in-line-of-duty leave is
16 intended to deal with the illnesses normally known as childhood diseases, such as, but not
17 limited to, mumps, measles and chicken pox. This leave does not include normal adult illnesses
18 such as colds and influenza. This leave is non-cumulative. In addition to the conditions listed
19 below, for both illness and injury-in-line-of-duty, the Board reserves the right to request a second
20 medical opinion from a physician designated by the Board. Any additional expense incurred as a
21 result of this requirement will be paid by the Board.

22 (a) In order to be considered for injury-in-line-of-duty leave, the following conditions
23 must be met:

- 24 1) The employee must provide written testimony, in addition to his/her oral
25 testimony, that his/her injury was received in the line of duty.
- 26 2) The employee must file a written claim, as outlined below, in addition to the
27 injury report claim.
- 28 3) The employee must utilize the medical provider selected by the employer. The
29 employee may make a written request to change the medical provider after initial
30 consultation.

31 (b) In order to be considered for illness-in-line-of-duty leave, the following conditions
32 must be met:

- 33 1) The employee must furnish a letter from a medical doctor, who treated the patient,
34 stating that in his/her opinion, there is a strong probability that the illness was
35 contracted on the job.
- 36 2) The employee must file a written claim as outlined below.

37 (c) Any employee who has a claim for compensation while absent because of injury or
38 illness incurred as prescribed herein, shall file a claim on the standard leave form
39 provided by the Board with his/her principal or other immediate supervisor by the end
40 of the fifth working day following the employee's return to duty after the leave for
41 illness or injury-in-line-of-duty.

- 1 (d) Effective January 1, 2010, employees who are absent from work exclusively for
2 Workers' Compensation (ILD, Workers' Compensation) shall, upon their return to full
3 duty for no less than 30 days, be credited with sick leave accrual for the period of their
4 Workers' Compensation absence.

5 **9.023 – PERSONAL LEAVE:** All employees shall make a written application for personal
6 leave. The employee shall not be entitled to pay while on personal leave except as provided
7 herein. Personal leave is to allow employees to attend to personal business or matters which
8 cannot be attended to outside of the employee's regular work day. Employees who abuse
9 personal leave may be subject to disciplinary action.

- 10 (a) **Invalid Use of Personal Leave:** Personal leave, whether without pay or charged to
11 sick leave, shall not be used by school-based personnel or transportation department
12 employees at the following times, except with the specific written permission of the
13 Superintendent:

- 14 1) the day immediately prior to or following a holiday or employee vacation;
15 2) the five (5) work days immediately preceding and following the student's school
16 year;
17 3) on any day while summer school is in session;
18 4) during District designated, standardized testing periods impacting major student
19 populations. This applies to Transportation and school-based employees only.

- 20 (b) **Personal Leave Charged to Sick Leave:**

- 21 1) Each employee may take up to five (5) days of personal leave with pay during
22 each fiscal year which is charged to accumulated sick leave. All requests for
23 personal leave charged to sick leave shall be made at least three (3) work days in
24 advance except in cases of emergency. In cases of emergency, the employee shall
25 be charged only actual time for said emergency leave if he has first reported to
26 work. If the reason for absence is an emergency and prior written request
27 is not possible, the employee shall notify his principal or supervisor as soon as
28 possible prior to the absence.
- 29 2) The use of personal leave charged to sick leave shall be subject to the following
30 conditions:
- 31 a) it is not cumulative.
32 b) it need not be approved if the Superintendent determines that it will create a
33 disruption of the instructional or work setting.
34 c) it may be used only in one-half (1/2) day increments by couriers and
35 maintenance employees. One-half (1/2) day shall be defined as one-half (1/2)
36 the number of hours in the employee's work day. Other employees may take
37 personal leave in increments of one (1) hour and quarter (1/4) hours
38 thereafter.
39 d) Employees are not required to provide the supervisor the reason for the
40 request.
41 e) If personal leave charged to sick leave is disapproved, the employee may:
42 1) accept disapproval of the leave request, or

- 1 2) provide his supervisor with a reason for the request so that the
2 supervisor may try to accommodate the employee when the request,
3 based on the reasons given, discloses a situation that cannot be
4 controlled by the employee or postponed to another time. The reason
5 will not be reflected on the leave request form and will be held in
6 confidence.
- 7 3) The principal or supervisor will give consideration to requests in the
8 order in which they are received as determined by the filing date.

9 (c) **Personal Leave Without Pay:** Personal leave without pay is available only when an
10 employee has no appropriate paid leave available. It need not be approved if the
11 Superintendent determines that it will create a disruption of the instructional or work
12 setting.

- 13 1) **Extended Personal Leave Without Pay:** Personal leave without pay up to thirty
14 (30) days may be granted at the discretion of the Superintendent. Personal leave in
15 excess of thirty (30) days shall be subject to Board approval.
- 16 2) **Personal Leave Without Pay for Adoption of a Child:** An employee who
17 adopts a child may request personal leave without pay at any time during the first
18 year after obtaining actual custody of a child, or as otherwise needed to fulfill the
19 requirements for adoption. Adoption leave is subject to the provisions of the
20 maternity leave article. Only one adoption leave per household will be granted at
21 one time.
- 22 3) **Personal Leave Without Pay for Paternity Leave:** All employees are eligible
23 for paternity leave subject to the applicable conditions outlined in the section on
24 maternity leave. Only one leave per household for either maternity or paternity
25 leave will be approved at one time. Paternity leave will only be granted for the
26 period following the birth or adoption of the child.
- 27 4) **Employees on Board approved leave without pay:** must provide written notice
28 to the District of their intention to return from leave, extend leave or resign within
29 20 work days prior to the leave return date.
- 30 5) **Prohibited Leave:** Employees will not be afforded leave to work at Charter
31 Schools.

32 **9.024 – MATERNITY LEAVE:** All full-time employees shall be eligible for maternity leave.
33 The employee shall submit a written request for maternity leave to the Superintendent. The leave
34 request shall include the date the leave is to commence as determined by the employee in
35 consultation with her licensed provider. Except in the case of an emergency, a request for
36 maternity leave shall be made at least thirty (30) calendar days prior to the date on which the
37 leave is to begin. Maternity leave shall be without pay, except that the employee must file a
38 claim to use accrued sick leave during that period of leave for which a medical disability exists.
39 Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a
40 licensed medical provider. In the event that the leave request does not specify a return date, the
41 employee shall notify the Superintendent at least twenty (20) working days prior to her intended
42 return date. Such notice shall be given no later than April 1 in order for the employee to be
43 considered for return to duty that school year. The employee may return to duty on the date
44 requested upon receipt by the Superintendent of certification from a licensed provider stating that

1 she is physically capable of performing her job. In the event that leave is approved by the Board
2 effective on or after the first day of the fourth quarter of a school year, a request for the next
3 fiscal year shall not extend beyond the end of the first semester.

4 **9.025 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable
5 state and federal law. Employees in the National Guard or Reserve shall be granted up to
6 seventeen (17) days paid leave of absence per school year without loss of pay. Leave for longer
7 periods shall be granted when the employee is assigned to duty functions of a military character.
8 Such extended leave shall be without loss of seniority but is not paid leave. An employee shall be
9 granted leave to participate when called for active federal military service. The first thirty (30)
10 days of leave is with full pay and the remainder is without pay. Such leave terminates thirty (30)
11 days after release or discharge from active military service. Such leave shall be without loss of
12 seniority and shall be credited to the employee for experience credit on the salary schedule.
13 Nothing herein shall be construed to expand any military leave privileges other than those
14 provided by applicable state and federal law.

15 **9.026 – JURY DUTY LEAVE:** Any employee, including those employed for summer school,
16 who is subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee
17 shall not be reimbursed for meals, lodging and travel while on leave. Per diem paid by the court
18 for such purposes may be retained by the employee.

19 **9.027 – WITNESS LEAVE:** When an employee is subpoenaed, he shall be granted temporary
20 duty leave. Temporary duty with pay shall not be granted for court attendance when an employee
21 is a party to the litigation. The employee may retain any fees. In the event no fees are awarded by
22 the court, and the employee is testifying for the Board, he will be eligible to be paid per diem and
23 travel expenses as provided in Board policy. A request for reimbursement must be filed by the
24 employee.

25 **9.028 – TEMPORARY DUTY:** An employee may be assigned temporary duty away from his
26 regular job. Temporary duty may include participation in surveys, meetings, study courses,
27 workshops and similar services. Such assignment may be initiated by the Superintendent or the
28 employee with consideration given to the disruption of the work place that the temporary duty
29 may cause. Temporary duty is not leave. The employee and the Superintendent must mutually
30 agree on temporary duty.

31 **9.029 – FAMILY AND MEDICAL LEAVE:** All provisions of this section shall be effective
32 for School Board employees July 1, 1994, and shall be interpreted so as to comply with the
33 requirements, including definitions, of the Family and Medical Leave Act (FMLA) of 1993, and
34 any applicable implementing regulations. No provision in this section shall operate to limit or
35 reduce leaves provided under other contract terms.

36 (a) **Employee Eligibility:** Any employee who has worked for the Lee County School
37 District for at least twelve (12) months and for at least 724 hours during the year
38 preceding the start of the leave is eligible.

- 1 (b) **Reasons for Leave:** Eligible employees shall be granted FMLA leave:
2 1) to care for the employee’s child after birth, or following placement for adoption or
3 foster care;
4 2) to care for the employee’s spouse, son or daughter or parent, who has a serious
5 health condition; or
6 3) because of a serious health condition that makes the employee unable to perform
7 the functions of the employee’s job;
8 4) to use for any qualifying exigency arising out of the fact that a covered military
9 member (member of National Guard and Reserves) is on active duty or called to
10 active duty status in support of a contingency operation. A qualifying exigency is
11 defined as follows:
12 a) Short-notice deployment;
13 b) Military events and related activities;
14 c) Childcare and school activities;
15 d) Financial and legal arrangements;
16 e) Counseling;
17 f) Rest and recuperation;
18 g) Post-deployment activities;
19 h) Additional activities not encompassed in the other categories, but agreed to
20 by the Board or employee; or
21 5) to care for a covered service member with a serious illness or injury incurred in
22 the line of duty while on active duty. Such eligible employees shall be permitted
23 to take up to 26 work weeks of leave in a 12-month period.
- 24 (c) **Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve
25 (12) work weeks of FMLA leave in a 12-month period, to be measured backward from
26 the commencement date the employee uses FMLA leave. An eligible employee taking
27 leave under paragraph (b) 5) shall be permitted to take up to 26 work weeks of leave in
28 a 12-month period.
- 29 (d) **Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken
30 intermittently whenever it is medically necessary to take care of a seriously ill spouse,
31 child or parent of the employee, or because of the employee’s own serious health
32 condition making the employee unable to work. Intermittent leave may be taken in
33 increments of one or more days or partial days. Certification of the need for
34 intermittent leave and the leave schedule shall be provided by the health care provider.
35 Employees needing intermittent FMLA leave must attempt to schedule their leave so
36 as to minimize disruption to the District’s operations. The District may assign an
37 employee to an alternative position on a temporary basis with equivalent pay and
38 benefits that better accommodates the employee’s intermittent leave schedule.
39 Intermittent FMLA leave must be requested by the employee in writing at least thirty
40 (30) days in advance, or as soon as is practicable.
- 41 (e) **Maintenance of Group Medical Insurance:** The Board shall maintain an employee’s
42 medical insurance coverage during FMLA leave to the same extent coverage was
43 provided to the employee prior to taking FMLA leave, for a period not to exceed

1 twelve (12) weeks during the applicable twelve (12) month period and for 26 weeks
2 during the applicable twelve (12) month period if eligible for leave under paragraph (b)
3 5) of this provision. Medical insurance premiums which had been paid by the
4 employee prior to FMLA leave for any dependent coverage must continue to be paid
5 by the employee during the FMLA leave period. If such payments are not made by the
6 employee, the dependent's insurance coverage will lapse and no benefits will be paid
7 for claims incurred while the policy has lapsed. When the employee is reinstated, and
8 payroll deduction of dependent's premiums resumes, the dependent's insurance will be
9 reinstated with the same coverage as prior to the lapse.

10 (f) **Notice:** Employees must request FMLA leave in writing, directed to the Personnel
11 Department, at least thirty (30) calendar days in advance, or as early as is practicable.
12 The time for the start of the leave may be delayed for up to thirty (30) days for failure
13 to provide timely notice. An employee needing FMLA leave must follow the work
14 site's usual and customary call-in procedures for reporting an absence, absent unusual
15 circumstances.

16 (g) **Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the
17 same or an equivalent position. An equivalent position must be at the same pay,
18 benefits, and working conditions, include the same privileges, prerequisites and status,
19 and involve the same or substantially similar duties and responsibilities. The equivalent
20 position must be located at the same or geographically proximate work site unless the
21 employee's request for transfer has been accepted.

22 (h) **Failure to Return:** At the start of any FMLA leave, the employee must state whether
23 he/she intends to return at the end of the leave. If the employee does not intend to
24 return, the employee will be deemed to have resigned voluntarily, and no FMLA
25 benefits will be provided. If the employee states that he/she intends to return, and then
26 fails to return, for reasons other than (1) the continuation of a serious health condition
27 of the employee or a covered family member or (2) circumstances beyond the
28 employee's control (certification required within 30 days of failure to return for either
29 reason), the employee must promptly reimburse the Board for the cost of insurance
30 provided by the Board during the leave. If the employee fails to do so, the Board
31 may take action to recover the premiums paid.

32 (i) **Application of Paid Leave:** Employees are required to use paid accrued sick leave
33 before any FMLA leave is taken as a result of a serious health condition. Employees
34 are required to use any paid accrued vacation before any FMLA leave is taken. Any
35 such paid accrued leave taken will be counted toward the allowable twelve (12) weeks
36 of FMLA leave.

37 (j) **Medical Certification:** Employees requesting FMLA leave due to a serious health
38 condition of the employee, or of the employee's spouse, child or parent, are required to
39 submit a certification from a health care provider, verifying that the leave is medically
40 necessary. If the Board deems a medical certification incomplete or insufficient, the
41 Board must specify in writing what information is lacking, and give the employee 14

1 calendar days to cure the deficiency. The Board may require an employee to obtain a
2 second medical certification, at the Board's expense. The second health care provider
3 may not be employed on a regular basis by the District. If the opinions of the first and
4 second health care provider differ, the Board may require a third medical certification,
5 again at the Board's expense, from a health care provider selected by the employee
6 from a mutually-agreed upon list maintained by the Director of Insurance and Benefits
7 Management. The third opinion shall be final and binding. In all cases the Board may
8 request a recertification of an on-going condition every six months in conjunction with
9 an absence.

10 (k) **Fitness-for-Duty Certification:** As a condition of restoration of an employee who has
11 taken FMLA leave due to the employee's serious health condition, the employee is
12 required to provide certification from the employee's health care provider that the
13 employee is able to resume work, i.e., is fit for duty and has the ability to perform the
14 essential functions of the employee's job. If an employee is taking intermittent leave
15 and reasonable job safety concerns exist, the Board may require a fitness for duty
16 certification before the employee may return to work.

17 **9.03 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a
18 leave terminates on the first scheduled pay day that the employee does not receive a paycheck,
19 except as otherwise provided by law or this agreement. To continue insurance coverage during
20 the leave period, the employee is responsible for and must remit all premiums due thereafter
21 when permitted. Employees whose ten (10) day Sick Leave Bank (SLB) waiting period aligns
22 with a pay period, which results in the employee receiving no pay check for the pay period, shall
23 have their Flex Credit contribution for that pay period covered by the Board.

24 **9.04 - SICK LEAVE BANK:** The District has several Sick Leave Banks (SLB). When a Sick
25 Leave Bank member changes positions which would require a change to a new Sick Leave Bank,
26 that person shall be treated as a new member and must give up one sick leave day for
27 membership in the new bank. However, if the member has donated a day within the same fiscal
28 year, that day may be transferred to the new bank. The purpose of the Sick Leave Bank (SLB) is
29 to provide a pool of emergency sick leave days in cases of catastrophic illness. For the purposes
30 of the Sick Leave Bank, catastrophic illness or injury is defined as those illnesses or injuries that
31 require immediate medical attention and cannot be postponed (cannot be scheduled during a
32 work break or during non-work hours). The Sick Leave Bank is not intended to provide benefits
33 to an employee for such things as cosmetic surgery, elective surgery, or other similar claims.
34 Sick Leave Bank time will only be donated for mental illness when an inpatient hospital stay is
35 required. Contributors may draw days from the Sick Leave Bank after their own accumulated
36 sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the
37 other provisions herein pertaining to accrued leave.

38 **9.041 - MEMBERSHIP:** Any full-time employee may enroll in the Sick Leave Bank between
39 August 15 and September 30 provided the following three requirements are met:

- 40 (a) Continuous employment for at least one (1) year.
- 41 (b) Accrual of six (6) leave days by September 1.
- 42 (c) Donation of a seventh or subsequent sick leave day by October 15.

1 Only full-time employees are to enroll in and receive benefits from the Sick Leave Bank. Any
2 full-time employee who ceases to work twenty (20) or more hours per week shall become
3 ineligible for membership and benefits until the employee again becomes full-time. Enrollment
4 forms shall be provided to employees at each work site. Sick leave days contributed to the Sick
5 Leave Bank will not be returned except as hereafter provided.

6 **9.042 - INELIGIBILITY:** Any employee who receives sick leave bank benefits and is not
7 entitled thereto shall reimburse the District for all benefits received and the Board shall restore
8 the sick leave days to the Sick Leave Bank.

9 **9.043 - CONTRIBUTIONS:** In the event the number of days in the Sick Leave Bank balance
10 falls below thirty percent (30%) of the number of Sick Leave Bank members, each member of
11 the Sick Leave Bank must contribute one (1) day from his accumulated sick leave to the Sick
12 Leave Bank. In the event a Sick Leave Bank member cannot contribute an additional day due to
13 leave exhaustion, he is not then using the Sick Leave Bank, the additional day shall
14 automatically be his next accrued sick leave day.

15 **9.044 - DURATION:** If membership in the Sick Leave Bank and/or the number of days in the
16 Sick Leave Bank fall below three hundred (300), the Sick Leave Bank shall be discontinued, and
17 all remaining time in the Sick Leave Bank shall be distributed as provided herein.

18 **9.045 - ADMINISTRATION:**

19 (a) The SLB will be administered by the Personnel Department.

20 (b) An Overview Committee consisting of two (2) employees appointed by the
21 Superintendent and two (2) employees appointed by the Association shall review the
22 administration of the SLB, investigate alleged abuses, and determine eligibility as
23 herein provided. Committee members shall be provided a quarterly report showing the
24 number of SLB members, balance of days, and number of applications for use.

25 (c) The Sick Leave Bank will only grant the number of days that are available in the bank.
26 No sick leave bank days will be granted that would cause a negative balance of days to
27 occur in the Sick Leave Bank.

28 (d) The status of the Sick Leave Bank will be reviewed by the District Labor Management
29 Committee at the end of each fiscal year to determine if the maximum number of days,
30 used by one person, can be increased to a maximum of fifty (50) days.

31 **9.046 - BENEFITS:** The SLB shall be used only by a SLB member for his personal illness or
32 disability and may not be used because of the illness, disability, or death of any other person.

33 (a) In the event of a catastrophic illness of a participating employee which causes the
34 employee to be absent from work for an extended period of time, the employee may
35 receive paid leave as follows:

- 1 1) The employee must first use all accumulated sick and vacation leave and all other
- 2 forms of paid leave available;
- 3 2) The employee must then use unpaid leave for ten (10) consecutive work days;
- 4 3) The employee must make application to the SLB and submit medical justification
- 5 for the number of required days;
- 6 4) The employee is eligible for up to twenty (20) continuous paid work days in a
- 7 school year or a total of twenty (20) days for any one illness or disability. When
- 8 an employee uses twenty (20) days for any one illness or disability and returns to
- 9 work, the employee shall again become eligible to use days for the same illness or
- 10 disability after a three (3) year period from the date of return to work.

11 (b) In the event of a second catastrophic illness of a participating employee which occurs

12 within one calendar year of the date the employee returned to work after utilizing the

13 Sick Leave Bank and the employee is approved for sick leave benefits, the ten (10)

14 days of unpaid leave shall be waived.

15 (c) The eligibility of an employee to receive benefits will be reviewed by the Overview

16 Committee which will make the final determination. If an employee is denied SLB

17 benefits, the Overview Committee shall provide written reason(s). The employee may

18 request reconsideration within ten (10) calendar days from date of denial. The

19 Overview Committee's determination is not subject to the grievance procedure.

20 **9.047 – ABUSE:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a

21 finding of such abuse, the employee shall repay all of the sick leave credits drawn from the SLB

22 and may be subject to disciplinary action.

23 **9.048 - DISCONTINUANCE:** If it should be necessary to discontinue the SLB, unused sick

24 leave in the SLB will be distributed as follows:

25 (a) If the number of unused sick leave days in the SLB exceeds the number of members in

26 the SLB, each member will receive one (1) of the unused days to be credited to his sick

27 leave account. Those days exceeding the number of members in the SLB will be

28 disposed of by the Board, whose decision will be final and not subject to the grievance

29 procedure.

30 (b) If the number of unused sick leave days in the SLB is equal to the number of members

31 in the SLB, each member will receive one (1) of the unused days to be credited to his

32 sick leave account.

33 (c) If the number of unused sick leave days in the bank is more than one-half (1/2) but less

34 than equal to the number of members in the SLB, each member will receive one-half

35 (1/2) of one of the unused days to be credited to his sick leave account. Those days

36 exceeding one-half (1/2) of the number of members in the SLB will be disposed of by

37 the Board, whose decision will be final and not subject to the grievance procedure.

1 (d) If the number of unused sick leave days in the SLB is equal to one-half (1/2) of the
2 number of members in the SLB, each member will receive one-half (1/2) of one of the
3 unused days to be credited to his sick leave account.

4 (e) If the number of unused sick leave days in the SLB is less than one-half (1/2) of the
5 number of members in the SLB, all of the days will be disposed of by the Board, who
6 decision will not be subject to the grievance procedure.

7 **9.049 – HOLD HARMLESS:** The Association, its officers and agents, and the members of the
8 unit shall hold the Board, its officers, employees and agents harmless from any and all claims
9 which may be brought by any of its member(s), member(s) of the unit, or any authorized litigant
10 with respect to the establishment or administration of the SLB.

11 **9.05 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,
12 earned sick leave to his or her spouse (person to whom the donor employee is legally married at
13 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of
14 the donor employee), or sibling (brother or sister of the donor employee, but not step-sister or
15 step-brother) who is also a regular part-time or full-time District employee (not a temporary
16 employee or substitute).

17 **9.051 –TRANSFER OF SHARED SICK LEAVE:** The transfer of sick leave is subject to the
18 following limitations and conditions:

19 (a) The transfer of sick leave will be administered by the Payroll Department. Employees
20 wishing to donate sick leave will request the transfer in writing to the Payroll
21 Department. The letter of request must include the total hours requested for transfer,
22 name, and social security number of the intended recipient, the work location of the
23 intended recipient, the relationship of the intended recipient to the employee donating
24 the sick leave, and the social security number and work location of the employee
25 writing the letter of request for transfer of sick leave hours.

26 (b) The signed, completed letter requesting the transfer must be received in the Payroll
27 Department prior to the current pay period processing cut-off date in order to be
28 reflected on the recipients' current payroll record.

29 (c) The recipient must be employed in a position eligible to accrue leave time.

30 (d) The donated sick leave must be used for illness only and must be supported by medical
31 verification from a physician upon request.

32 (e) The recipient may not use donated sick leave until all of his or her accumulated sick
33 and vacation leave is depleted.

34 (f) If the total hours identified on the letter of request from the donor are not eligible for
35 transfer, or if the recipient identified in the letter is not eligible to receive the requested

1 transfer of sick leave hours, the letter will be returned by the Payroll Department to the
2 employee with an explanation included on, or attached to, the letter of request.

3 (g) Unearned, advanced sick leave hours are not eligible for transfer.

4 (h) The recipient will not accrue leave while using the sick leave donated by the spouse,
5 child, parent, or sibling.

6 (i) The Payroll Department will retain on file, a copy of the returned letters including the
7 explanation preventing the requested transfer.

8 (j) The maximum number of shared sick leave hours to be transferred at one time will be
9 calculated as follows: 20 (days) X number of recipient work hours per day.

10 (k) Any unused donated sick leave shall revert to the donor employee upon the receiving
11 employee's return to work.

12 (l) If a donor employee retires or terminates, any unused shared sick leave of the recipient
13 will revert back to the donor employee as of the last date of employment.

14 (m) Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

15 **9.052 – HOLD HARMLESS:** The Association, its officers or agents and the members of the
16 unit shall hold the Board, its officers, employees and agents harmless from any and all claims
17 which may be brought by any of its members of the unit or authorized litigant with the
18 establishment or administration of the shared sick leave policy.

ARTICLE 10

HOLIDAYS AND VACATIONS

1 **10.01 - HOLIDAYS:** All full-time employees in the unit shall receive the following paid
2 holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good
3 Friday and Memorial Day. Employees who work 12 months per year shall receive six (6)
4 consecutive work days' winter vacation. Two of these days shall be Christmas Day and New
5 Year's Day. Employees shall only be paid for holidays that occur during their work year.
6 Employees who work less than 12 months shall receive the following paid holidays: Labor Day,
7 Thanksgiving (Thursday & Friday), Presidents' Day, Good Friday and Memorial Day.

8 **10.02 - VACATION:** This section shall apply to all full-time twelve month employees in the
9 bargaining unit.

10 **10.021:** A member of the unit who is employed on a twelve (12) month basis shall be allowed
11 paid vacation leave, exclusive of holidays, as follows:

12 (a) An employee with less than five (5) years of continuous service shall accrue one (1)
13 day per month (12 days per year).

14 (b) An employee with five (5) years or more of continuous service shall accrue one and
15 one-quarter (1-1/4) days per month (15 days per year).

16 (c) An employee with ten (10) years or more of continuous service shall accrue one and
17 one-half (1-1/2) days per month (18 days per year).

18 **10.022:** Vacation will not be granted until it is earned. Each employee who has accrued at least
19 ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation
20 during the calendar year. Each supervisor shall develop and post a vacation schedule by
21 March 31. Between January 1 and March 10, employees shall submit requests for vacation time
22 to the supervisor. Requests for vacation will be granted based on seniority. The supervisor may
23 deny vacation requests that disrupt the operation of the school or department. Vacation requests
24 received after March 10 will be considered on a first-come, first-served basis. Supervisors shall
25 respond in writing if a vacation request is not granted.

26 **10.023:** Vacation may be granted in increments of one-half the employee's work day, provided
27 that the request does not disrupt the operation of the work site. All vacation requests must be
28 submitted to the supervisor at least 24 hours in advance of the requested vacation time.

29 **10.024:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual
30 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with
31 the approval of the Superintendent upon the recommendation of the employee's supervisor.
32 Upon separation from the Board, an employee shall be paid for accrued annual leave as of the
33 date of separation based on the employee's daily rate of pay at the time of separation.

34 **10.025:** In the case of the death of an employee, payment for accrued annual leave shall be made
35 to the employee's beneficiary of record, or if none, to his estate.

ARTICLE 11

MISCELLANEOUS

1 **11.01 - MODIFICATION:** The terms and conditions of this Agreement may be altered or
2 modified only through the voluntary mutual consent of the Parties in a written and ratified
3 amendment.

4 **11.02 - SEVERABILITY:** Should any article, section or clause of this Agreement be declared
5 illegal by a court of competent jurisdiction or as a result of state or federal legislation, the Parties
6 shall meet as soon as practicable to modify same to the extent necessary to bring it into legal
7 compliance. The remaining articles, sections and clauses shall remain in full force and effect for
8 the duration of this Agreement.

9 **11.03 - STRIKES:** The Association agrees not to engage in a strike, work stoppage or other
10 similar forms of interference with the operations of the Board.

11 Any employee, who participates in or promotes a strike, work stoppage or other similar form of
12 interference with the operation of the Board, shall be subject to disciplinary action, up to and
13 including discharge. In the event of a strike, work stoppage or interference with the operation of
14 the School Board administration, the President of the Association shall promptly and publicly
15 disavow such strike or work stoppage and strongly recommend that the employees return to work
16 and attempt to bring about a prompt resumption of normal operations. The Association President
17 shall notify the Superintendent within twenty-four (24) hours after the commencement of such
18 strike, about the measures it has taken to comply with the provisions of this section. Failure to
19 abide by the terms of this section will automatically terminate this Agreement.

20 **11.04 - CRIMINAL OFFENSES:** Each employee shall self-report to the Districts' Department
21 of Professional Standards and Equity, within two business days, any arrests and/or charges
22 involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice
23 shall not be considered an admission of guilt. In addition, each employee shall self-report any
24 conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion
25 program, or entering of a plea of guilty or Nolo Contendere (No Contest) for any criminal
26 offense other than a minor traffic violation within two business days after the final judgment.
27 Unit employees, who regularly or incidentally operate Board vehicles shall, as soon as they
28 become aware, notify their supervisor of any moving violation, suspension or revocation of their
29 driver's license. Failure to comply with any provision of this section may be cause for
30 appropriate disciplinary action, up to and including termination. Such disciplinary action shall be
31 subject to the grievance procedure.

32 **11.05 - TOBACCO/SMOKE-FREE WORK SITES:** The parties agree to abide by the Board
33 policy governing tobacco/smoke-free work sites.

34 **11.06 - LABOR MANAGEMENT COMMITTEE:** The committee shall meet on a regularly
35 scheduled basis to assure the successful implementation of the labor contract.

1 **Membership** – shall be four (4) members, two (2) from management and two (2) from labor,
2 and any additional members (ad hoc) that either party may add for a specific purpose.

3 **Purpose** – to carry out a successful implementation of the contract. This committee shall be
4 responsible for the coordination of all other contractual committees and task forces. The parties
5 agree that all District employees are essential to organization functions. Therefore, committees
6 shall make a reasonable effort to meet at times that cause the least disruption to instructional
7 programs and District operations.

ARTICLE 12

COMPENSATION

1 **12.01 - SALARY:** The parties agree that all employees in the unit will be on SPALC regular
2 salary schedule.

3 **12.011 - JOB CLASSIFICATION:** The Board agrees to conduct an ongoing review of job
4 descriptions to ensure that an accurate reflection of performance expectations is maintained. The
5 Job Classification Committee will be established by the District Labor Management Committee
6 to review proposed changes in job descriptions prior to placement of these proposed changes on
7 the School Board agenda. (Reference Article 8.024) Employees in job classifications that move
8 downward will remain in their current pay grade; new employees will enter on the appropriate
9 pay grade for the job classification. New positions reviewed and recommended for
10 reclassification shall receive compensation effective the date of Board Approval of the
11 classification. Such pay shall not be retroactive. The pay schedule for bus employees for the
12 next school year shall be determined by the Transportation Labor/Management Committee with
13 consultation with the District Payroll Department prior to the end of the previous school year.

14 **12.02 - SUMMER SCHOOL PERSONNEL:** Personnel hired for the specific purpose of
15 working in the summer program shall be paid according to the salary schedule in effect at the
16 beginning of the summer program.

17 **12.03 - CONTROLLING DOCUMENT:** Employees shall be paid in accordance with the
18 salary schedule. In the event of a discrepancy between the salary schedule and this Agreement,
19 the provisions of this Agreement shall prevail.

20 **12.04 – OUTSIDE EXPERIENCE CREDIT:** The first step of each pay grade shall be
21 considered the hiring rate for employees. However, such employees shall be given one additional
22 step for each year of experience, upon verification, up to a maximum of three years. Previous
23 work experience shall be verified as equivalent to the employee’s position pursuant to Board
24 policy. When an employee changes to a different job classification, the employee is eligible to
25 receive additional verified work experience credit up to the maximum level credit (Pay Step 4)
26 allowed for initial employment. Experience credit will be granted upon verification and will be
27 retroactive to the initial hire date or the beginning of the fiscal year it was submitted if submitted
28 during a fiscal year after the fiscal year of the initial hire date. Current employees with less than
29 the maximum step allowed for an entry level position due to a change in the standard in
30 allowable experience credit shall receive the experience credit allowed under the standard upon
31 verification. SPALC Labor Management will provide input into the standards on an annual basis.
32 SPALC Labor Management may call for subsequent review of an area if a problem occurs.

33 **12.05 - LONGEVITY PAY:** After completing fifteen (15) continuous years of employment,
34 excluding outside credit, an employee shall receive an additional supplement of \$150.00 within
35 thirty days from the fifteenth anniversary date and on the first pay period for the employee each
36 fiscal year thereafter. After completing twenty (20) continuous years of employment, excluding
37 outside experience credit, an employee shall receive an additional supplement of \$700.00 within
38 thirty days from the twentieth anniversary date and on the first pay period for the employee each
39 fiscal year thereafter. After completing twenty-five (25) continuous years of employment,

1 excluding outside experience credit, an employee shall receive an additional supplement of
2 \$950.00 within thirty days from the twenty-fifth anniversary date and on the first pay period for
3 the employee each fiscal year thereafter.

4 **12.06 - PROMOTIONS:** No employee shall be deprived of his seniority as a condition for
5 promotion or as the result of a demotion. An employee who terminates and is thereafter
6 reemployed within one calendar year shall retain his seniority for pay purposes except for
7 longevity pay.

8 **12.07 - ASBESTOS CONTROL TEAM:** Employees who are members of the Asbestos Control
9 Team shall be paid an additional \$5.21 per hour for time spent working in the asbestos abatement
10 area dressed in complete protective gear.

11 **12.08 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon
12 completion of an application available from the school site or the Personnel Office. If an
13 employee terminates direct deposit, he may not reenroll for one calendar year from the date of
14 the termination. Employees enrolled in the direct deposit program in their regular position shall
15 continue to be paid by automatic direct deposit for summer school employment. The parties
16 agree to study the cash pay card process for employees without a bank account for possible
17 implementation during the term of this contract.

18 **12.081 – OPTIONAL PAY DELIVERY LOCATION FOR BUS EMPLOYEES:** Each bus
19 employee shall be given a pay delivery choice form at the preschool orientation. The employee
20 shall specify on the form the transportation regional office to which his paycheck shall be
21 delivered.

22 **12.09 - PAY DELIVERY PROCEDURES:**

23 **12.0901:** Employees who work less than twelve (12) months per year (except bus employees),
24 will receive an initial pay check reflecting an amount equal to the pay period rate multiplied by
25 the percentage of the days worked in the pay period, not to exceed a full pay period amount.
26 Thereafter, paychecks representing a full pay period rate of the employee’s annual salary will be
27 issued semi-monthly. In the initial year of implementation of PeopleSoft (FY10) the balance of
28 contract shall be issued on the last scheduled payday for the employee’s work year. In January
29 2010, employees with direct deposit will be given the opportunity to select an option to have the
30 balance of contract pay issued throughout the summer in the following school year (FY11) by
31 selecting the 24 pays over 12 month option (24/12). Employees with direct deposit who select
32 the 24/12 option for the next fiscal year will receive semi-monthly paychecks during the summer
33 months instead of receiving the balance due on the final paycheck.

34 **12.0902:** When the 15th or last day of the month falls on a weekend or holiday, checks will be
35 issued on the last scheduled work day period to the weekend or holiday.

36 **12.0903:** Any leave without pay by an employee which is in excess of the final paycheck will be
37 deducted from the first paycheck following the employee’s return.

1 **12.0904:** Bus employees shall be paid for actual hours worked each pay period. The first
2 paycheck shall be issued on the August end-of-the-month payroll and the final paycheck shall be
3 issued on the June middle-of-the-month payroll. Each paycheck will represent actual hours
4 worked up to the cut-off of the previous pay period.

5 **12.0905:** Pay for extra hours worked and overtime shall be paid no later than the next pay period
6 after the extra hours or overtime was worked, provided there are at least eight (8) days between
7 the extra hours worked and the next pay period.

8 **12.0906:** All absences less than a full day must be reported in the same reporting period as full-
9 day absences are reported.

10 **12.0907:** Paychecks will be delivered in a manner that ensures confidentiality. Upon written
11 request, an employee shall receive his paycheck in an envelope.

12 **12.0908:** Upon written request, an employee may pick up his paycheck in the Financial
13 Accounting Office on any pay date when paychecks are not distributed to the work site.

14 **12.10 – COMPENSATION FOR HURRICANES AND OTHER DECLARED**
15 **EMERGENCIES:** During periods designated by the Superintendent as Declared Emergencies,
16 personnel shall be compensated as follows:

17 (a) If the District is closed, the employees in regular full-time or part-time positions,
18 except bus employees, will be paid for the regular day. A make-up day will be
19 scheduled (per Article 6.06) for all employees in regular full-time and part-time
20 positions, except bus employees. Bus employees are paid from the District time
21 keeping system on days actually worked. Failure to work on the make-up day or use
22 appropriate leave will result in a loss of the corresponding wages.

23 (b) Those employees required to work during a Declared Emergency will receive a bonus
24 for the value of their hourly rate times the hours worked during the regular day.
25 Employees required to be paid overtime pay in accordance with the Fair Labor
26 Standards Act will be paid at the overtime rate (1-1/2) for time worked outside the
27 regular 8-hour work day.

28 (c) Employees not required to be paid under the Fair Labor Standards Act will receive a
29 bonus for the value of their hourly rate times all hours worked during the Declared
30 Emergency.

31 The Declared Emergency status will be in effect until the Superintendent returns operations to
32 normal status.

33 **12.11 – FY10 COMPENSATION BONUS:** During the 2009-2010 contract year, the District
34 will set aside funds in anticipation of a revenue shortfall. Should funds remain available after the
35 fourth calculation, these funds will be set aside for additional compensation to be paid to eligible
36 employees by the end of the 2010 school year as follows:

1 (a) If the shortfall fund is \$27 million and above, eligible employees will receive a
2 compensation bonus equal to 2% of the employee's base pay.

3 (b) If the shortfall fund is between \$26.9 million and \$10 million, eligible employees will
4 receive a compensation bonus equal to 1% of the employee's base pay.

5 (c) If the shortfall fund is below \$10 million, employees will receive no compensation
6 bonus.

7 The shortfall fund will be set aside no later than July 1, 2009. SPALC will receive a monthly
8 update regarding the status of the shortfall fund at District Labor Management (see Article 18 for
9 Duration, Acceptance and Reopening of Agreement). All full-time and part-time SPALC
10 employees employed during the pay period of the bonus and who have been employed for at
11 least one day more than half of the school year will receive the bonus.

ARTICLE 13

BENEFITS

1 **13.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance
2 through the District's medical plan and group term life insurance for all eligible employees.
3 Effective April 1, 2003, the Board will provide major medical insurance through a program
4 offered by BlueCross BlueShield of Florida (BCBS).

5 **13.011 – ELIGIBILITY:** Employees who are regularly scheduled to work thirty (30) or more
6 hours per work week are eligible for Board provided major medical insurance and group term
7 life insurance as described in this article; except that, employees who were employed with the
8 Board as of March 12, 1996, and who were, at that date, and continue to be, regularly scheduled
9 to work twenty (20) or more hours per work week, shall continue to be eligible for Board
10 provided major medical insurance and group term life insurance as described in this article.

11 **13.02 – FLEX CREDITS:** The Board shall contribute the following amounts into the Flex
12 Credits for each employee who is eligible for Board-Provided Benefits:

13 (a) \$6,372 for the period March, 2009, through February, 2010 (for Benefit Plan Year
14 April, 2009, through March, 2010);

15 (b) \$6,372 for the period March, 2010, through February, 2011 (for Benefit Plan Year
16 April, 2010, through March, 2011).

17 Flex Credits are to be applied by employees toward the purchase of their own major medical
18 insurance: dependent medical insurance, dental insurance, vision insurance, and/or cancer
19 insurance.

20 The total Board contribution for the benefits listed above shall not exceed the Flex Credits
21 amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex
22 Credits.

23 **13.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its
24 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits
25 included in the Flex Plan may be purchased pre-tax through payroll deduction or with Flex
26 Credits.

27 **13.031 – ENROLLMENT:** Enrollment in the Flex Plan is automatic. New employees eligible
28 for benefits have the option to waive participation in the Flex Plan within the first thirty (30)
29 days of employment. Regular employees eligible for benefits are allowed to change their Flex
30 Plan status during the annual enrollment period or within sixty (60) days following a qualified
31 family status change. Enrollment in any individual benefit included in the Flex Plan remains
32 binding until the employee changes his/her benefit election. Such changes may only be made
33 during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or
34 within sixty (60) days (to drop a benefit) following a qualified family status change, and must be

1 made on the appropriate enrollment change form. Changes made during the Open Enrollment
2 period will become effective the first day of the new benefit plan year.

3 **13.032 – FLEXIBLE SPENDING ACCOUNTS:** All eligible employees may participate in
4 optional medical and/or dependent care Flexible Spending Accounts, which allow those
5 employees to pay for qualified medical and dependent care expenses with pre-tax payroll
6 deductions. Flex Credits may not be directed to Flexible Spending Accounts.

7 **13.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
8 through the District’s medical plan to each eligible employee. Effective April 1, 2009, the Board
9 will provide major medical insurance through four BCBS fully self insured medical plans: the
10 School District of Lee County’s BCBS 903 PPO medical plan, BCBS 706 PPO medical plan,
11 BCBS 118 PPO medical plan, and BCBS HMO 10 medical plan. Such coverage shall become
12 effective the first of the month following a forty-five (45) day waiting period from the date of
13 employment. The date of employment shall be included as one of the forty-five (45) days.

14 **13.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
15 insurance coverage shall be allowed to decline coverage under the School District's medical plan.
16 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay
17 periods) of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The
18 Board shall retain the current Flex Credits contribution amount (less the amounts indicated
19 above) in the School District's general fund for all employees who decline coverage in FY10. In
20 FY11, the Board shall resume contributions to the District’s self-insured medical fund.

21 The parties agree to re-evaluate this provision during FY10.

22 **13.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of
23 group term life insurance for each eligible employee, with an additional twenty thousand dollars
24 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the
25 first of the month following a forty-five (45) day waiting period from date of employment. The
26 date of employment shall be included as one of the forty-five (45) days.

27 **13.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
28 available to all eligible employees. Employees who participate in voluntary benefits must do so
29 at their own expense. Voluntary benefits shall be recommended by the Insurance Task Force and
30 approved by the Board.

31 **13.071 – ELIGIBILITY:** Employees who are regularly scheduled to work twenty (20) or more
32 hours per work week are eligible for the optional group voluntary benefits offered by the Board.

33 **13.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in
34 an amount not less than one million dollars (\$1,000,000) per occurrence.

35 **13.09 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of this
36 agreement by the parties, a joint task force of sixteen (16) members (SPALC and TALC), eight
37 (8) of whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of

1 whom shall be appointed by the Associations, representing all affected bargaining units, shall
2 meet. The joint task force shall review the current insurance programs and workers'
3 compensation issues. It will explore alternatives, improvements, changes, and specifications to
4 the existing insurance programs. In order to be implemented, any committee recommendations
5 that alter the provisions within this agreement or any of the medical plan benefit description
6 documents shall be incorporated by reference in the agreements after they have been ratified by
7 both the Board and the Associations.

8 The parties agree to use the Interest Based process when requested by the super majority of
9 either TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives or
10 District representatives. When using the Interest Based process, the parties will develop a
11 decision-making timeline by mutual agreement of the parties which allows ample opportunity to
12 discuss the issues of concern. In the event that a decision-making timeline lapses, the parties will
13 revert to using majority vote to honor the deadlines in the agreed upon decision-making timeline.

14 **13.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be
15 transferred out of the fund without the recommendation of the Insurance Task Force.

ARTICLE 14

BUS OPERATORS, ATTENDANTS AND MONITORS

1 **14.01 - OPERATOR, ATTENDANTS AND MONITORS SENIORITY DATE:**

2 (A) The operator seniority list dated August 31, 2000, shall be retained for the purposes of
3 future bidding. Contract employees hired after August 31, 2000 will be added as follows:

4 (1) The most recent date that the operator goes to work as a regular or Unassigned Regular
5 (UAR) employee shall be the seniority date. The drawing of lots in the presence of
6 union representatives will break ties in seniority.

7 (2) Substitute Operators trained but not assigned shall have as their seniority date the date
8 that the employee accepts the sub-operator's contract. They shall be assigned as
9 vacancies occur. If the operator elects to reject the appointment to a regular position,
10 he/she will not be offered another appointment until such time as all others on the list
11 have been given one opportunity to accept a regular appointment.

12 (3) Transportation Department employees who become trained as bus operators will move
13 to the top of the substitute list.

14 (4) Drivers who qualify for Exceptional Student Education (ESE) routes shall be identified
15 as such with the letter "S" following their seniority numbers.

16 (5) Current employees who are not employed as bus operators in the Transportation
17 Department may be transferred to the Transportation Department without serving as a
18 substitute if they meet all other eligibility requirements. An eligible transferred
19 employee's seniority date shall be the date of the personnel action form (PAF) which
20 reflects the Transportation Department's recommendation for transfer to the
21 Superintendent.

22 (6) An operator who is rehired must meet all eligibility requirements, and accept
23 reappointment as an UAR operator.

24 (B) Bus Attendant or Monitor Seniority Date: The date of the initial appointment as a regular
25 attendant or monitor shall be the same as the attendant or monitor seniority date. Substitute
26 bus attendants' or monitors' seniority will be determined in the same manner as substitute
27 operators. Attendants and monitors will be on separate seniority lists by classification for
28 purposes of bidding. For Summer School bidding, Monitors trained as ESE attendants will
29 be combined with the attendant's seniority list.

30 (1) A bus attendant or monitor who is rehired must meet all eligibility requirements and
31 accept reappointment as a substitute.

- 1 (2) Current employees who are not employed as bus attendants or monitors and who apply
2 and are recommended may be appointed to that position without serving as a substitute
3 if they meet all other eligibility requirements.

4 **14.02 - FIELD TRIP REIMBURSEMENT:**

5 **14.021 – REIMBURSEMENT FOR MEALS:** For all out-of-county field trips of one day or
6 less, and for all overnight trips when lodging is provided by the user, employees will be
7 reimbursed for meals at the prescribed rate. For all out-of-county overnight trips when lodging is
8 not provided by the user, the employee may file a travel expense report for reimbursement as
9 provided by the user, the employee may file a travel expense report for reimbursement as
10 provided by School Board policy. Reimbursement will be based on the time from which the
11 operator begins to drive the bus to the time when the operator parks the bus. Requests for
12 reimbursement shall be filed by the Transportation Department within thirty (30) days following
13 the trip. The prescribed reimbursement rate for meals when on trips shall be posted.

14 **14.022 – REIMBURSEMENT FOR DAILY FIELD TRIPS:** For all in-county trips which
15 cannot be accomplished during the minimum day for employees and for all out-of-county field
16 trips, except overnight trips, employees will be paid at their regular hourly rate. Field trips which
17 occur between July 1 and the first student school day of the new school year will be paid at the
18 employee’s regular hourly rate for the preceding school year. Employees will receive retroactive
19 pay for field trips occurring after the date of the opening of school. The number of hours to be
20 paid for a field trip will be calculated from the time from which the employee begins to drive the
21 bus to the time when the employee parks the bus.

22 **14.023 – REIMBURSEMENT FOR OVERNIGHT FIELD TRIPS:** Employees will be
23 reimbursed for all out-of-county overnight field trips at the regular hourly rate as described in
24 14.022, up to a minimum of twelve (12) hours reimbursement for each calendar day the
25 employee is away. Should the employee work more than twelve (12) hours, a log shall be kept
26 and the employee will be paid for the hours recorded on the log.

27 **14.024 – FIELD TRIP CANCELLATION:** When an out-of-county trip is canceled, and
28 notification is not given to the employee until the actual day of the trip, the employee shall
29 receive two (2) hours pay based on the regular hourly rate as defined in 14.022. When an in-
30 county trip scheduled out of the regular work day is canceled, and notification is not given until
31 the employee arrives to begin loading, the employee shall receive two (2) hours pay based on the
32 regular hourly rate as defined in 14.022.

33 **14.025 – BUS PREPARATION/CLEAN UP FOR OUT-OF-COUNTY TRIPS:** Operators
34 shall be paid one (1) additional hour per field trip for bus preparation and cleaning.

35 **14.026 – DISTRIBUTION OF OUT-OF-COUNTY-TRIPS:** To be eligible for out-of-county
36 trips, employees must complete one full calendar year of employment as a bus operator to drive
37 field trips; attendants or monitors to assist field trips. When requested by the employee in
38 writing, time worked in excess of one-half year or five (5) months as a substitute will be counted
39 toward eligibility. Bus attendants will be assigned to field trips by seniority.

1 **14.027 - SHUTTLING:** While on field trips, employees may be required to shuttle between
2 schools. Rest periods will be as the field trip schedule permits. After four (4) continuous hours of
3 shuttling, the employee will be entitled to a thirty (30) minute rest period.

4 **14.028 – TRIP ASSIGNMENT:** Trips will be assigned on the basis of seniority, parking
5 location, compatibility of bid/assigned bus and availability, to those employees who have
6 notified the Transportation Department in writing on the form provided by the District prior to
7 the first day of school of their availability for out-of-county trips. Employees who become
8 eligible or request assignments or reinstatement after the first day of school shall be added to the
9 end of the list. If an employee elects to reject an assignment, he/she will be passed over until
10 his/her name comes up again in rotation. Field trips will be classified into five (5) categories: 1)
11 Hurricanes/Other Emergencies; 2) Out of County; 3) In County Mid-day (9:30 a.m. to 1:30
12 p.m.); 4) In County - Evening (after 4:30 p.m.); and 5) Short Notice Coverage (to deal with last
13 minute coverage after 4:30 p.m. on workdays or anytime on a weekend or non-work day). The
14 procedure for assignment shall be as follows:

- 15 (a) Employee availability is defined as follows:
- 16 1) Trip assignment to eligible employee would not jeopardize the on-time arrival of
17 the employee’s normally assigned bus route as determined by the Zone Director
18 of Transportation or designee.
- 19 2) Trip assignment to eligible employee would not jeopardize the on-time arrival and
20 departure time of the assigned field trip bus as determined by the Zone Director
21 of Transportation or designee.
- 22 (b) If an employee is not available at the needed time for a trip, another employee can be
23 asked to shuttle part or all of the trip.
- 24 (c) Field trips missed by an employee due to an authorized absence will not cause the
25 employee to miss his or her turn. That employee will be offered the next available
26 field trip.
- 27 (d) Upon written request by the employee to the Transportation Department, an
28 employee’s name may be withdrawn from the list of eligible employees. When an
29 employee is on leave, his/her name shall be passed over. When an employee
30 withdraws his/her name from the trip list, he/she may not resume trip eligibility for
31 three (3) months and then only upon written request.
- 32 (e) Any employee who misses an assigned trip or fails to decline a trip within 24 hours
33 from notification of assignment will miss not only that turn, but his/her next turn.
- 34 (f) Assignments out of rotation for “Hurricanes/Other Emergencies” or “Short Notice
35 Coverage” trips (employee cancellations after 6 p.m. and on weekends) will be made in
36 compliance with the above listed categories unless approved by the Executive Director
37 of Transportation for “Hurricanes/Other Emergencies” trips or the Zone Director for
38 “Short Notice Coverage” trips.

1 (g) Employees shall be removed from the trip roster for the remainder of the school year
2 after the third rejection of a field trip (any combination) within any of the field trip
3 categories, within a single school year.

4 (h) Employees who have regularly scheduled assignments of training, work study,
5 intramurals or athletic daily practice may turn down trips that conflict with their
6 regular assignment. Turning down a trip under those circumstances will not cause the
7 employee to be penalized. However, no employee will be allowed to “bank” trips.

8 **14.029 – IN-COUNTY FIELD TRIPS:** All in-county field trips not included in the guaranteed
9 minimum day program will be assigned on the basis of seniority and operational region parking
10 location, to those employees who have notified the Transportation Department, in writing on the
11 form provided by the Board, prior to the first day of school of their availability for in-county
12 trips. Employees, who become eligible or request assignment after the first day of school, shall
13 be added to the end of the list. Any employee who misses an assigned trip or fails to decline a
14 trip within 24 hours from notification of assignment will miss not only that turn, but his/her next
15 turn.

16 (a) Employee availability is defined as follows:

- 17 1) Trip assignment to an eligible employee would not jeopardize the on-time arrival
18 of the employee’s normally assigned bus route as determined by the Zone
19 Director of Transportation or designee.
20 2) Trip assignment to eligible employee would not jeopardize the on-time arrival and
21 departure time of the assigned field trip bus as determined by the Zone Director of
22 Transportation or designee.

23 (b) If an employee is not available at the needed time for a trip, another employee can be
24 asked to shuttle part or the entire trip.

25 (c) Field trips missed by an employee due to an authorized absence will not cause the
26 employee to miss his or her turn. That employee will be offered the next available
27 field trip.

28 (d) When an employee is on leave, his/her name shall be passed over. When an employee
29 withdraws his/her name from the trip list, he/she may not resume trip eligibility for
30 three (3) months and then only upon written request.

31 (e) Weekend or remote location trips may be assigned to the same employee. The
32 employee shall be passed over in the trip rotation for the number of trips completed
33 over the weekend or to a remote location.

34 (f) Assignment of trips out of the rotation schedule for “Hurricanes/Other Emergencies”
35 trips must be approved by the appropriate Director of Transportation or designee.
36 Assignment of trips out of the rotation schedule for “Short Notice Coverage” trips
37 (employee cancellation after 4:30 p.m. on a workday or anytime on a weekend or other
38 non-workday) must be approved by the Zone Director or designee.

1 **14.03 - OUTSIDE VENDORS:** Field trips will not be assigned by the Transportation
2 Department to other employees or to outside vendors unless one or more of the following
3 conditions apply:

- 4 (a) Funding source for field trip is outside the state funded district operational budget (e.g.
5 internal funds, donations, cooperative organization funds).
- 6 (b) Field trip destination is outside the nine county internal field trip zone of Collier,
7 Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota County.
- 8 (c) Bus employee is unavailable. Bus employee availability is defined as follows:
 - 9 1) Trip assignment to an eligible employee would not jeopardize the on-time arrival
10 of the employee's normally assigned bus route as determined by the Zone
11 Director of Transportation or designee.
 - 12 2) Trip assignment to an eligible employee would not jeopardize the on-time arrival
13 and departure time of the assigned field trip bus as determined by the Director of
14 Transportation or designee.

15 If any of the above conditions apply, the District reserves the right to utilize other employees or
16 outside vendors for field trips. Bus employees assigned to an out-of county trip canceled one
17 week or less prior to the day of the trip, due to the use of an outside vendor, shall be
18 compensated for two (2) hours and shall be placed at the top of the trip list.

19 **14.04 – BUS OPERATOR WORK DAY:**

- 20 (a) All regular bus operators will be guaranteed a minimum of seven (7) hours per day
21 when school is in session. All hours worked beyond 40 hours in the work week will be
22 paid per Article 6.05 of this agreement. The minimum requirements shall not apply to
23 summer school.
- 24 (b) All absences must be reported to the Transportation Department no later than one (1)
25 hour prior to the scheduled start of the route.
- 26 (c) Breaks:
 - 27 1) Bus Operators may take a morning (a.m.) and afternoon (p.m.) break as their
28 schedule permits.
 - 29 2) Breaks will be taken at a safe location without deviating from the bus operator's
30 scheduled route.
 - 31 3) Route time will not be extended to provide for a break.
- 32 (d) Bus operators will be paid for all time worked within a pay period per Article 12.0905,
33 if the employee has accurately reported work time on the prescribed tracking system.
34 Work time not accurately recorded by the employee on the prescribed tracking system,
35 shall be paid after the employee has notified the Transportation Department. Upon
36 notification and verification, the employee will be paid within the next two pay
37 periods.

1 **14.041:** The normal workday shall be the bid time, including the ½ hour for non-route time (pre-
2 and post-trip inspection), up to a maximum of 8 hours. Additional workday hours shall include
3 approved hours on the Route Time & Mileage (RTM) report.

4 (a) Any operator whose approved route exceeds six and one-half (6-1/2) hours per day will
5 be paid for excess time to the nearest quarter hour at his regular hourly rate.

6 (b) The one-half (1/2) hour daily non-route time shall be used by operators for activities
7 needed to perform their normal duties. Duties include, but are not limited to fueling
8 and cleaning of bus, completion of surveys and other paper work and conducting pre-
9 trip/post trip inspections.

10 **14.042:** Operators who do not have adequate additional duty hours to cover mandatory meetings
11 or training sessions will be reimbursed at their regular hourly rate.

12 **14.043:** Operators who prefer to work fewer than thirty-five (35) hours per week may be exempt
13 from the minimum day by submitting a written request to the Transportation Department by the
14 first day of preschool or upon initial employment. Exemptions are subject to approval by the
15 appropriate Director and shall remain in effect during the school year unless otherwise approved.
16 Operators who are exempt from the minimum day shall not be eligible for field trip assignments
17 and shall be paid for actual route time and an additional one-half (1/2) hour per work day non-
18 route time. No extra duties or standby time will be assigned to these routes.

19 **14.05 - ATTENDANTS/MONITORS WORKDAY:**

20 (a) All regular bus attendants and monitors will be guaranteed a minimum of six (6) hours
21 per day when school is in session. All hours worked beyond 40 hours in the work week
22 will be paid per Article 6.05 of this agreement. The minimum requirements shall not
23 apply to summer school.

24 (b) Bus attendants and monitors who are required to attend area training meetings will be
25 paid their regular hourly rate for time in attendance at such meetings.

26 (c) All absences must be reported to the Transportation Department no later than one (1)
27 hour prior to scheduled start of the route.

28 (d) Breaks:

29 1) Bus attendants and monitors may take a morning (a.m.) and afternoon (p.m.)
30 break as their schedule permits.

31 2) Breaks will be taken at a safe location without deviating from the scheduled route.

32 3) Route time will not be extended to provide for a break.

33 (e) Attendants/monitors will be paid for all time worked within a pay period per Article
34 12.0905 if the employee has accurately reported work time on the prescribed tracking
35 system. Work time not accurately recorded by the employee on the prescribed tracking
36 system, shall be paid after the employee has notified the Transportation Department.

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14.051: The normal workday shall be the bid time, up to a maximum of 8 hours. Additional workday hours shall include approved hours on the Route Time & Mileage (RTM) report.

14.052: Classroom assistants and helping teachers will not replace bus attendants or monitors on buses.

14.053 - ROUTE, TIME AND MILEAGE REPORTS: A copy of the route, time and mileage sheets shall be given to the attendant/monitor anytime one is submitted to the driver of their bus.

14.054 – SHORTAGE OF ATTENDENTS - A shortage of attendants shall be resolved in the following manner:

- (a) A priority order for the assignment of attendants shall be established with input from the ESE Department. Students requiring bus attendants in their IEP will be served first.
- (b) Monitors shall be assigned as attendants when necessary.
- (c) Other Transportation employees may be assigned as attendants in an emergency.
- (d) An emergency plan will be developed to allow students on buses without attendants to be picked up by other buses.
- (e) Parents will be called by the Transportation Department and be given the option of driving their own children if an attendant is required on their IEP and no attendant is available.
- (f) Wheelchair buses may be scheduled late if no attendant is available.

14.0600 - ROUTE/REGIONAL AREA BIDDING:

14.0601: Route bidding for all regular school year routes shall occur annually no earlier than one week prior to preschool and no later than the last day of the preschool training period. Only regular bus operators have the right to bid on any regular route and the designated parking area of a route may not be changed. Special education routes will be offered to operators and attendants who qualify by experience or training as determined by the Transportation Department. Monitors and Bus Attendants have the right to bid on regional areas during the regular school year.

14.0602: Descriptions of all routes will be posted at a designated location at least 40 work hours prior to the beginning of the bidding procedure.

14.0603: Routes shall be listed by:

- 1 (a) Estimated route time (Up to a maximum of 8 hours per day. If there is a possibility of
2 scheduled overtime, [more than 40 hours per week], it will be noted on the bid sheet);
- 3 (b) Bus number and type of bus;
- 4 (c) Bus parking locations as determined by Transportation Department Administration;
- 5 (d) Schools served;
- 6 (e) Approximate beginning and ending time;
- 7 (f) Special education.

8 **14.0604:** Routes will include any permanently assigned standby time, intramural runs, activity
9 runs, route preparation, swim team runs, discipline runs and any other additional duties
10 permanently assigned.

11 **14.0605:** All employees must furnish their own transportation to the original bus departure point.

12 **14.0606:** Employees will receive written notification of their assigned seniority number, along
13 with the time and date to select their routes. Employees who do not appear during their assigned
14 time may select a route at the end of the specified time block during which they appear. Any
15 employee who does not appear will be assigned an available route at the conclusion of the
16 bidding process.

17 **14.0607:** An employee who is unable to attend the route bidding on the specified day or time
18 may execute a proxy. The proxy must be presented at the employee's assigned time and place for
19 bidding.

20 **14.0608:** As routes are filled during the bidding, the name of the employee who elects the route
21 will be placed on the master list, so that employees who have yet to bid will know which routes
22 are available.

23 **14.0609:** Routes that are created or become vacant after all bidding is completed shall be filled in
24 the following order:

- 25 (a) "Unbundling," if possible, those routes (by school – not by stop) and redistributing the
26 schools to other drivers based on availability and seniority. If the route in question is
27 an ESE route, the attendant will retain his/her initial RTM (route/time/mileage).
- 28 (b) When a route is split, the senior employee is given first choice between the two new
29 routes created.
- 30 (c) Rebidding vacancies as they occur if the RTM is greater than the guaranteed minimum
31 hours. Assign remaining openings from the substitute list, if less than the guaranteed
32 minimum hours.

- 1 (d) When a bus route is eliminated, the bus employee will become an UAR operator or an
2 unassigned attendant until they bid an available route.
- 3 (e) The rebidding process shall be as follows:
4 1) Descriptions of all routes to be rebid will be posted at a designated location at
5 least 40 work hours prior to the beginning of the rebidding process.
6 2) The designated location of the rebidding process will be posted with the route
7 descriptions to be rebid.
8 3) The employee or proxy must be present to participate in the rebidding procedure.
9 4) Employees must sign bids and cannot decline a route once they have submitted a
10 bid.
11 5) Representatives from Transportation Management, the department responsible for
12 Safety, and the Support Personnel Association of Lee County shall be present
13 during the rebidding process.
14 6) All applicable requirements of 14.0600 would apply during the rebidding process.
15 7) Routes of employees on long term leave (more than 6 calendar weeks) route will
16 be bid as vacant. When the employee returns to work, they will be an UAR until
17 they bid on another available route.

18 **14.0610:** Bus routes shall be bid as posted. Routes may be adjusted and buses may be reassigned
19 by the Director of Transportation or designee after bidding is completed. Paid Route Time and
20 Mileage (RTM) reduced during the first two pay periods of the student year will not take effect
21 until the third pay period. Thereafter, reductions in paid time will only occur on the basis of
22 every other pay period. If there is a necessary reduction in the RTM, (in between the actionable
23 pay periods), the reduced time will be made up by the employee serving standby time to perform
24 transportation-related duties. If the bus employee chooses to waive the standby time the
25 reduction in paid time will take place immediately.

26 **14.0611:** When the supervisor determines that a permanent route change is necessary, the bus
27 employee(s) affected shall be consulted about the reasons for the change, the new route and the
28 pupil bus load before the change is made. The supervisor shall then consider the employee's
29 input and shall thereafter notify the employee the day a change is confirmed.

30 **14.0612: SUMMER SCHOOL BIDDING:** Summer School Bidding shall follow the same rules
31 as regular bidding. Summer school route bidding will take place no earlier than two weeks prior
32 to the first day of summer school and no later than two days prior to the first day of summer
33 school. It will be held in an air conditioned space. Last minute changes in routes shall be posted
34 prominently where all can see before bidding. There will be no supervisor influencing of
35 operators in the choice of routes. The rules of bidding shall be a topic of the April
36 Transportation Labor/Management Meeting.

- 37 (a) Monitors have a right to bid on summer routes if they are trained as ESE attendants.
38
39 (b) Employees who accept a summer run and fail to complete their commitment to the
40 School District will be ineligible for the following year's summer school bidding.

1 (c) Bus employees assigned who work during the regular school year immediately
2 preceding summer school, shall bid on summer routes prior to transferred or new
3 employees.

4 (d) Sick leave shall be utilized as per Article 9.021c.

5 Within 30 days of the end of summer school, employees ineligible for the next summer school
6 bidding will be notified. These employees will have thirty (30) days to appeal their eligibility
7 status with the appropriate Director of Transportation.

8 **14.07 – PHYSICAL EXAMINATION:** Bus operator's physical examinations and dexterity
9 tests required by law shall be completed prior to bidding. Physical examinations must be
10 performed by physicians specifically authorized by the District to perform bus driver physicals.
11 Proof of physical must be carried at all times while operating a school bus.

12 **14.071:** Employees must be able to perform all work related duties, including licensure and
13 physical requirements, at the time of placing their bus bid.

14 **14.08 - TRANSPORTATION COMPOUNDS/FACILITIES:** Every effort will be made to
15 equip transportation satellite compounds, whether temporary or permanent, with sanitary, water
16 and waste disposal facilities and paper products. Facilities shall be maintained to ensure proper
17 health and hygiene. When sanitary, water, waste disposal or paper products are not available at
18 the compound, bus employees will be notified as to the location of the facilities to be used.

19 **14.09 - DISCIPLINE:** Bus operators will have input in disciplinary decisions regarding the
20 transportation of students disruptive while on the bus. (Also see Article 4.07 regarding safety
21 and student discipline.)

22 **14.10 – TRANSPORTATION LABOR/MANAGEMENT COMMITTEE:** A labor/
23 management committee shall be organized for the purpose of successful implementation of the
24 contract, continued communication between the parties and problem solving. The members of
25 the committee shall be determined by mutual agreement by both parties.

26 **14.11 – Light Duty:** Transportation employees placed on light duty may be assigned to other
27 duties to include gate duty where appropriate.

ARTICLE 15

OTHER BENEFITS

1 **15.01 - SAFE DRIVING AWARD:** An employee shall be eligible for a safe driving award
2 provided that the employee:

3 (a) works in a position in which one-half (1/2) the employee's time is devoted to the
4 operation of a motor vehicle;

5 (b) continuously holds such position for a period from the first day of the second semester
6 to the end of the school year in which the award is earned;

7 (c) has not had a preventable accident as determined by the Safe Driver Plan or received a
8 citation from a law enforcement officer for the moving traffic violation.

9 The annual amount of the safe driver award will increase with each consecutive year the driver
10 maintains a safe record as follows:

1 st year	\$100
2 nd year	\$150
3 rd year	\$200
4 th year	\$250
5 th year	\$300

11 The safe driving years must be consecutive for the driver to be eligible to move to the next level.
12 The cash award will be mailed to the employee not later than August 30 following the fiscal year
13 in which the award is earned.

14 **15.02 - UNIFORMS:** When required, uniforms will be provided for employees. Every employee
15 afforded uniforms including footwear, shall wear his/her uniform on every assigned shift or work
16 assignment. School/site spirit or team building theme day uniform substitutions are allowed with
17 the approval of the school/site main administrator.

18 Purchased uniforms for twelve (12) month employees shall be measured by October for targeted
19 delivery in January. Purchased uniforms for ten (10) month employees shall be ordered not later
20 than the second week of the new school year and targeted for delivery within ninety (90) days
21 after the order is placed. Uniforms that are leased shall be provided on an ongoing basis.

22 Specifications for all uniforms and accessories shall be determined by each Department as
23 established by a joint labor-management uniform committee. New employees shall be eligible to
24 order uniforms no later than thirty (30) days after the first day worked. New employees hired in
25 July, August, September will be fitted according to contract language but will not become
26 eligible again for the annual uniforms/shoes allotments until the following school year
27 uniform/shoes distribution periods. After the first issue of uniforms, employees who are
28 provided purchased uniforms shall have the opportunity to select approved accessories provided

1 that the basic uniform is in good condition and that the total price of accessories does not exceed
2 the cost of the uniforms.

3 Uniform allowance/allocations for Purchased Uniform employees will be calculated as follows:

4 Eligible "Purchased Uniform" employees will be allowed to order the maximum allowed number
5 of uniform tops allowed according to the employee job status/number of days worked regardless
6 of any style/size cost differences. Should the employee elect not to order the maximum number
7 of allowed tops then they will be credited with an amount equal to the number of tops not
8 ordered multiplied by the lowest priced commonly ordered uniform top of that major department
9 current bid (major department bids for uniforms purposes are the following three:
10 Transportation, Food Service and All Other Support staff).

11 Eligible "Purchased Uniform" employees will be allowed to order the maximum allowed number
12 of uniform bottoms allowed according to the employee job status/number of days worked
13 regardless of any style/size cost differences. Should the employee elect not to order the
14 maximum number of allowed bottoms then they will be credited with an amount equal to the
15 number of bottoms not ordered multiplied by the lowest priced commonly ordered uniform
16 bottom of that major department current bid (major department bids for uniforms purposes are
17 the following three: Transportation, Food Service and All Other Support staff).

18 Any unspent uniform top/bottom allocation dollars can be utilized toward the purchase of
19 additional approved accessories, additional uniform tops, additional uniform bottoms or
20 approved safety shoes (if applicable).

21 All orders for accessories must be approved by the employee's immediate supervisor.

22 Additional uniforms, shoes or accessories items ordered that exceed the available allowance
23 amount for the eligible employee must be paid for in advance of order placement.

24 Twelve month employees eligible for purchased uniforms will be provided five (5) uniforms in
25 the first year of employment and up to five (5) uniforms each year thereafter. If a specific shoe
26 is required, employees may select a pair of shoes. Less than twelve month employees eligible
27 for purchased uniforms will be provided five (5) uniforms in the first year of employment and up
28 to four (4) uniforms each year thereafter. If a specific shoe is required, employees may select a
29 pair of shoes in lieu of one uniform. A uniform for count compliance purposes is defined as one
30 garment top plus one garment bottom. The employee may be reimbursed a dollar amount equal
31 to the actual cost of specified shoes, up to a maximum of eighty dollars (\$80) if one of the
32 following criteria is met:

- 33 (a) Vendor cannot provide required size
- 34 (b) Medically documented reason for specified shoes

35 **15.03 - TRADE CERTIFICATION SUPPLEMENT:** Trades employees who have secured a
36 license as a journeyman or who can provide written evidence of completion of comprehensive
37 trade-related certification or degree program in the related area of their employment will receive

1 a \$186.17 supplement. This supplement will be paid to the employee on the next scheduled pay
2 date following written notification from the department director to the Payroll Department.
3 Interested employees are required to seek prior approval of their eligibility for participation by
4 submitting an application to the Principal or Director. Applications will be available upon
5 request. Employees are not eligible to receive the Trade Certification Supplement and Training
6 Incentive for the same activity.

7 **15.04 - IDENTIFICATION BADGES:** When required, identification badges will be furnished
8 to employees.

9 **15.05 - TERMINAL PAY BENEFITS:** A regular full-time employee, upon application, after
10 ten (10) years of creditable service in a retirement plan established by the Florida Legislature,
11 shall be entitled to terminal pay at the time of:

- 12 (a) normal retirement or early retirement;
- 13 (b) disability retirement;
- 14 (c) termination.

15 If termination is by death, the ten (10) years of creditable service in a retirement plan established
16 by the Florida Legislature is not required and payment will be made to the employee's
17 beneficiary.

18 **15.051:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan
19 established by the Florida Legislature and shall be based on the total number of accrued and
20 valid sick leave days credited to the employee at the daily rate of pay of the employee at the time
21 of termination. The amount of terminal pay shall be computed as follows:

- 22 (a) during the years of service one through three (1-3) in the District, thirty-five (35)
23 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate
24 of pay
- 25 (b) during the years of service four through six (4-6) in the District, forty (40) percent of
26 the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 27 (c) during the years of service seven through nine (7-9) in the District, forty-five (45)
28 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate
29 of pay
- 30 (d) during the years of service ten through twelve (10-12) in the District, fifty (50) percent
31 of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 32 (e) during and after the thirteenth (13th) year of service in the District, one hundred (100)
33 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate
34 of pay.

1 **15.052:** Any employee entitled to terminal pay must be under contract for the period
2 immediately preceding termination of employment and shall not be under suspension from duty
3 except for reasons pertaining to health, or have any charges pending which could result in
4 dismissal from employment. All employees must obtain written verification of terminal leave
5 benefits prior to making a claim for same.

6 **15.06 - TUITION WAIVER/REIMBURSEMENT:** Tuition shall be waived for employees
7 who enroll in a supplemental vocational program. A supplemental vocational program is one that
8 provides occupational training to maintain or upgrade employee's skills
9 and/or enables the employee to reenter an occupation, including house maker. Tuition shall also
10 be waived for employees who enroll in Adult Basic Education. The District shall reimburse
11 tuition for courses previously offered by the District through the High Tech centers.
12 Reimbursement is subject to successful completion of the course by the employee. The course
13 must also be District work related. The employee must consult with his/her supervisor prior to
14 taking a course for which they will seek reimbursement.

15 **15.07 - TRAINING OPPORTUNITIES:** Training shall be provided to employees at the
16 expense of the Board. The Superintendent will make a written annual assessment of training
17 needs by department. The parties agree to review the SPALC training survey and its distribution
18 during the term of this contract which is used in the development of the annual assessment of
19 training. A copy of the assessment will be sent to the Association by July 1. Qualified employees
20 will be offered an annual training opportunity based on their job duties, seniority, if relevant, and
21 technological advances in the trade. All training required by the Board will carry inservice points
22 as prescribed by the Staff Development Department. Employees attending required training
23 outside the employee's regular work schedule will be paid at their regular hourly rate or at the
24 overtime hourly rate. If a senior employee believes s/he should have been offered training that
25 was offered to a different employee, s/he may file a grievance to be heard by the supervisor.

26 **15.071- TRAINING INCENTIVE:** As an incentive for employees to improve their proficiency
27 on the job, a \$125.00 stipend will be offered for personnel who have earned twenty four (24)
28 hours over a two (2) year period through participation in a job related community college course,
29 Staff Development course or Adult and Community Education course. The course must be taken
30 on the employee's personal (non work) time. Two stipends per employee may be awarded per
31 school year. The number of stipends will be increased from two per employee per year to three
32 per employee per year on later than June, 2010. Stipend(s) will be paid at the successful
33 completion of each 24 hours of training and submission of the "SPALC, Confidential, and
34 Supervisory/Technical Training Incentive Application". Interested employees are required to
35 seek verification of eligibility for training incentives by submitting an application to the Principal
36 or Director indicating the course requested and justification of relevance to the employee's
37 position prior to enrolling in the course. Applications will be available at each work site and
38 through the Staff Development Department. Employees are not eligible to receive the Trade
39 Certification Supplement and the Training Incentive for the same activity. The parties agree to
40 review the stipend form in District Labor Management during the 2009-2010 contract year for
41 possible revision.

1 **15.072 - SPECIALIZED PROCEDURES:** Any employee who is required to engage or
2 administer any medically related procedure shall receive training on such procedures. All
3 required training shall be at the discretion and expense of the Board.

4 **15.08 - SAC CHAIRMAN:** An employee who is elected as Chairman of the School Advisory
5 Committee (SAC) at his or her school shall be paid an additional amount of \$525.00.

6 **15.09 – REIMBURSEMENT FOR PERSONAL PROPERTY THEFT OR DAMAGE:** The
7 District shall reimburse employees for personal property theft or damage under the following
8 conditions:

9 (a) The employee’s personal property must be used for District purpose with the consent
10 of the employee’s supervisor.

11 (b) An incident report/claim documenting the loss/damage and signed by the supervisor
12 must be submitted to Insurance & Benefits within one business day of the incident.

13 **15.10 – REIMBURSEMENT FOR HAND TOOLS USED FOR DISTRICT PURPOSES**
14 **AND PURCHASED BY DISTRICT EMPLOYEES:** The District shall reimburse employees
15 for the replacement cost of hand tools under the following conditions:

16 (a) The hand tools must have been stolen from District-owned property, including
17 vehicles.

18 (b) The employee must demonstrate he/she exercised reasonable diligence in the care and
19 protection of the tools.

20 (c) An incident report/claim documenting the loss/damage and signed by the supervisor
21 must be submitted to Insurance & Benefits within one business day of the incident.

22 **15.11 – REIMBURSEMENT FOR PERSONAL AUTO THEFT, VANDALISM:** The
23 District shall reimburse employees for theft and vandalism losses to their personal autos under
24 the following conditions:

25 (a) An incident report/claim documenting the loss/damage and signed by the supervisor
26 must be submitted to Insurance & Benefits within one business day of the incident.

27 (b) A police report must be filed documenting theft or vandalism.

28 (c) Loss must be the direct result of District negligence.

29 (d) Maximum reimbursement of \$250 toward amount not covered by employee’s personal
30 auto insurance deductible.

31 **15.12 – REIMBURSEMENT FOR COLLISION DAMAGE TO AN EMPLOYEE’S**
32 **PERSONAL AUTO:** The District shall reimburse employees for collision losses to their
33 personal autos under the following conditions:

- 1 (a) The employee was driving his/her personal auto in the course and scope of
2 employment with the consent of the employee’s supervisor.
- 3 (b) An incident report/claim documenting the loss/damage and signed by the supervisor
4 must be submitted to Insurance & Benefits within one business day of the accident.
- 5 (c) Reimbursement shall be limited to the employee’s personal auto insurance collision
6 deductible.
- 7 (d) Reimbursement shall be limited to accidents in which the other party is at fault (a
8 citation is issued).
- 9 (e) A copy of the law enforcement accident report must be submitted to the Department of
10 Insurance and Benefits if and when it becomes available.

11 **15.13 – HYGIENE-MEDICAL SUPPLEMENT:** An annual salary supplement of \$500 will
12 be provided to the Exceptional Student Education Educational Paraprofessionals or Helping
13 Teachers who provide diapering/toileting/medically required procedures on a daily and routine
14 basis. Clinic assistants and clerical employees who provide “back up” on rare occasions are not
15 eligible for this supplement. Completion of an Annual Salary Supplement document will be
16 required each year for employees eligible for the supplement. Annual Salary Supplement
17 cancellations will be required when the student is no longer assigned to the recipient of the
18 supplement or if an employee transfers to a position not requiring the medically required
19 procedures. Annual notification will accompany the District’s Master Supplement List each
20 year.

ARTICLE 16

ALCOHOL AND DRUG-FREE WORKPLACE

1 **16.01:** No employee shall possess, consume or sell alcoholic beverages or manufacture,
2 distribute, dispense, possess or use, on the job or in the workplace, any narcotic, drug,
3 amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the
4 Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR
5 13001.11 through 1300.15, or by Florida Statutes, Chapter 893.

6 **16.02:** “Workplace” is defined as the site for the performance of work done in connection with
7 the duties of an employee of The School Board of Lee County. That term includes any place
8 where the work of the School District is performed, including a school building or other school
9 premises; any school-owned vehicle or any other school-approved vehicle used to transport
10 students to and from school or school activities; and off school property during any school-
11 sponsored or school-approved activity, event or function (such as a field trip, workshop, or
12 athletic event). The workplace does not include duty-free time at conventions or workshops at
13 which students are not present.

14 **16.03:** As a condition of employment, each employee shall:

15 (a) abide by the terms of this article, and;

16 (b) notify the appropriate director, principal or supervisor of any criminal drug statute
17 conviction for a violation occurring on the premises of the Lee County School Board,
18 at the workplace, or during the conduct of any official activity related to the Lee
19 County School Board no later than five (5) days after conviction.

20 **16.04:** The Lee County School Board shall take one of the following actions, within thirty (30)
21 days of receiving such notice, with respect to any employee who is so convicted:

22 (a) require such an employee to participate satisfactorily in a drug abuse assistance or
23 rehabilitation program approved for such purposes by a federal, state or local health,
24 law enforcement, or other appropriate agency, or

25 (b) if the employee fails to participate satisfactorily in such program, the employee may be
26 non-renewed or his or her employment may be suspended or terminated, at the
27 discretion of the School Board, or

28 (c) take appropriate personnel action against such an employee, up to and including
29 termination.

30 **16.05:** No employee shall be required to submit to drug or alcohol testing without reasonable
31 suspicion except as otherwise required by law or this agreement. All drug and alcohol testing
32 shall be conducted in accordance with District policy and procedures for drug and alcohol
33 testing.

1 **16.06:** Possession or use of prescription drugs by an employee for which he holds the
2 prescription is exempt from this section.

3 **16.07:** Employees who perform duties which require the disposition or confiscation of alcoholic
4 beverages or controlled substances are exempt from this section when performing those specified
5 duties.

6 **16.08:** Employee assistance will be available through the Personnel Department and the
7 Employee Assistance Program.

8 **16.09 - ALCOHOL- AND DRUG-FREE WORKPLACE TASK FORCE:** A joint task force of
9 sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent, including the
10 Chairperson, and eight (8) of whom shall be appointed by the Associations. The purpose of the
11 joint task force is to develop policies and procedures for the implementation of any drug/alcohol
12 testing performed in the District, to comply with the collective bargaining agreement and/or
13 federal/state laws or regulations.

ARTICLE 17

PARTICIPATORY DECISION MAKING

1 **17.01 - CONCEPT:** The parties to the Agreement endorse the concept of a participatory process
2 through School-Based Decision Making. This is an opportunity for all employees to have shared
3 decision making at the school in which they work.

4 **17.02 - THE PROCESS:** To ensure acceptability of the school-based decision-making process
5 at the school level, the parties agree to the following:

6 **17.021 - VOTING:** When ten percent (10%) of all eligible employees at a given work site
7 request a participatory decision making vote, this action will trigger a formal vote at that school
8 site. Individual schools will determine the date in conjunction with the Steering Committee.
9 The issue will be decided by an eighty percent (80%) approval of all employees at that school
10 site.

11 **17.022 – CONTRACT DEVIATION:** Schools that choose to participate in a school-based
12 decision-making program, after utilizing the following process, shall be permitted to deviate
13 from the Agreement. However, all terms and conditions of this Agreement shall not be altered,
14 modified or deviated from except with the express written content of the Association.

15 If a school-based decision-making program requires a deviation from the Agreement, the
16 decision-making process shall include an opportunity for all employees to share their opinion.
17 Such a decision shall not be implemented in any other school without at least an 80%
18 concurrence of the employees.

19 **17.023 – TASK FORCE:** The Board and the Association agree to have a joint task force on
20 restructuring. The task force shall meet on a regular basis and review the implementation of this
21 article and the Agreement. The task force shall also meet at the request of either party.

22 **17.024 – SCHOOL COMMITTEE:** Employees that serve on school-based decision-making
23 committees in individual schools will be selected by the employees in that school by secret ballot
24 counted by the Association’s designated representative(s) and the Board’s representative(s).

25 **17.025 - RENEGOTIATIONS:** Either party to the Agreement may request negotiating this
26 section without opening other sections.

27 **17.026 – PARAMETERS FOR SCHOOL-BASED DECISION MAKING:** The joint task
28 force shall review the parameters for decision making to include but not be limited to budgets,
29 instructional materials, personnel and curriculum design.

30 **17.027- OPTION FOR SCHOOL DISCONTINUANCE:** Each participating school shall
31 determine procedures whereby the employees of the school may choose not to continue in the
32 program for an ensuing year. Such procedures must be forwarded to the task force prior to
33 initiating the procedures for discontinuation of the program.

1 **17.03 - LEADERSHIP LEAVE:** Employees participating as members of SBDM Leadership
2 teams or School Advisory Councils may, at the discretion of the supervisor, be eligible for
3 Temporary Duty as described in Section 9.028 to attend team or SAC meetings when meetings
4 are held away from the employee's work site.

5 **17.04 – WAIVERS:** All schools can request a waiver of contract language based on an eighty
6 percent (80%) vote of all employees being in favor of the waiver. The Association's designated
7 representative(s) and the District's representative(s) shall count the ballots.

ARTICLE 18

DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

1 **18.01:** This Agreement shall be effective upon ratification by the bargaining unit and the Board.

2 **18.02:** The length of this contract is (3) years (2009-2012) with annual re-openers during the
3 2009-2010 and 2010-2011 contract years. Re-openers are restricted to two (2) articles per party
4 in addition to the provisions on Compensation (Article 12) and Benefits (Article 13). One (1)
5 additional article may be re-opened upon mutual agreement of the parties. The parties agree to
6 commence negotiations on the re-opener by March 1, 2010. The parties agree to commence
7 negotiations for a successor agreement no later than March 1, 2012. The parties agree to use the
8 Interest Based process. The Labor/Management Committee shall meet in February 2012 to
9 determine the design, training and schedule for bargaining. Bargaining Unit team members shall
10 receive temporary duty leave as required for these purposes.

11 **18.021: Terms of the Contract:** The terms of the Contract are for three years, provided in the
12 event the legislative funding for fiscal years 2009-2010, 2010-2011 and 2011-2012 is inadequate
13 to fund, or is in excess of the economic provisions of this agreement, the parties agree to reopen
14 the economic provisions of the agreement, if formally requested by either party, to negotiate an
15 appropriate percentage increase/decrease.

16 **18.03:** This Agreement, together with all the terms, conditions and effects thereof, shall expire
17 on June 30, 2012, and in no event shall any other provisions of this Agreement contravene the
18 expiration of this Agreement.


19 **18.04:** The parties agree to convene a District/SPALC task force to study the feasibility of
20 reducing the requirement of years of service for terminal pay from ten (10) years to six (6) years
21 for consideration during the contract re-opener. The task force will also implement the End-of
22 Year Sick Leave Buy-Out Joint Feasibility Study per Article 9.021 (i).

2010, 2011, 2012
SPALC Collective Bargaining Agreement

This Agreement is signed this 16th day of June 2009.

In Witness Whereof:

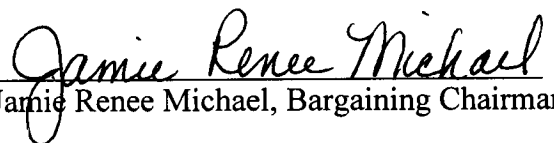
For the Association:



Robert L. Rushlow, President

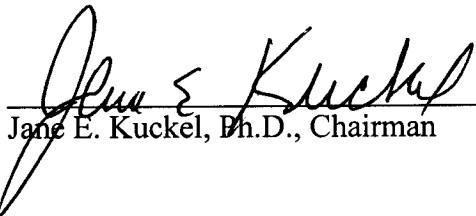


Suzan M. Rudd, Service Unit Director

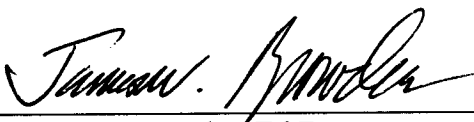


Jamie Renee Michael, Bargaining Chairman

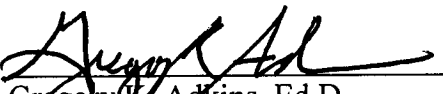
For the Board:



Jane E. Kuckel, Ph.D., Chairman



James W. Browder, Ed.D.
Superintendent



Gregory C. Adkins, Ed.D.
Chief Negotiator

APPENDIX

**THE SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY (SPALC)
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM**

(See Article 5 for details)

Name of person(s) filing grievance: _____

School/Department: _____ Job Classification: _____

Address: _____ Home Phone: _____

Name of person grievance filed with: _____

A. Date cause of grievance occurred: _____

B. Specific contract provision grieved, article(s) and section(s):

C. Statement of grievance (including time, place and event leading to the grievance):

D. Relief sought:

Signature of Grievant

Date of Filing

E. Disposition of grievance by immediate supervisor (or Superintendent):

Signature of immediate Supervisor

Date of Response

Name of Counsel or Union Representative: _____

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

Appendix

SALARY SCHEDULE

SPALC
(SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY)

FY10, FY11, FY12



Salary Schedule
SPALC
 FY10, FY11, FY12

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Salary Schedule
 SPALC
 FY10, FY11, FY12

JOB TITLES

Object Code	JDE Locator Number	Title	Pay Grade	Uniforms	Shoes	Other Than 12 Month Work Year	Assessment Form No.	New Job Board Approval Date
		Analyst:						
102.00	A-6.02	Analyst, Procurement	7				MIS-644	
		Assistants / Attendants / Monitors:						
170.00	A-11.05	Assistant, Clinic	4			187	MIS-644	
106.00	A-31.01	Assistant Manager, Food Service	5	P	S	196	MIS-635	
187.00		ASSISTANT SUPERVISORS (formerly Group Leaders):						
	A-46.03	Assistant Supervisor, Building Crafts	8	P	S		MIS-642	
	A-46.04	Assistant Supervisor, Electrical/Electronics	10	P	S		MIS-642	
	A-46.05	Assistant Supervisor, HVAC	11	L	S		MIS-642	
	A-46.06	Assistant Supervisor, Indoor Air Quality	9	P	S		MIS-642	
	A-46.07	Assistant Supervisor, Painting	7	L	S		MIS-642	
	A-46.08	Assistant Supervisor, Plumbing	9	L	S		MIS-642	
	A-46.09	Assistant Supervisor, Grounds	5	P	S		MIS-642	
	A-46.10	Assistant Supervisor, Sites	5	P	S		MIS-642	
170.00	C-8.01	Attendant, Child Care	2			187	MIS-644	
	A-11.01	Attendant, School Bus	3	P		186	MIS-644	
170.00	A-11.06	Monitor, School Bus	3	P		186	MIS-644	
		Bookkeepers:						
115.00	B-1.01	Bookkeepers (all levels)	6			216 & 255	MIS-644	
		Clerks:						
102.00	C-11.07	Accounting Clerk I (other than Schedule "N")	6				MIS-643	
	C-11.08	Accounting Clerk II (other than Schedule "N")	4				MIS-643	
123.00	C-16.01	Clerk Specialist	4				MIS-643	
124.00	C-21.01	Clerk Typist	4			196, 216, 255	MIS-643	
123.00	C-11.03	Inventory Clerk	4				MIS-643	
123.00	C-11.04	Mail Clerk	4	P			MIS-643	
121.00	C-11.10	Stockroom Clerk, Transportation	4	L	S		MIS-642	

Salary Schedule
 SPALC
 FY10, FY11, FY12

<u>Object Code</u>	<u>JDE Locator Number</u>	<u>Title</u>	<u>Pay Grade</u>	<u>Uniforms</u>	<u>Shoes</u>	<u>Other Than 12 Month Work Year</u>	<u>Assessment Form No.</u>	<u>New Job Board Approval Date</u>
		Controller:						
149.00	T-5.01	Technical Applications Controller	7				MIS-643	
		Couriers:						
113.00	T-6.21	Courier / AV Technician	5	P			MIS-642	
151.00	C-52.01	District Courier	4	P		196 & 255	MIS-642	
		Crafts & Trades Workers:						
129.00	C-56.00							
	C-56.03	Carpenter	7	P	S		MIS-642	
	C-56.04	Electrician	9	P	S		MIS-642	
	C-56.05	Fire Equipment Service Technician	7	P	S		MIS-642	
	C-56.06	Glazier	6	P	S		MIS-642	
	C-56.07	Locksmith, Maintenance Services	7	P	S		MIS-642	
	C-56.08	Mason	6	L	S		MIS-642	
	C-56.11	Millwright / Machinist	6	L	S		MIS-642	
	T-6.19	Electronic Equipment Repair Technician	6	P			MIS-642	
	C-56.14	Painter	6	L	S		MIS-642	
	C-56.15	Plumber	8	L	S		MIS-642	
	C-56.24	Plumber / Comm. Food Service Equip. Tech.	7	L	S		MIS-642	
	C-56.17	Roofer	6	P	S		MIS-642	
	C-56.18	Tile Setter / Carpet Installer	6	L	S		MIS-642	
	C-56.21	Welder / Sheetmetal Fabricator	6	L	S		MIS-642	
		Custodian:						
130.00	C-61.01	Custodian	2	P			MIS-642	
		Developer:						
174.00	P-15.01	Youth Program Developer	9				MIS-643	
		Dispatcher:						
184.00	D-2.01	Dispatcher, Transportation	7				MIS-643	

Salary Schedule
 SPALC
 FY10, FY11, FY12

Object Code	JDE Locator Number	Title	Pay Grade	Uniforms	Shoes	Other Than 12 Month Work Year	Assessment Form No.	New Job Board Approval Date
	D-26.00	Drivers:						
193.00	T-16.02	Driver / Safety Trainer (On Road / Classroom)	7	P		186	MIS-638	
116.00	D-26.02	School Bus Operator	6	P		186	MIS-549	
		Editor:						
154.00	V-2.01	Video Editor / Digital Artist	6				MIS-642	
		Food Service Worker:						
140.00	F-1.04	Food Service Worker	2	P	S	190	MIS-634	
		Grounds Workers:						
187.00	C-56.27	Grounds Worker I	4	P	S		MIS-642	
187.00	C-56.25	Grounds Worker II	2	P	S		MIS-642	
		Group Leaders:						
187.00	G-1.00	Group Leader positions will be reclassified to appropriate Assistant Supervisor position when incumbent transfers or ends employment in the Group Leader position. No new hires in this category effective FY 2006.						
	G-1.08	Group Leader, Carpenter (+ supplement)	6	P	S		MIS-642	
	G-1.09	Group Leader, Electronic Tech. (+ supplement)	7	P	S		MIS-642	
	G-1.06	Group Leader, Mason (+ supplement)	6	L	S		MIS-642	
	G-1.07	Group Leader, Mechanic, Maintenance (+ supplement)	6	L	S		MIS-642	
	G-1.03	Group Leader, Millwright / Machinist (+ supplement)	6	L	S		MIS-642	
	G-1.01	Group Leader, Painter (+ supplement)	6	L	S		MIS-642	
	G-1.02	Group Leader, Sites	5	P	S		MIS-642	
	G-1.04	Group Leader, Welder / Sheetmetal Fabricator (+ supplement)	6	P	S		MIS-642	
		Head Custodians:						
155.00	C-61.00							
	C-61.02	Head Custodian III	4	P			MIS-642	
	C-61.02	Head Custodian I and II (+ supplement)	4	P			MIS-642	

Salary Schedule
 SPALC
 FY10, FY11, FY12

Object Code	JDE Locator Number	Title	Pay Grade	Uniforms	Shoes	Other Than 12 Month Work Year	Assessment Form No.	New Job Board Approval Date
144.00	H-11.00	Helping Teachers:						
	H-11.01	Environmental Education Helping Teacher	6			187	MIS-644	
	H-11.05	Helping Teacher, ESE	4			187	MIS-644	
	H-11.40	Helping Teacher, ESOL	5			187	MIS-644	
	H-11.03	Helping Teacher, Interpreter	7			187	MIS-644	
	H-11.06	Helping Teacher, Speech Technician	6			187	MIS-644	
	H-11.07	Helping Teacher, Brailist	7			187	MIS-644	
		LPN:						
152.00	N-1.02	NURSE: Licensed Practical Nurse (LPN) (+ supplement)	5			187	MIS-629	
		Managers:						
146.00	M-1.03	Manager Intern, Food Service see ASSISTANTS for Assistant Food Service Manager	4	P	S	196	MIS-635	
		Mechanics:						
129.00	C-56.02	HVAC/Refrigeration & Chillwater Mechanic	8	L	S		MIS-642	
150.00	M-6.02	Mechanic	8	L	S		MIS-642	
	M-6.03	Service Mechanic	6	L	S		MIS-642	
	M-6.04	Tank Operator Mechanic	4	L	S		MIS-642	
		Operator:						
187.00	C-56.26	Equipment Operator, Maintenance Services	5	L	S		MIS-642	
188.00	O-1.12	Finishing Procedures Operator I	4	P			MIS-642	
188.00	O-1.11	Finishing Procedures Operator II	3	P			MIS-642	
185.00	O-1.03	Pre-Press Operator	5	P			MIS-642	
173.00	O-1.10	Production Control Operator	5				MIS-642	
		Paraprofessionals:						
170.00	A-11.02	Educational Paraprofessional (to include ESE and ESOL)	4			187	MIS-644	
	A-11.07	Educational Paraprofessional, Instructional Support	5			187	MIS-644	
179.00	P-1.01	Paraprofessional, Head Start Instructor	8			196	MIS-644	

Salary Schedule
 SPALC
 FY10, FY11, FY12

Object Code	JDE Locator Number	Title	Pay Grade	Uniforms	Shoes	Other Than 12 Month Work Year	Assessment Form No.	New Job Board Approval Date
		Printers:						
186.00	P-17.02	Printer I	6	P	S		MIS-642	
186.00	P-17.01	Printer II	5	P	S		MIS-642	
		Proofreader:						
191.00	P-14.01	Proofreader	5	P			MIS-643	
		Receptionist:						
123.00	R-1.01	Receptionist	3				MIS-643	
		Secretaries:						
161.00	S-1.00							
	S-1.02	Secretary	5			206, 216, 255	MIS-643	
	S-1.08	School Secretary	5			216	MIS-643	
		Sites Worker:						
192.00	S-6.01	Sites Worker	3	P	S		MIS-642	
		Snack Bar Operator:						
197.00	O-1.06	Snack Bar Operator	3	P	S		MIS-634	
		Specialist:						
173.00	S-11.31	Data Specialist, Transportation	5			216 & 255	MIS-643	
191.00	S-11.33	Digital Pre-press Specialist	5				MIS-643	
176.00	S-8.01	Early Childhood Family Services Specialist	6			187 & 216	MIS-143	
183.00	S-11.36	Electronic Component Stock Specialist	6				MIS- 642	
183.00	S-11.15	Facilities Document Specialist, Facilities Dept.	5				MIS-643	
183.00	S-11.55	Hearing Screening Specialist	4				MIS-643	
173.00	S-11.28	Information Specialist, Elementary	5			216 & 255	MIS-643	
173.00	S-11.29	Information Specialist, Secondary, Technical, Career, Adult Ed., Vocational, Special Centers and Student Assignment	6			216 & 255	MIS-643	
195.00	S-11.12	Instructional Television Center Specialist	6				MIS-643	
122.00	S-11.01	Inventory Specialist	6				MIS-643	

Salary Schedule
 SPALC
 FY10, FY11, FY12

<u>Object Code</u>	<u>JDE Locator Number</u>	<u>Title</u>	<u>Pay Grade</u>	<u>Uniforms</u>	<u>Shoes</u>	<u>Other Than 12 Month Work Year</u>	<u>Assessment Form No.</u>	<u>New Job Board Approval Date</u>
		Technicians (continued):						
	T-6.20	Telecommunications Technician	9	P			MIS-642	
	T-6.11	Voice / Data Wiring Technician	6	P			MIS-642	
		Utility Worker/Trades Helper:						
143.00	C-56.19	Utility Worker/Trades Helper	4	L	S		MIS-642	
		UNIFORMS:						
		P = Purchased						
		L = Leased						
		S = Safety Shoes						

The position titled "Information Specialist, Secondary/Technical, Career, Adult/Vocational/Special Centers" covers middle and high schools, K-8 schools, Adult Ed, High Tech centers, Trade Extension, Technical & Career Education, Lee County Jail, SW FL Juvenile Detention Center, Edison Center, Royal Palm, Buckingham, and School Choice. It is not intended for use by elementary schools or departments.

Accounting Clerk II includes Accounting Clerks in the Transportation Department.

Salary Schedule
SPALC
 FY10, FY11, FY12

PAY SCALE

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1	8.60	8.84	9.08	9.33	9.59	9.87	10.15	10.42	10.71	11.02	11.33	11.65	11.98	12.32	12.67
2	9.33	9.59	9.87	10.15	10.42	10.71	11.02	11.33	11.65	11.98	12.32	12.67	13.03	13.40	13.78
3	10.15	10.42	10.71	11.02	11.33	11.65	11.98	12.23	12.67	13.03	13.40	13.78	14.17	14.57	14.99
4	11.02	11.33	11.65	11.98	12.23	12.67	13.03	13.40	13.78	14.17	14.57	14.99	15.42	15.87	16.33
5	11.98	12.23	12.67	13.03	13.40	13.78	14.17	14.57	14.99	15.42	15.87	16.33	16.79	17.27	17.78
6	13.03	13.40	13.78	14.17	14.57	14.99	15.42	15.87	16.33	16.79	17.27	17.78	18.29	18.82	19.36
7	14.17	14.57	14.99	15.42	15.87	16.33	16.79	17.27	17.78	18.29	18.82	19.36	19.92	20.50	21.09
8	15.42	15.87	16.33	16.79	17.27	17.78	18.29	18.82	19.36	19.92	20.50	21.09	21.70	22.33	22.99
9	16.79	17.27	17.78	18.29	18.82	19.36	19.92	20.50	21.09	21.70	22.33	22.99	23.66	24.35	25.06
10	18.29	18.82	19.36	19.92	20.50	21.09	21.70	22.33	22.99	23.66	24.35	25.06	25.79	26.54	27.32
11	19.92	20.50	21.09	21.70	22.33	22.99	23.66	24.35	25.06	25.79	26.54	27.32	28.12	28.93	29.79
12	21.70	22.33	22.99	23.66	24.35	25.06	25.79	26.54	27.32	28.12	28.93	29.79	30.66	31.56	32.49

FY10, FY11, FY12 SPALC REGULAR SCHEDULE RATES

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