

SPALC

FY24 TENTATIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE SCHOOL BOARD OF LEE COUNTY
AND
THE SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY



CONTRACT

~~FY22 (2021-2022 SCHOOL YEAR)~~

~~FY23 (2022-2023 SCHOOL YEAR)~~

FY24 (2023-2024 SCHOOL YEAR)

FY25 (2024-2025 SCHOOL YEAR)

FY26 (2025-2026 SCHOOL YEAR)

~~MAY~~ OCTOBER ~~2022~~ 2023

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PREAMBLE

1 The Support Personnel Association of Lee County (SPALC) Collective Bargaining Agreement includes the
2 terms of employment for all support staff, who are part of the SPALC bargaining unit regardless of whether
3 they are dues paying SPALC members. The SPALC Collective Bargaining Agreement is an agreement made
4 by The School Board of Lee County, on behalf of The School District of Lee County, and SPALC, on behalf
5 of the support staff who serve the students of the District. The purpose of the SPALC Collective Bargaining
6 Agreement is to promote a harmonious relationship between employees and their employer, to establish
7 equitable procedures for resolution of differences, and to memorialize specified terms of employment.
8 The SPALC Collective Bargaining Agreement is a living document that through the mutual agreement of
9 the parties, the District and SPALC, can be modified to ensure responsiveness to the educational needs of
10 our community without interruption to educational programs. The District prides itself on the positive
11 relationship that has been built with the representatives of SPALC and seeks to continue this positive
12 relationship through open, honest, and regular communication.

DEFINITIONS

1 **(1) EMPLOYEE:** The term "employee" shall refer only to employees in the bargaining unit as defined in
2 Article 1.03 (Bargaining Unit).

3 **(a) FULL-TIME:** An employee who works twenty (20) or more hours per work week.

4 **(b) PART-TIME:** An employee who works less than twenty (20) hours per work week.
5

6 **(2) BOARD:** The School Board of Lee County, Florida, or its duly authorized representative(s).
7

8 **(3) SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or their designated
9 representative(s).

10 **(4) ASSOCIATION:** The Support Personnel Association of Lee County (SPALC), which is the sole and
11 exclusive certified bargaining agent for collective bargaining for the employees in the bargaining unit.
12
13

14 **(5) SUPERVISOR:** For the purpose of this agreement, the term Supervisor shall mean the immediate
15 supervisor, defined as follows:

16 **(a) Assigned to Single School/Site:** In a school, the employee's supervisor is the building principal
17 or their designee.

18 **(b) Assigned to Multiple Schools/Sites:** If an employee works at more than one work site, the
19 employee's supervisor shall be the supervisor with whom a grievance is filed.

20 **(c) Not Assigned to a School/Site:** If an employee is not assigned to a school, the employee's
21 supervisor is the administrator by whom the employee is evaluated.
22

23 **(6) DAYS:** All references in this Agreement to days shall refer to calendar days except when specified
24 otherwise.
25

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

ARTICLE 1 –PARTIES TO AGREEMENT

1 **1.01 – PARTIES:** This agreement is entered into by the School Board of Lee County, also referred to as the
2 District, and the Support Personnel Association of Lee County, also referred to as the Association or SPALC.
3 The Articles of this contract are in compliance with Chapter 447, Florida Statutes, and shall continue in effect
4 as specified in Article 15 (Duration and Acceptance).

5
6 **1.02 – CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes that The Support
7 Personnel Association of Lee County is certified by the Florida Public Employees Relations Commission as
8 the sole and exclusive collective bargaining agent for all employees in the Bargaining Unit described herein
9 with respect to wages, hours and terms, and conditions of employment. See also PERC Case No. RA-93-009,
10 Order No. 93E-249, Case No. RC-86-018, Order No. UC-86-044, Order No. UC-87E-050, Case No. RC-86-
11 009, 86E-132, 87E-050 and subsequent orders issued by PERC.

12
13 **1.03 – BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are included in
14 the SPALC Salary Schedule. This includes, but is not limited to all full-time and part-time support staff in the
15 job classifications listed in Appendix C.

16
17 **1.04 – EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and other regular
18 employees listed as part of other bargaining units or salary schedules. This includes instructional staff;
19 supervisory, technical, and confidential staff; and all administrative staff. Specifically excluded are all
20 members of management, including but not limited to the Superintendent, Chiefs, Principals, Assistant
21 Principals, Executive Directors, Directors, Assistant Directors and administrative coordinators.

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – EMPLOYEES:** Employees shall have the right to join or not join the Association. Employees
2 shall have the right to engage in lawful concerted activities for the purpose of collective bargaining as it
3 relates to conditions of employment or compensation or other mutual aid or protection. The employees
4 shall have the right to refrain from engaging in such activities. They shall have the right to express and
5 communicate views in accordance with state and federal law and have the right to a fair and equitable
6 grievance procedure administered without regard to membership or non-membership or by virtue of their
7 holding or not holding office in the Association. This article shall be applied to all employees by the
8 employer and Association. Employees shall have all the rights secured to them by PERC, Chapter 447, Part
9 2, Florida Statute, and as otherwise provided by law.

10
11 **(1) Non-Discrimination:** The Articles of this Agreement shall apply to all employees without regard to
12 race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy, political
13 affiliation, Association membership, age, creed, gender identity or expression, disability if otherwise
14 qualified, or any other unlawful factor.

15
16 **(2) Duty to Self-Report:** Each employee shall self-report to the District’s Department of Professional
17 Standards and Equity, within two business days, any arrests and/or charges involving the abuse of a child or
18 the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of
19 guilt. In addition, each employee shall self-report any conviction, finding of guilt, withholding of
20 adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo
21 Contendere (No Contest) for any criminal offense other than a minor traffic violation within two business
22 days after the final judgment. Unit employees, who regularly or incidentally operate Board vehicles shall,
23 as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of
24 their driver’s license. Failure to comply with any article may be cause for appropriate disciplinary action,
25 up to and including termination. Such disciplinary action shall be subject to the grievance procedure.

26
27 **2.02 – MANAGEMENT:** The Board hereby retains and reserves to itself, the Superintendent and all
28 administrative personnel the right to unilaterally determine its purposes, set standards of services, and
29 exercise control and discretion over its organization and operations. Management shall have all of the
30 rights secured to them by PERC Chapter 447, Part 2, Florida Statutes, and as otherwise provided by law.

31 **2.03 – ASSOCIATION**

32
33
34 **(1) Facilities:** The Association shall have the privilege of using school facilities and equipment as provided
35 in Board policy.

36
37 **(2) Association Representatives:** The District shall recognize and deal with the Association
38 representatives designated in writing by the Association President. Any changes shall be submitted to the
39 District in writing. Upon arrival at any school or work site, such representative shall report to the principal
40 of the school or the supervisor of the work site and shall indicate the purpose of the visit. In no event shall
41 the Association representative interfere with or disrupt the work of an employee.

42
43 **(3) School Board:** The Association President or their designee shall have the right to attend School
44 Board meetings. The Association President or their designee will make arrangements with the
45 Superintendent to attend any Board meeting held during working hours. The Association will reimburse the

1 District for the wages of the Association employee who attends a Board meeting during working hours.

2
3 **(4) Posting:** The Association shall have the privilege of posting notices concerning Association business on
4 bulletin board space not less than 24" x 36" exclusively assigned to the Association by the principal or
5 supervisor. The Association shall be given a list of the location of each bulletin board space and be informed
6 of any intended changes. The Association shall provide a copy of each notice to the principal or supervisor
7 prior to each posting.

8
9 **(5) Mailboxes:** The Association shall have the right to distribute Association materials in employee
10 mailboxes at school sites where such mailboxes are provided. When the Board and the Association must
11 communicate items of mutual concern to the employees of the District; the courier service may be
12 utilized to disseminate such communications. The Association agrees to indemnify the Board for any claim
13 that might arise on the issue of private express, including all costs, penalties, and attorney's fees.

14
15 ~~**(6) Dues Collection:** Each pay day, including final pay, the Board shall deduct Association dues from the~~
16 ~~pay of every member who has signed an authorization card (see Appendix A). Upon termination from~~
17 ~~employment, any amount due the Association shall be deducted from the employee's final paycheck. The~~
18 ~~authorization is revocable by the employee upon thirty (30) days' written notice to the Board and the~~
19 ~~Association. The Board will provide the Association with a complete list of deductions made each month.~~
20 ~~Dues deduction authorization cards must be presented to the Payroll Department by the Association six (6)~~
21 ~~work days before the pay period in which the deduction begins. The Payroll Department will notify the~~
22 ~~Association of a member's request to drop membership within seven business days. Any dispute as to the amount~~
23 ~~of dues deducted shall be solely between the Association and the employee. The Association and the~~
24 ~~employee shall hold the School Board harmless from any liability arising from the deduction of any dues.~~
25 ~~In cases of deduction errors, adjustments will be made in subsequent checks.~~
26 ~~Each pay day including final~~
27 ~~pay, the Board shall deduct Association dues from the pay of every member who has signed an~~
28 ~~authorization card (see Appendix A). Upon termination from employment, any amount due the~~
29 ~~Association shall be deducted from the employee's final paycheck. The authorization is revocable by~~
30 ~~the employee upon thirty (30) days' written notice to both the Board and the Association. The Board~~
31 ~~will provide the Association with a complete list of deductions made each pay period. Dues deduction~~
32 ~~authorization cards must be presented to the Payroll Department by the Association six (6) work days~~
33 ~~before the pay period in which the deduction begins. The Payroll Department will notify the~~
34 ~~Association of a member's request to drop membership within (7) business days. Any dispute as to~~
35 ~~the amount of dues deducted shall be solely between the Association and the employee. The~~
36 ~~Association and the employee shall hold the School Board harmless from any liability arising from the~~
37 ~~Deduction of any dues. In cases of deduction errors, adjustments will be made in subsequent checks.~~

27 **(7) Association Leave:**

28 **(a) Members:** Upon written request of the Association President, their designee may be allowed
29 up to a total of 320 hours of leave per year without pay to conduct Association business. A leave
30 request shall be submitted to the Superintendent and the employee's supervisor. The cumulative
31 total granted to the Association shall not exceed 320 hours of leave per year. The leave must be
32 scheduled in a manner that will not adversely affect the operation of the School District. No
33 individual may use more than 80 hours of Association leave per year. In the event the Association
34 requires additional leave hours, a request will be submitted to the SPALC Labor/Management
35 Committee for review and possible agreement.

36 **(b) President:** The President of the Association may be granted personal leave for the school
37 year(s) of their term of office. Such leave shall be granted with the same privileges and benefits

38 approved with personal leave for other employees.
39 **(c) Bargaining Team:** An employee who is a member of the bargaining team shall be released
40 from work on paid leave if the bargaining calendar conflicts with the employee's work schedule. In
41 such event, the Association shall pay a qualified substitute except for impasse, mediation, or upon
42 mutual agreement of the parties. Otherwise, the employee's supervisor may adjust the employee's
43 work schedule with the consent of the employee.
44

45 **(8) Public Records:** Upon receipt of a written request identifying each specific public record desired by
46 the Association, the Board shall make available such public records as defined by Florida Statutes 119,
47 for inspection. Examination and the cost of duplication of public records shall be in accordance with
48 Florida Statute 119.

1 **(a) Business Necessity:** In accordance with Florida Statute 119, sharing of confidential information
2 may only occur under certain circumstances that are related to a business necessity. The District
3 recognizes that such a business necessity exists as it relates to the Association's fulfillment of its
4 duties under Florida Statute 447.

5 **(b) Bargaining Unit Information:** A list of all bargaining unit members will be provided to the
6 Association at the start of each fiscal year and on a regular basis thereafter. The Association agrees
7 that personally identifiable information will remain confidential and will not be distributed to third
8 parties. The Association agrees that information that is exempt from public inspection will not be
9 disclosed without first obtaining the express written authorization of the District and the employee
10 involved.

11
12 **(9) Consultation:** The Association may request meetings with management for the purpose of discussing
13 issues of mutual concern. The request must be in writing and include items to be discussed.
14 Management shall respond to such requests within five (5) days. Any written agreements resulting from
15 such meeting shall be ratified by the appropriate governing body of the Association and the School Board
16 or its designee.

17
18 **(10) Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this
19 Agreement to the Association for every 20 employees governed by the Agreement within 30 days after a
20 print ready draft is approved by the parties. The Board further agrees to provide access to the Agreement
21 from the home page of the District's Website and to provide computer access to employees in the unit
22 for the purpose of reviewing the Agreement.

23
24 **(11) Strikes:** The Association agrees not to engage in a strike, work stoppage or other similar forms of
25 interference with the operations of the Board. Any employee, who participates in or promotes a strike,
26 work stoppage or other similar form of interference with the operation of the Board, shall be subject to
27 disciplinary action, up to and including discharge. In the event of a strike, work stoppage or interference with
28 the operation of the School Board administration, the President of the Association shall promptly and
29 publicly disavow such strike or work stoppage and strongly recommend that the employees return to work
30 and attempt to bring about a prompt resumption of normal operations. The Association President shall
31 notify the Superintendent within twenty-four (24) hours after the commencement of such strike, about the
32 measures it has taken to comply with this article. Failure to abide by the terms of this article will automatically
33 terminate this Agreement.

34
35 **(12) Acceptable Use of the Board's electronic mail system by the Association:** The Association may
36 have the use of the District's electronic mail system for the purpose of informing members of the
37 bargaining unit of scheduled meetings and official business of the Association implementing the collective
38 bargaining agreement. Should any employee, whether a member or non-member request that the
39 Association cease sending them electronic mail communications, the Association shall immediately
40 remove that employee's name from the distribution list and shall not send the employee any further
41 electronic communications.

42
43 All communications shall be during the sender's non-work time. The electronic mail system shall not be used
44 for the distribution of information that is political, slanderous, defamatory, libelous, or in any way critical
45 of the School Board, the District, the Superintendent or any administrator or other employee of the
46 District. It shall not be used for campaign materials related to the internal election of the Association
47 officers. Should the Association or its representative, acting on behalf of the Association, violate the
48 terms of the agreement, the Superintendent shall have authority to suspend the right to use the

~~1~~ electronic system up to 45 calendar days. The Association shall comply with all applicable federal,
~~2~~ state and local laws and Board Policies regarding the use of such systems. ~~The Association Executive~~
~~3~~ ~~Board approves official communications before it is sent out to members.~~ Official business is defined as
~~334~~ items approved by the Association's Executive Board.

ARTICLE 3 – NEGOTIATION PROCEDURES

1 **3.01 – BARGAINING SESSIONS:** The meeting place, time and agenda for each collective bargaining
2 session shall be as agreed upon by the Superintendent and the Association’s designated representative. The
3 parties agree to use the Interest-Based process. The SPALC Labor/Management Committee shall meet to
4 determine the agenda, training schedule, and calendar for bargaining of re-openers and successor
5 agreements. Bargaining team members shall receive temporary duty leave as required for the purpose of
6 attending to bargaining related duties.

7
8 **(1) Re-opener:** Re-openers are restricted to two (2) articles per party in addition to Article 10
9 (Compensation) and Article 11 (Benefits). One (1) additional article may be re-opened upon mutual
10 agreement of the parties.

11
12 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles unless otherwise agreed
13 to by the parties.

14
15 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be signed by both
16 parties.

17
18 **3.03 - RATIFICATION:** No final agreement between the parties may be executed without ratification by
19 the bargaining unit and the Board. Following tentative agreement by the negotiating teams, the SPALC
20 Labor/Management Committee will prepare timelines for implementation. The Association shall submit the
21 full agreement to the members of the bargaining unit for ratification or rejection. The Superintendent
22 shall promptly submit the full agreement to the Board for consideration and ratification or rejection.

23
24 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board not ratify the tentative
25 agreement, meetings between the negotiating teams must be convened within twenty (20) days. This
26 section shall not apply if impasse is invoked.

27
28 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes 447.

ARTICLE 4 –GRIEVANCE PROCEDURE

1 **4.01 – DEFINITION:** A grievance is defined as a claim by a named employee, or a group of named
2 employees, or the Association through the President, that there has been a violation, misinterpretation or
3 misapplication of articles in this Agreement. A grievance shall be processed as hereinafter provided.
4

5 **4.02 – JURISDICTION**

6
7 **(1) Representation:** All members of the unit have the right to be represented by the Association in the
8 resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit
9 member who is not also a member of the Association; nothing herein shall be construed to prevent any
10 member of the unit from presenting their own grievance in person or by counsel and having such grievance
11 adjusted without the intervention of the Association, if the adjustment is consistent with the terms of this
12 Agreement, and if the Association has been given the opportunity to be present at the meeting called for
13 the resolution of such grievances.
14

15 **(2) Rights:** Nothing contained in the grievance procedure shall be construed to deny the Board, the
16 Superintendent, the Association or any employee the rights otherwise guaranteed by law. Retaliation for
17 filing a grievance is strictly prohibited.
18

19 **(3) Responsibilities:** The filing of a grievance shall not interfere with the right of the Board to carry out its
20 management responsibilities to the final resolution of the grievance. The employee shall abide by
21 management’s decision prior to and during the time the grievance is pending.
22

23 **(4) Expenses:** The fees and expenses of the arbitrator and witness fees for witnesses called by the arbitrator
24 shall be paid equally by the Board and the Association. Otherwise, each party shall bear its own expenses.
25

26 **(5) Waiver:** When the Association and the supervisor agree that the supervisor will waive Level I, the
27 grievant may file the grievance and proceed through the grievance procedure from the informal proceeding
28 to Level II. In the case where an alleged violation exists at multiple work sites or affects a broad class of
29 employees, the parties may by mutual agreement begin at Level II of the grievance procedure. The
30 commencement of proceedings against the Board in a court or before PERC or any administrative agency,
31 by an employee(s) or the Association, for misapplication or misinterpretation of the terms of this Agreement
32 shall be deemed a waiver by said employee(s) and the Association of their right to resort to the grievance
33 procedure.
34

35 **4.03 - FILING**

36
37 **(1) Grievance Forms:** Grievance forms shall be available in electronic format on the District’s website
38 or may be copied from Appendix B of this Agreement.

39 **(a) Time Limits:**

40 Failure of the grievant to process a grievance within the time limits herein provided shall bar
41 the grievance. The time limits provided in this article may be extended by written
42 agreement between the parties. Whenever illness or any other incapacity of the grievant
43 prevents attendance at any grievance hearing, the time limits shall be extended to such
44 time that the grievant can be present.

45 **(b) Working Days:** For the purpose of this grievance procedure, working days are defined

1 as days that the District office is open for business.

2 **(c) Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any level of this
3 procedure. Once the grievant withdraws a grievance and/or arbitration request, the matter shall be
4 considered closed and final. The same grievance may not be filed a second time by the same
5 grievant. A written record of the withdrawal of the grievance and/or arbitration request shall be
6 maintained in the grievance file.

7 8 **4.04 - HEARINGS** 9

10 **(1) Informal Grievance:** In the event that an employee believes that there is a basis for a grievance, they
11 shall, within ten (10) working days of the alleged violation, schedule a meeting with their immediate
12 supervisor to informally discuss the alleged violation. This meeting is often the best opportunity for the
13 parties to achieve a positive resolution to avoid a formal written grievance. The meeting will take place
14 within seven (7) working days of the date the employee notifies the supervisor, unless otherwise agreed upon
15 by the parties. If after the informal discussion has concluded and the violation still exists, after seven (7)
16 working days the grievant may utilize the formal grievance procedure. The grievant must initiate the
17 grievance within seven (7) working days of the informal discussion. The grievant may choose to have an
18 Association representative present during the informal discussion. It is the intention of the parties that the
19 Level I Grievance Hearing shall not be an exact repeat of the Informal Grievance Hearing. The Level I
20 Grievance Hearing will be waived if the same Administrator who conducted the unresolved Informal
21 Grievance Hearing, would under normal circumstances, be the same individual conducting the Level I
22 Grievance Hearing.

23 24 **(2) Formal Grievance**

25 **(a) Level I:** A copy of the grievance shall be forwarded by the grievant to the Superintendent and
26 to the Association at the same time the grievance is filed with the supervisor. The supervisor shall
27 meet with the grievant and their representative(s). Such meeting shall require at least seven (7)
28 working days' notice and shall be held within seven (7) working days of the date of filing the
29 formal grievance. The supervisor shall furnish their written disposition of the grievance to the
30 grievant within seven (7) working days of the meeting and shall furnish a copy thereof to the
31 grievant, the Superintendent, and the Association.

32 **(b) Level II:** If the grievant is not satisfied with the disposition of the grievance, or if no
33 disposition has been made within the time limits as specified in Level I, the grievant may submit the
34 same grievance to the Superintendent within seven (7) working days of the date of disposition or
35 the expiration of the time limits for a disposition. The Superintendent shall meet with the grievant
36 and their representative(s) within seven (7) working days of the date of filing. The Superintendent
37 shall furnish their written disposition of the grievance to the grievant within seven (7) working days
38 of such meeting and shall furnish a copy thereof to the supervisor and to the Association.

39 **(c) Level III:** In the event the grievant is not satisfied with the disposition of the grievance at
40 Level II, or if no disposition has been made within the time limits as provided in Level II, the
41 grievant, with approval from and representation by the Association, may submit the grievance to
42 arbitration in accordance with the rules of the American Arbitration Association. Submission of a
43 grievance to arbitration shall be initiated by the grievant, their counsel or by their designated
44 Association representative, by filing a written request with the American Arbitration Association
45 and with the Superintendent within ten (10) working days of the date of the Level II disposition of
46 the grievance or the expiration of time limits for a disposition. The disposition of the grievance
47 made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no
48 power to add to, subtract from, modify, or otherwise alter the terms of the collective bargaining

1 agreement. The grievance may be settled while the arbitration procedure is pending.
2

3 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private and
4 shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be in public.
5

6 **(4) Release from Work:** Grievances shall be processed during times which do not interfere with the
7 grievant's assigned duties, unless the parties agree otherwise. Temporary duty, without loss of pay, shall
8 be granted to employees whose attendance is essential when grievance meetings are held during working
9 hours.
10

11 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the supervisor
12 delivers the written disposition to the grievant if hand delivered in person; or the date of postmark in those
13 instances where delivery is by mail; or the date upon which the document is faxed to the grievant or their
14 representative; or the date upon which the document is delivered by electronic mail to the grievant or their
15 representative.
16

17 **(1) Records:** No records of a grievance shall be filed in an employee's personnel file.
18

19 **(2) Adjustments:** The adjustment of any grievance shall be consistent with the articles of this Agreement.

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) Probation: All employees shall be on probationary status for a period of twelve (12) calendar months from the date of initial employment. The employee shall be credited with work experience upon verification. Any recommendation for annual appointment must include the supervisor's written assessment of the employee in accordance with Article 8.02.

(2) Recommendation for Non-Reappointment: During the first two (2) years of employment the District may choose not to renew an employee's contract at the end of the employee's contractual year regardless of performance. After two (2) years of successful employment, no employee's contract shall be non-renewed.

(a) Notification: An employee who is being considered for non-reappointment shall receive written notice from the supervisor by May 10.

(1) Employees Under Investigation: Employees with school or site based disciplinary investigations pending on or after May 10, who have not yet received notice of their reappointment status, will receive notice of their reappointment status after the completion of the investigation and a pre-determination conference. The only due process required under this article is a pre-determination conference. The decision to non-reappoint is final and is not subject to arbitration or administrative appeal. Supervisors will notify applicable employees on May 10 that their reappointment status will be provided after the completion of the investigation and predetermination conference.

(b) Appeal: Upon written request, the employee shall be granted a conference with the Superintendent for the purpose of reviewing the Supervisor's recommendation not to renew the employee's contract. The employee must request the conference within five (5) work days after receiving notification from their supervisor that non-renewal is being recommended. The Superintendent shall conduct the conference within ten (10) working days of the employee's request.

(c) Final Disposition: The decision of the Superintendent shall be in writing and shall be furnished to the employee within ten (10) work days after the conference. The decision is final and not subject to the grievance procedure unless it is arbitrary or capricious.

5.02 – SENIORITY: Seniority is the length of continuous service with the Board as a full-time or part-time employee. Any tie in seniority shall be decided by the Superintendent.

(1) Loss of Seniority: Employees lose their seniority as a result of the following:

(a) Termination;

(b) Retirement;

(c) Resignation;

(d) Layoff exceeding two (2) years;

(e) Unexcused absence for more than three (3) consecutive work days;

(f) Failure to report to Human Resources an intention to return to work within ten (10) calendar days of receipt of recall by certified mail with restrictive delivery;

(g) Failure to report from military leave within the time limits prescribed.

1
2 **(2) Seniority List:** The Superintendent agrees to provide the President of the Association a current seniority
3 list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include only position
4 titles listed in the salary schedule in Appendix C of this Agreement.
5

6 **(3) Seniority of Transportation Employees**

7 **(a) Bus Operators:** The operator seniority list dated August 31, 2000, shall be retained for the
8 purposes of future bidding. Contract employees hired after August 31, 2000 will be added as
9 follows:

10 **(1) Regular Bus Operator:** The most recent date that the operator goes to work as a
11 regular or Unassigned Regular (UAR) employee shall be the seniority date. The drawing of
12 lots in the presence of union representatives will break ties in seniority.

13 **(2) Substitute Bus Operator:** Substitute bus operators trained but not assigned shall have
14 as their seniority date the date that the employee accepts the sub-operator's contract. They
15 shall be assigned as vacancies occur. If the bus operator elects to reject the appointment
16 to a regular position, they will not be offered another appointment until such time as all
17 others on the list have been given one opportunity to accept a regular appointment.

18 **(3) Transportation Employees:** Transportation Department employees who become
19 trained as bus operators will move to the top of the substitute list.

20 **(4) ESE Status:** Drivers who qualify for Exceptional Student Education (ESE) routes shall be
21 identified as such with the letter "S" following their seniority numbers.

22 **(5) Current Employees:** Current employees who are not employed as bus operators in the
23 Transportation Department may be transferred to the Transportation Department without
24 serving as a substitute, if they meet all other eligibility requirements and a vacancy exists.
25 An eligible transferred employee's seniority date shall be the date of the personnel action
26 form (PAF) which reflects the Transportation Department's recommendation for transfer to
27 the Superintendent.

28 **(6) Rehires:** An operator who is rehired must meet all eligibility requirements, and accept
29 reappointment as an UAR bus operator.

30 **(b) Bus Attendants and Bus Monitors:** The date of the initial appointment as a regular bus
31 attendant or bus monitor shall be the same as the bus attendant or bus monitor seniority date.
32 Substitute bus attendants' or bus monitors' seniority will be determined in the same manner as
33 substitute bus operators. Bus attendants and bus monitors will be on separate seniority lists by
34 classification for purposes of bidding. For Summer School bidding, Monitors trained as ESE
35 attendants will be combined with the attendant's seniority list.

36 **(1) Rehires:** A bus attendant or bus monitor who is rehired must meet all eligibility
37 requirements and accept reappointment as a substitute.

38 **(2) Current Employees:** Current employees who are not employed as bus attendants or
39 bus monitors and who apply and are recommended may be appointed to that position
40 without serving as a substitute if they meet all other eligibility requirements.

41 **(c) Department Seniority:** The Transportation Labor/Management Committee has approved the
42 use of a department seniority date for bidding purposes, in order to hold harmless employees who
43 have moved from one position to another within Transportation without a break in service or exiting
44 the department. ~~Further recommendations for the revision of the language above will be presented~~
45 ~~to the bargaining teams in FY23 (2022-2023 school year).~~
46

1 **5.03– TRANSFER**

2
3 **(1) Voluntary**

4 **(a) Request:** Each employee may request a transfer by contacting the supervisor or principal at the
5 site in which a vacancy exists and request an interview.

6 **(b) Seniority:** When two (2) or more employees apply for the same position, the employee with the
7 most in-county seniority will be given first consideration.

8 **(c) Notice:** All transfer applicants granted interviews shall be notified in writing by the principal
9 or supervisor of their decision.

10 **(d) Conflicts:**

11 **(1) Administrator Agreement:** When an employee has been offered a new position which
12 will involve a voluntary transfer or promotion to another school or site, the two (2) site
13 administrators must reach agreement on the transfer within one week from the date of
14 acceptance.

15 **(2) Superintendent Approval:** If the two (2) site administrators do not agree to a
16 voluntary transfer decision, then an appeal can be made to the Superintendent for a final
17 decision regarding the transfer disposition.

18 **(3) Retention of Right:** The employee offered the new position retains a right to that
19 position during the period of transfer disposition resolution.

20
21 **(2) Involuntary:** Involuntary transfers may occur in response to financial needs, student needs, discipline,
22 resolution of work place civility concerns, and conflicts of interest.

23 **(a) Correct and Proper Operation:** Transfers shall be made on a voluntary basis, whenever
24 possible; however, correct and proper operation of the school district will necessarily require that
25 involuntary transfers be made.

26 **(b) Financial or Student Need:** Involuntary transfers may be made in the event of a school closing.
27 Involuntary transfers may be made to achieve a reduction in the number of employees assigned to
28 a school. Subject to job requirements and student needs, employees selected for involuntary
29 transfers shall be those with the least District seniority.

30 **(c) Criteria:** The Board shall determine the criteria for the selection of employees to be
31 involuntarily transferred. Such criteria shall be applied uniformly throughout the District.

32 **(d) Notice:**

33 **(1) Association:** Prior to notices of involuntary transfers, SPALC will be notified and given
34 the opportunity to work out the timelines and guidelines for accomplishing the involuntary
35 transfer process and surplus.

36 **(2) Employee:** An employee selected for an involuntary transfer shall be given the reason
37 for such transfer and the opportunity to object to their supervisor about such transfer. If
38 requested by the employee, the reason shall be given in writing.

39 **(e) Training:** Prior to an involuntary transfer, employees with seniority may be provided an
40 opportunity to receive training for a similar position if available at their current work site. The
41 training must occur during a natural break in the employee's work schedule (i.e. summer break)
42 and not affect the efficient operation of the work site and/or the District. The employee will
43 participate voluntarily in the training and will not be provided pay and/or benefits for the time
44 spent in training. If, at the conclusion of the training, management determines that the employee
45 will not be capable of performing the functions of the new position the employee will be
46 involuntarily transferred to a new location. Training will not be implemented solely due to an

1 involuntary transfer and must already be available as a part of the District’s normal or scheduled
2 Professional Development offerings.

3 **(f) Process:**

4 **(1) Voluntary:** Prior to determining involuntary transfers, employees shall be given an
5 opportunity to volunteer.

6 **(2) Order:** A list of employees to be involuntarily transferred will be compiled by Human
7 Resources. Vacancy information shall be provided to these employees.

8 **(3) Preference:** Thereafter, employees shall indicate the positions, in order of preference,
9 which they desire.

10 **(4) Seniority:** After consideration of job requirements and student needs, employees who
11 have the highest seniority shall be placed first.

12 **(5) Job Classification:** No new employee shall be hired in a job classification until all
13 employees in that classification have been placed.

14 **(6) Employee Refusal:** Should an employee refuse to accept an assignment substantially
15 equal to their current assignment, said refusal shall constitute a resignation by the
16 employee.

17
18 **(3) Reassignment:** A reassignment of duties at the same school or site is not a transfer.
19

20 **5.04 –REDUCTION IN FORCE:** The Board will determine the classification by departments and schools
21 to be reduced. The Board will notify the Association in advance of any reduction-in-force or reduction in
22 hours action. Employees will be laid off or reduced in hours in the inverse order of their seniority in the
23 District. Employees who are laid off, surplus, or reduced in hours may fill a vacant position, if qualified.
24

25 **(1) Recall:**

26 **(a) Time Limit:** Employees in layoff or reduced in hours status will retain recall rights for two (2)
27 years and shall have preference over applicants.

28 **(b) Notice:** Recall will be made by certified mail with restrictive delivery to the last address in the
29 employee’s records.

30 **(c) Failure to Respond:** Within ten (10) calendar days after receiving notice, laid off or reduced
31 employees must respond to Human Resources. Failure to respond shall constitute a resignation by
32 the employee.

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

37 **(e) Seniority:** Employees with the greatest seniority in that classification shall be recalled first.
38

39 **5.05 – ASSIGNMENT OF DUTIES**
40

41 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions for those jobs
42 in the bargaining unit as it deems necessary. Human Resources will provide the Association copies of new
43 or revised job descriptions through the SPALC Labor/Management Committee and afford the Association
44 an adequate opportunity to review and provide written feedback prior to implementation. The role of the
45 Association in this regard will be advisory in nature. All job descriptions shall be posted on the Human
46 Resources section of the District website. The job descriptions shall list the required qualifications as

1 completely as possible. Every job duty in a job description need not always be specifically described, and
2 any omission does not preclude the required performance of all duties that are job related.

3 **(a) Regular Review:** The District agrees to review job descriptions to ensure that an accurate
4 reflection of performance expectations is maintained. The SPALC Labor/Management Committee
5 will review proposed changes in job descriptions prior to placement of these proposed changes on
6 the Board agenda. The SPALC Labor/Management Committee will recommend job groups for
7 consideration in the establishment of career advancement paths.

8 **(b) Request for Review:** An employee may request a formal review of their job description if the
9 employee believes the current duties as assigned do not match the job description. Requests for
10 review shall be made in writing and submitted to the SPALC Labor/Management Committee.

11 **(c) Supervisor Directives:** Nothing in a job description shall be construed that any employee has
12 the right to refuse to follow instructions.

13 **(d) Instructional Supplements:** Instructional supplement positions will not conflict with an
14 employee's primary job duties, work schedule, or hours.

15
16 **(2) Temporary Reassignment:** If an employee is assigned to perform all the essential functions and duties
17 of a position in a pay grade higher than the employee's regular pay grade the employee shall be paid at
18 the higher pay grade. Any suspected abuse of the temporary assignment article or unfair assignment of
19 opportunities for short term assignment practices will be referred to the SPALC Labor/Management
20 Committee.

21 **(a) Mileage:** If an employee is asked by a supervisor to leave the work site on District business,
22 using their personal vehicle, the Board shall reimburse the employee for actual mileage and furnish
23 liability insurance coverage as provided by the District's self-insurance plan. No employee shall be
24 required to use their personal vehicle for District business.

25
26 **(3) Temporary Duty:** Upon the approval of the supervisor, an employee may be assigned to be temporarily
27 away from their regular duties and/or place of employment for the purpose of performing other job-related
28 services, including but not limited to participation in surveys, professional meetings, study courses,
29 workshops, professional organization meetings and similar services of direct and long-term benefit to the
30 work group.

31 **(a) Training Opportunities:** Employees will be given an opportunity for training in job
32 advancement skills.

33
34 **(4) Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no
35 additional duties shall be distributed to other employees unless comparable duties are specified by the
36 principal, supervisor or designee as duties not to be completed.

37
38 **(5) Interns:** Interns may be identified as needed for the efficient operation of the school system and to
39 provide advancement opportunities for employees. At the end of the internship, employees not promoted
40 to positions in which the internship was served shall be returned to a position comparable to the position
41 held prior to serving the internship.

42
43 **(6) Satellite Work Sites:** In departments where zones, regions or satellite work sites are established,
44 employee preferences by seniority will be considered. The Superintendent reserves the right to assign
45 employees as needed. Bidding procedures shall be established through labor/management meetings in
46 each department affected.

1
2 **(7) Subcontracting:** The District agrees to utilize subcontractors only for a specific need or in case of an
3 emergency.
4

5 **(8) Assignment of Duties for Transportation Employees:**

6 **(a) Route/Time/Mileage (RTM) Report:** A copy of the route, time and mileage sheets shall be
7 given to the attendant/monitor anytime one is submitted to the driver of their bus.

8 **(b) Field Trips:**

9 **(1) Trip Eligibility:**

10 **(a) Sign-Up:** To be eligible for Field Trips an employee must notify the
11 Transportation Department in writing on the form provided by the District, prior to
12 the first day of school of their availability for Field Trips. Employees who become
13 eligible or request assignments or reinstatement after the first day of school, shall
14 be added to the end of the list.

15 **(b) Out-of-County Trips:** To be eligible for out-of-county trips, employees must
16 complete one full calendar year of employment as a bus operator, attendant or a
17 monitor to work field trips. When requested by the employee in writing, time
18 worked in excess of one-half year or five (5) months as a substitute will be counted
19 toward eligibility.

20 **(c) Removal from List:**

21 **(1) Written Request:** Upon written request by the employee to the
22 Transportation Department, an employee's name be withdrawn from the
23 list of field trip eligible employees. When an employee withdraws their
24 name from the trip list, they may not resume trip eligibility for three (3)
25 months and then only upon written request.

26 **(2) Third Rejection:** Employees shall be removed from the trip roster for
27 the remainder of the school year after the third rejection of a field trip
28 within a single school year.

29 **(3) Failure to Appear:** If an employee fails to appear for a scheduled trip
30 without providing notice 24 hours prior to the trip, the employee may be
31 removed from the trip roster for the remainder of the school year and be
32 subject to further discipline.

33 **(4) Student Abandonment:** If an employee abandons students while on
34 a trip, the employee shall be removed from the trip roster and be subject
35 to disciplinary action up to and including termination.

36 **(2) Trip Assignment:** Trips will be assigned on the basis of seniority, parking location, and
37 availability as listed below.

38 **(a) Types:** Field trips will be classified into three (3) categories: "Hurricanes/Other
39 Emergencies", "Short Notice Trips", and "All Other Trips".

40 **(b) Procedure:** The procedure for assignment shall be as follows:

41 **(1) Employee Availability:** Employee availability is defined as follows:

42 **(a) Normally Assigned Route:** Trip assignment to an eligible
43 employee would not jeopardize the on-time arrival of the
44 employee's normally assigned bus route as determined by the
45 Executive Director of Transportation or designee.

46 **(b) Trip Arrival/Departure:** Trip assignment to an eligible

1 employee would not jeopardize the on-time arrival and departure
2 time of the assigned field trip bus as determined by the Executive
3 Director of Transportation or designee.

4 **(2) Employee Absence:** Field trips missed by an employee due to an
5 authorized absence will not cause the employee to miss their turn. That
6 employee will be offered the next available field trip; however, no
7 employee will be allowed to bank trips.

8 **(3) Missed Trip:** If an employee elects to reject an assignment, they will
9 be passed over until their name comes up again in rotation. Any employee
10 who misses an assigned trip or fails to decline a trip within 24 hours from
11 notification of assignment will miss not only that turn, but their next turn.

12 **(4) Hurricanes/Other Emergencies:** Assignments out of rotation for
13 "Hurricanes/Other Emergencies" will be made in compliance with the
14 above, unless approved by the Executive Director of Transportation.

15 **(5) Weekend or Remote Location:** Weekend or remote location trips, up
16 to four hours per day, may be assigned to the same employee. These trips
17 shall be counted as one trip.

18 **(3) Shuttling:** While on field trips, employees may be required to shuttle between schools.
19 Rest periods will be as the field trip schedule permits. After four (4) continuous hours of
20 shuttling, the employee will be entitled to a thirty (30) minute rest period. If an employee
21 is not available at the needed time for a trip, another employee can be asked to shuttle
22 part or all of the trip.

23 **(c) Bus Operator Shortage:** Field trips will not be assigned by the Transportation Department to
24 other employees or to outside vendors unless one or more of the following conditions apply:

25 **(1) Funding:** Funding source for field trip is outside the state funded district operational
26 budget (e.g. internal funds, donations, cooperative organization funds).

27 **(2) Field Trip:** Field trip destination is outside the nine-county internal field trip zone of
28 Collier, Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota
29 County.

30 **(3) Employee Availability:** Bus employee is unavailable. Bus employee availability is
31 defined as follows:

32 **(a) Normally Assigned Route:** Trip assignment to an eligible employee would not
33 jeopardize the on-time arrival of the employee's normally assigned bus route as
34 determined by the Zone Director of Transportation or designee.

35 **(b) Trip Arrival/Departure:** Trip assignment to an eligible employee would not
36 jeopardize the on-time arrival and departure time of the assigned field trip bus as
37 determined by the Director of Transportation or designee.

38 **(4) Outside Vendors:** If any of the above conditions apply, the District reserves the right to
39 utilize other employees or outside vendors for field trips. Bus employees assigned to an
40 out-of-county trip canceled one week or less prior to the day of the trip, due to the use of
41 an outside vendor, shall be compensated for two (2) hours and shall be placed at the top
42 of the trip list.

43 **(d) Bus Attendant Shortage:** A shortage of bus attendants shall be resolved in the following
44 manner:

45 **(1) Priority Order:** A priority order for the assignment of bus attendants shall be
46 established with input from the ESE Department. Students requiring bus attendants in their

1 IEP will be served first.

2 **(2) Bus Monitors:** Bus monitors shall be assigned as bus attendants when necessary.

3 **(3) Other Transportation Employees:** Other Transportation employees may be assigned
4 as bus attendants in an emergency.

5 **(4) Emergency Plan:** An emergency plan will be developed to allow students on buses
6 without bus attendants to be picked up by other buses.

7 **(5) Parent Phone Call:** Parents will be called by the Transportation Department and be
8 given the option of driving their own children if a bus attendant is required on their child's
9 IEP and no bus attendant is available.

10 **(6) Wheelchairs:** Wheelchair buses may be scheduled late if no bus attendant is available.

11 **(7) School-based Support Staff:** Classroom assistants and helping teachers will not
12 replace bus attendants or bus monitors on buses.

13 **(e) Route and Zone Bidding:**

14 **(1) Regular School Year Routes:** Route bidding for all regular school year routes shall
15 occur annually no earlier than one week prior to preschool and no later than the last day of
16 the preschool training period. Only regular bus operators have the right to bid on any
17 regular route and the designated parking area of a route may not be changed. Special
18 education routes will be offered to operators and attendants who qualify by experience or
19 training as determined by the Transportation Department. Bus Monitors and Bus Attendants
20 have the right to bid on zones during the regular school year.

21 **(2) Route Posting:** Descriptions of all routes will be posted at a designated location at least
22 forty (40) work hours prior to the beginning of the bidding procedure.

23 **(3) Route Listings:**

24 **(a) Assigned Duties:** Routes shall be listed by:

25 **(1) Estimated Route Time:** Estimated route time (Up to a maximum of 8
26 hours per day. If there is a possibility of scheduled overtime, more than 40
27 hours per week, it will be noted on the bid sheet).

28 **(2) Bus Information:** Bus number and type of bus.

29 **(3) Bus Location:** Bus parking locations as determined by Transportation
30 Department Administration.

31 **(4) School Information:** Schools served.

32 **(5) Route Start and End Time:** Approximate beginning and ending time.

33 **(6) ESE Status:** Special education.

34 **(b) Additional Assigned Duties:** Routes will include any permanently assigned
35 standby time, intramural runs, activity runs, route preparation, swim team runs,
36 discipline runs and any other additional duties permanently assigned.

37 **(4) Personal Transportation:** All employees must furnish their own transportation to the
38 original bus departure point.

39 **(5) Bidding Process:** Employees will receive written notification of their assigned seniority
40 number, along with the time and date to select their routes. Employees who do not appear
41 during their assigned time may select a route at the end of the specified time block during
42 which they appear. Any employee who does not appear will be assigned an available route
43 at the conclusion of the bidding process.

44 **(6) Proxy Bidding:** An employee who is unable to attend the route bidding on the specified
45 day or time may execute a proxy. The proxy must be presented at the employee's assigned
46 time and place for bidding.

1 **(7) Master List:** As routes are filled during the bidding, the name of the employee who
2 elects the route will be placed on the master list, so that employees who have yet to bid will
3 know which routes are available.

4 **(8) Vacant Routes:** Routes that are created or become vacant after all bidding is completed
5 shall be filled in the following order:

6 **(a) Unbundling Routes:** "Unbundling," if possible, those routes (by school – not
7 by stop) and redistributing the schools to other drivers based on availability and
8 seniority. If the route in question is an ESE route, the bus attendant will retain their
9 initial RTM (route/time/mileage).

10 **(b) Splitting Routes:** When a route is split, the senior employee is given first choice
11 between the two new routes created.

12 **(c) Rebidding Routes:** Rebidding vacancies as they occur if the RTM is greater
13 than or equal to the guaranteed minimum hours. Assign remaining openings from
14 the substitute list, if less than the guaranteed minimum hours.

15 **(d) Eliminating Routes:** When a bus route is eliminated, the bus employee will
16 become an UAR operator or an unassigned attendant until they bid an available
17 route.

18 **(9) Rebidding Process:** All applicable requirements of Article 5.05(9) apply during the
19 rebidding process. The rebidding process shall be as follows:

20 **(a) Route Posting:** Descriptions of all routes to be rebid will be posted at a
21 designated location at least forty (40) work hours prior to the beginning of the
22 rebidding process.

23 **(b) Rebidding Location:** The designated location of the rebidding process will be
24 posted with the route descriptions to be rebid.

25 **(c) Proxy Bidding:** The employee or proxy must be present to participate in the
26 rebidding procedure.

27 **(d) Employee Responsibilities:** Employees must sign bids and cannot decline a
28 route once they have submitted a bid.

29 **(e) Management Responsibilities:** Representatives from Transportation
30 management, the department responsible for safety, and the Support Personnel
31 Association of Lee County shall be present during the rebidding process.

32 **(f) Vacant Routes:** Routes of employees on long term leave (more than 6 calendar
33 weeks) route will be bid as vacant. When the employee returns to work, they will
34 be an UAR until they bid on another available route.

35 **(10) Route Adjustments:** Bus routes shall be bid as posted. Routes may be adjusted and
36 buses may be reassigned by Transportation administration or designee after bidding is
37 completed. Paid Route Time and Mileage (RTM) reduced during the first two pay periods
38 of the student year will not take effect until the third pay period. Thereafter, reductions in
39 paid time will only occur on the basis of every other pay period. If there is a necessary
40 reduction in the RTM, (in between the actionable pay periods), the reduced time will be
41 made up by the employee serving standby time to perform transportation-related duties.
42 If the bus employee chooses to waive the standby time the reduction in paid time will take
43 place immediately.

44 **(11) Permanent Route Change:** When the supervisor determines that a permanent route
45 change is necessary, the bus employee(s) affected shall be consulted about the reasons for
46 the change, the new route and the pupil bus load before the change is made. Due to the

1 large number of changes during the first 15 days of school or under other emergency
2 circumstances, such consultation with the employee(s) may not be possible. The supervisor
3 shall then consider the employee's input and shall thereafter notify the employee the day a
4 change is confirmed.

5 **(12) Summer School Routes:** Summer School Bidding shall follow the same rules as regular
6 bidding. Summer school route bidding will take place no earlier than two weeks prior to the
7 first day of summer school and no later than two days prior to the first day of summer
8 school. It will be held in an air-conditioned space. Last minute changes in routes shall be
9 posted prominently where all can see before bidding. There will be no supervisor
10 influencing of operators in the choice of routes. The rules of bidding shall be a topic of the
11 April Transportation Labor/Management Meeting.

12 **(a) Bus Attendants and Bus Monitors:** Bus attendants and bus monitors have a
13 right to bid on summer routes if they are trained as ESE attendants.

14 **(b) Failure to Complete Summer School:** Employees who accept a summer run
15 and fail to complete their commitment to the School District will be ineligible for
16 the following year's summer school bidding.

17 **(c) Bidding Process:** Bus employees assigned who work during the regular school
18 year immediately preceding summer school, shall bid on summer routes prior to
19 transfer or new employees.

20 **(d) Sick Leave:** Sick leave shall be utilized as per Article 12.02. Within 30 days of
21 the end of summer school, employees ineligible for the next summer school
22 bidding will be notified. These employees will have thirty (30) days to appeal their
23 eligibility status with Transportation administration.

24 **(f) Light Duty:** Transportation employees placed on light duty may be assigned to other duties to
25 include gate duty where appropriate.

26 **(g) Assistance:** Transportation employees may request or be assigned additional training, ask
27 clarifying questions or seek assistance with routing concerns and/or student discipline (route/stop
28 adjustments) without fear of negative repercussions.

29
30 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as herein provided.

31
32 **(1) Advertising Vacancies:** A list of job openings shall be provided to Association representatives at each
33 work site upon request. Job openings shall also be posted on the District website for five (5) consecutive
34 work days prior to filling the position. Posted job openings shall include the beginning hourly rate.

35
36 **(2) Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority, work
37 experience and interview responses are superior, shall be offered the position.

38
39 **(3) Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition to the
40 approved job description expected of applicants shall be determined prior to considering any applicants for
41 a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to the extent that it would
42 create a new job classification or be equivalent to an existing job classification and job description.

43 **(a) Notice to Employees:** Employees shall be informed about practices, policies and
44 procedures relating to filling of vacancies.

45 **(b) Association Participation Request:** SPALC may request to have a member participate in the
46 process used to fill vacancies; however, management is under no obligation to permit the

1 participation of the SPALC member.

2 **(c) Pre-Employment Testing:** SPALC shall be involved in the selection of tests, assessment tools
3 and scoring guides used in the selection process. If tests are used, applicants shall be
4 informed of any tests and the process that will be used prior to the interview. Training shall be
5 provided to employees about the process to be used and the skills necessary for each job.
6

7 **(4) First Consideration:** Current employees of the District who apply shall be given first consideration prior
8 to other applicants.

9 **(a) Seniority:** If the Superintendent determines that two or more current employee applicants are
10 equally qualified, the employee applicant with the most in-district experience will be offered the
11 position.

12 **(b) Substitute/Temporary Employees:** Persons who have been hired as substitute/temporary
13 employees and have worked successfully for six (6) months or longer shall be considered at the
14 same time as current employees when vacancies occur. No temporary appointment shall become
15 permanent unless it has been advertised in accordance with Article 5.06(1).

16 **(c) Change in Shift:** When it is necessary to transfer an employee from or to a day or evening
17 schedule, the supervisor shall, among other job-related considerations, recognize the seniority of
18 the employee. When a position becomes vacant and creates an opportunity for a change in work
19 schedule/shift, notice of the vacancy will be posted in a prominent location at the site or school.
20 Employees in the vacant job classification are responsible for notifying their supervisor of their
21 interest in the vacant position. Supervisors shall, among other job considerations, recognize the
22 seniority of employees requesting to be moved to the vacant position.

23 **(d) Notice:** Applicants shall receive timely notice of the hiring decision. If an unsuccessful employee
24 applicant makes a written request to the supervisor responsible for the selection process within ten
25 (10) working days of their interview appointment, the supervisor will schedule a conference within
26 ten (10) days of receipt of the written request to discuss their application and possible changes to
27 enhance the employee's opportunity for future promotion.
28

29 **(5) Summer School Vacancies:** Summer school vacancies will be posted and filled in accordance with Article
30 5.06 and are subject to job requirements and student needs. The District agrees to meet and consult
31 with SPALC representatives regarding the development of the Summer School handbook as it relates to
32 employment of SPALC members for summer school. Decisions regarding the development of the Summer
33 School handbook as related to filling summer school vacancies will be made in a collaborative manner
34 when possible.
35

~~36 **(6) Reclassification:** SPALC and the District entered into a Memorandum of Understanding (MOU) on
37 March 2, 2022 regarding the consolidation of Paraprofessional and Helping Teacher job descriptions and
38 the eventual development of a Career Ladder for instructional support staff. This change will be effective
39 July 1, 2022 and details related to implementation will continue to be discussed by the SPALC
40 Labor/Management Committee and communicated to impacted employees.~~

41
42 **5.07 – AMERICANS WITH DISABILITIES ACT:** Any employee that believes that they have a disability under
43 the ADA may apply for a reasonable accommodation if the employee deems such an accommodation
44 necessary. The request will be reviewed pursuant to the District's ADA review process. The District's
45 application of the ADA review process shall be the sole issue under this article subject to the grievance
46 procedures as outlined in Article 4 of this agreement. The decision and/or outcome of the employee's

1 application or request shall not be the subject of a grievance as outlined in Article 4 of this agreement,
2 but may be appealed pursuant to the District's ADA review process. Information about the ADA, ADA
3 accommodation request forms, and ADA medical certification forms are posted on the District's website.
4

5 **5.08– WORKERS COMPENSATION**

6
7 **(1) Limited Duty:** Employees who have experienced a workers' compensation injury and who have been
8 evaluated and released by an approved physician as physically able to return to work with specific
9 limitations, will return to their job site upon written authorization by Insurance and Benefits Management.
10 Specific work limitation will be forwarded to the employee's supervisor from the treating physician. The
11 employee will remain in their job site, performing appropriate duties as identified by their supervisor for a
12 period of time agreed to by the employee and the work site supervisor. The employee will be evaluated by
13 their physician as necessary based on the course of treatment and, if not released for full duty, will be
14 returned for limited duty for a work period agreed to by the employee and the work site supervisor. At
15 the completion of the second work period, if the employee is not able to return to a full-duty status, he will
16 be evaluated by the physician, principal/supervisor and the Insurance and Benefits Management to
17 determine the employee's status. Alternatives such as returning to workers' compensation off-duty status,
18 continuation of limited duty assignments, Alternate Duty assignments, and/or other assignments will be
19 reviewed with the employee. If a period of limited duty exceeds six months the District will notify the
20 Association of the identity of the employee.
21

22 **(2) Alternate Duty**

23 **(a) Evaluation:** Employees who have experienced a workers' compensation injury and who have
24 achieved maximum medical improvement as determined by an approved physician and are unable
25 to return to their previous position may be eligible for alternate duty assignments in accordance
26 with Article 5.08(2)(d). Employees will be evaluated by a variety of methods for alternate duty
27 within the school district by the Insurance and Benefits Management. The District will not assist
28 finding alternative employment outside of the district. This process does not guarantee future
29 employment within the School District. The alternate duty evaluation is not a 440.441 re-
30 employment assessment as it is not an evaluation to determine whether an employee is capable
31 of returning to suitable, gainful employment in the open labor market. The District shall notify
32 the Association prior to the evaluation of an employee. Employees who do not meet the criteria
33 for Alternate Duty shall lose their employment with the District.

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

38 **(c) Funding:** All Alternate Duty positions will be funded from the Workers' Compensation loss fund
39 budget, as directed by the Insurance and Benefits Management.

40 **(d) Training:** Employees will be placed in an Alternate Duty training position based upon their
41 physical abilities (as determined by their treating workers' compensation physician) and their
42 vocational aptitudes (as determined by vocational testing, educational certifications, etc.).
43 Adjustments may be made to the job duties of the position; however, the employee must be
44 capable of performing the essential functions of the position as described in the job description.
45 Positions related to the employees' current position and/or level of expertise shall also be given
46 consideration when being placed in an Alternate Duty training position.

1 **(e) Time Limit:** The total maximum time an employee may remain in an Alternate Duty "training
2 status" is one year. The maximum time may be extended to two years under extenuating
3 circumstances. (Example: illness, language barrier, etc.).

4 **(f) Successful Completion:** Employees will be deemed "trained" when they have successfully
5 acquired the minimum skills necessary to qualify for the position for which they are training, as
6 acknowledged by their supervisor and Insurance and Benefits Management.

7 **(g) Failure to Complete:** An employee shall lose their employment with the District if the employee
8 fails to achieve "trained" status within one year (or two years for employees with extenuating
9 circumstances) and no positions exist within the District that meet the physical and aptitude
10 requirements of the employee.

11 **(h) Change in Training:** Employees who are unsuccessful in their initial training position, may make
12 one change of training assignment within the one-year period (two-year period for employees with
13 extenuating circumstances); however, a change of training position will not extend their training
14 timeline.

15 **(i) Application Upon Completion:** Once employees are deemed "trained" by Insurance and
16 Benefits Management, they are required to apply for all positions, for which they have received
17 training, within a reasonable commute.

18 **(j) Placement Upon Completion:** For employees who are unsuccessful in finding a regular position
19 within 60 working days of achieving "trained" status, Human Resources will begin procedures to
20 place those employees in regular positions.

21 **(k) Refusal:** If an employee refuses to be tested for Alternate Duty placement or to participate
22 in their assigned Alternate Duty training program, this shall be deemed a voluntary resignation of
23 employment.

24 **(l) Summer Assignments:** Employees who worked less than a 12-month schedule at the time of
25 their work-related accident will not be guaranteed summer employment while participating in
26 the Alternate Duty Program.

27 **(m) Covered Employees:** This article applies to employees currently enrolled in the Alternate
28 Duty Program at the date of this Agreement. This article applies to all Alternate Duty employees.

29 **(n) Wages:** Employees selected for Alternate Duty assignments will be paid in accordance with the
30 appropriate salary schedule, but in no case shall the employee receive less than the amount
31 received prior to the injury. Employees assigned to positions at a higher pay rate shall be paid at
32 the rate of the job performed when the employee is fully trained in that position as determined by
33 management.

34 **(o) Continued Employment:** Following a successful training period, employees who continue
35 employment in a new assignment and are paid at a rate less than their pre-injury rate shall be
36 reimbursed for any loss of wages which occurs due to the acceptance of the position in accordance
37 with the appropriate wage loss procedures as defined by Section 440, Florida Statutes. Following
38 a successful training period, for those employees with a date of injury occurring prior to January
39 1, 1994, who continue employment in a new assignment at a rate less than their pre-injury rate
40 shall be reimbursed for any loss of wages in accordance with the appropriate wage loss procedures
41 as set forth in Section 440 F.S. Those employees who sustained injuries subsequent to January 1,
42 1994, are not eligible for such wage loss benefits.

43
44 **5.09 – VETERAN'S PREFERENCE:** Veteran's Preference shall be granted in accordance with applicable state
45 and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond the limits
46 of applicable state and federal law.

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5.10 – PERSONNEL FILE

(1) Inspection: Each employee has the right to have another person accompany them to review their personnel file, if they so choose. Such review shall be made before or after the employee’s work day or during duty-free lunch, unless the employee is on leave, in the presence of the person responsible for the safekeeping of the personnel files. The Board will provide, within five (5) work days, a copy of as much of the contents of the employee’s personnel file as is requested in writing by the employee. The cost of duplication of such records shall be paid by the employee.

(2) Response: Each employee has the right to comment in writing concerning any materials in their personnel record.

(3) Copies: An employee will receive copies of any document referred to in Articles 8 and 5.09 within one (1) business day from when they sign the document.

ARTICLE 6 – WORKING CONDITIONS

6.01 – PHYSICAL FACILITIES

(1) Safe and Secure Conditions: Adequate, clean, safe and sanitary working conditions shall be provided for all employees. No employee shall be required to work in conditions that are not safe or secure or perform tasks which endanger health and safety. The site supervisor or principal shall, in consultation with the Safety & Security Department whenever possible, make an initial determination as to whether an unsafe working condition exists.

(2) Reporting Unsafe Conditions: An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to the site administrator. A Safety/Security Deficiency Form shall be provided to employees either in an electronic file or by hardcopy, for reporting purposes and shall be located in an easy to find location on the District website. The supervisor shall investigate the report and initiate whatever corrective action they deem appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, they may report it to the School or Site Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security Department and a copy of the report shall be maintained by the site administrator.

(3) Safety/Security Equipment: The District will determine proper and necessary safety and security equipment and devices for employees. An employee who fails to use safety or security equipment as directed may be subject to discipline.

(4) Training: Specific, job-related training shall be provided to employees at the expense of the Board. Qualified employees will be offered an annual training opportunity based on their job duties, seniority, if relevant, and technological advances in the trade. All training required by the Board will carry in-service points and will be paid at the employee's hourly rate. Employees attending required training outside the employee's regular work schedule will be paid at their regular hourly rate or at the overtime hourly rate. If a senior employee believes they should have been offered training that was offered to a different employee, they may file a grievance to be heard by the supervisor.

(a) Medically Related Procedure: Any employee who is required to administer any medically related procedure shall receive training on such procedures. All required training shall be at the discretion and expense of the Board.

(b) Standardized Assessments: Any employee who is required to administer and/or proctor any statewide standardized assessment or assessments associated with Florida approved courses shall receive training prior to administering and/or proctoring such assessments.

(c) Security Specialists: Security Specialists will receive specific, job related safety and security training beginning in FY16.

(d) Paraprofessionals Instructional Support: The Labor/Management Committee will develop a list of specific, job related

training items for ~~paraprofessionals instructional support~~. ~~Paraprofessionals Instructional support~~ shall receive this training within the first thirty (30) days of their employment.

(e) Clinic Assistants: The District commits to continue to improve training for Clinic Assistants.

(f) Custodians: The District will provide training on identifying hazardous waste and the steps

1 necessary to report hazardous waste. Emergency phone numbers will be made available to
2 nighttime custodians and will be included in the Material Safety Data Sheet (MSDS) Manual.
3

4 **(5) Transportation**

5 **(a) Safe Driver Plan:** Revisions of the Safe Driver Plan shall be implemented only after consultation
6 with the Association through the SPALC Labor/Management Committee and memorandums of
7 understanding. The Safe Driver Plan shall not prohibit any employee from exercising any rights
8 or privileges provided by law, rule or this Agreement.

9 **(b) Student Discipline:**

10 **(1) Training:** The District will provide training for bus operators/attendants/monitors in
11 methods of maintaining discipline. The training shall include cultural sensitivity. The
12 principal or designee shall meet with employees assigned to buses serving the school no
13 later than three (3) weeks after the start of each school year to review the school's discipline
14 procedures pertaining to transportation of students. These meetings shall be
15 coordinated through the Senior Administrator for each Transportation Zone.

16 **(2) Process:** When a transportation employee has exhausted the District bus discipline
17 procedures and a student still requires the attention of the principal or other school or
18 District staff, the transportation employee shall so inform the principal or designee, on the
19 approved referral form. When a transportation employee submits a disciplinary referral,
20 the principal or designee shall write the action taken on the form and return a copy to the
21 transportation employee within five (5) work days. If the problem continues, the
22 transportation employee's supervisor will arrange for a meeting with the principal or
23 designee, the transportation employee's supervisor and other parties as deemed
24 appropriate. For Schools with continued problems, the issue will be referred to the
25 Executive Director of Transportation to find a solution.

26 **(c) Bus Ramps:** Transportation employees and any school-based employee who is required to
27 perform bus ramp duties must receive bus ramp safety training.

28 **(d) Transportation Facilities:** Every effort will be made to equip transportation compounds,
29 whether temporary or permanent, with sanitary, water and waste disposal facilities and paper
30 products. Facilities shall be maintained to ensure proper health and hygiene. If sanitary, water, waste
31 disposal or paper products are not available at the compound, bus employees will be notified as to
32 the location of the facilities to be used.
33

34 **(6) Custodians**

35 **(a) Safe Environment:** When custodians are required to work outside in darkness or in secluded
36 areas, the supervisor shall utilize one of the following options to ensure a safe working
37 environment: provide a communication device, assign another person to work in the same vicinity
38 during the same time, adjust the employee's work schedule to allow the employee to perform
39 required duties during daylight hours.

40 **(b) Safety Equipment:** Provide necessary safety equipment, such as appropriate fitting rubber
41 boots, upon request by school or site supervisor. Necessary safety equipment to be agreed upon
42 by the SPALC Labor/Management Committee and consistent with Article 3.01(4).
43

44 **6.02 - PROTECTION OF PERSON:**

45
46 **(1) Injury:** The Board assures employees of its support when employees have followed the laws and

1 regulations of the State and the policies of the Board in carrying out their responsibility. An employee
2 involved in injury to themselves, a student or to another employee shall immediately report same to their
3 supervisor and thereafter make such written reports as necessary to comply with Board policy.

4 **(a) Physical Examination:** Bus operator's physical examinations and dexterity tests required by law
5 shall be completed prior to bidding. Physical examinations must be performed by physicians
6 specifically authorized by the District to perform bus driver physicals. Proof of physical must be
7 carried at all times while operating a school bus. In order for the District to pay for the physical, the
8 employee must show up for the physical at the scheduled time. Subsequent physicals will be
9 scheduled during the employee's birth month and in accordance with law. The employee will
10 schedule the physical and must comply with scheduling requirements or be responsible for paying
11 the cost of the physical. The parties agree that SPALC will have a representative on the Request for
12 Proposal (RFP) team related to performing employee physical exams.

13 **(1) Fitness-For-Duty:** Transportation employees must be able to perform all work-related
14 duties, including licensure and physical requirements, at the time of placing their bus bid.

15 **(b) Student Discipline:** Bus operators will have input in disciplinary decisions regarding the
16 transportation of students disruptive while on the bus.

17
18 **(2) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or
19 commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing,
20 intimidating, threatening, or harassing against any person in the workplace.

21 Bargaining unit employees may address alleged violations of this article through the grievance
22 procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this article
23 may result in the involuntary, temporary transfer of an employee or employees pursuant to
24 Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by the
25 Superintendent or the Superintendent's designee.

26
27 **(3) Harassment or Discrimination:** The District is committed to ensuring equity in school programs and
28 employment practices. The District prohibits harassment and discrimination as provided in Florida Statute
29 100.05 and School Board Policy ~~1.23~~. Employees who feel they have been harassed or discriminated against
30 are encouraged to submit a complaint in accordance with board policy.

31
32 **(4) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable state
33 and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided with
34 reasonable break time to express breastmilk for one year after a child's birth. The District will provide a
35 place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the
36 public, which may be used by an employee to express breastmilk. Employees must keep their immediate
37 supervisor informed of their needs so that appropriate accommodations can be made with minimal
38 disruption to the employee and the worksite. Nursing mothers who feel they have been denied appropriate
39 accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to
40 expand these protections beyond the limits of applicable state and federal law.

41
42 **(5) Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of domestic
43 or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in
44 accordance with Article 12. The District will ensure that related public records exemptions are provided, may
45 refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees to
46 request a temporary transfer or reassignment. Employees must keep their immediate supervisor informed

1 of their needs so that appropriate accommodations can be made with minimal disruption to the employee
2 and the worksite. Employees who feel they have been denied appropriate accommodations are encouraged
3 to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the
4 limits of applicable state and federal law.

6.03 - PROTECTION OF PERSONAL PROPERTY

8 **(1) Reimbursement for Theft or Damage:** The District shall reimburse employees for personal property
9 theft or damage under the following conditions:

10 **(a) District Purpose:** The employee's personal property must be used for District purpose with the
11 consent of the employee's supervisor.

12 **(b) Timely Report:** An incident report/claim documenting the loss/damage and signed by the
13 supervisor must be submitted to the Insurance & Benefits Management within one business day of
14 the incident.

16 **(2) Personal Hand Tools:** The District shall reimburse employees for the replacement cost of hand tools
17 under the following conditions:

18 **(a) Location:** The hand tools must have been stolen from District-owned property, including
19 vehicles.

20 **(b) Due Diligence:** The employee must demonstrate they exercised reasonable diligence in the care
21 and protection of the tools.

22 **(c) Timely Report:** An incident report/claim documenting the loss/damage and signed by the
23 supervisor must be submitted to the Insurance & Benefits Management within one business day of
24 the incident.

26 **(3) Personal Automobile**

27 **(a) Theft and Vandalism:**

28 The District shall reimburse employees for theft and vandalism losses to their personal autos
29 under the following conditions:

30 **(1) Timely Report:** An incident report/claim documenting the loss/damage and
31 signed by the supervisor must be submitted to the Insurance & Benefits
32 Management within one business day of the incident.

33 **(2) Police Report:** A police report must be filed documenting theft or vandalism.

34 **(3) Negligence:** Loss must have been the direct result of District negligence.

35 **(4) Reimbursement:** Maximum reimbursement of \$250 toward amount not covered by
36 employee's personal auto insurance deductible.

37 **(b) Collision:** The District shall reimburse employees for collision losses to their personal autos
38 under the following conditions:

39 **(1) District Purpose:** The employee was driving their personal auto in the course and scope
40 of employment with the consent of the employee's supervisor.

41 **(2) Timely Report:** An incident report/claim documenting the loss/damage and signed by
42 the supervisor must be submitted to the Insurance & Benefits Management within one
43 business day of the accident.

44 **(3) Reimbursement:** Reimbursement shall be limited to the employee's personal auto
45 insurance collision deductible.

46 **(4) Fault:** Reimbursement shall be limited to accidents in which the other party is at fault

1 (a citation is issued).

2 **(5) Police Report:** A copy of the law enforcement accident report must be submitted to
3 the Department of Insurance and Benefits if and when it becomes available.
4

5 **6.04 – ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess, consume
6 or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the
7 workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as
8 defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR
9 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.
10

11 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this article,
12 and; notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a
13 violation occurring on the premises of the Lee County School Board, at the workplace, or during the
14 conduct of any official activity related to the Lee County School Board no later than five (5) days after
15 conviction.
16

17 **(2) Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30) days
18 of receiving such notice, with respect to any employee who is so convicted:

19 **(a) Program Participation:** Require the employee to participate satisfactorily in a drug abuse
20 assistance or rehabilitation program approved for such purposes by a federal, state or local health
21 officials, law enforcement, or other appropriate agency.

22 **(b) Failure to Participate:** If the employee fails to satisfactorily participate in a drug abuse
23 assistance or rehabilitation program, the District will recommend non-reappointment, suspension,
24 or termination of the employee.

25 **(c) Other Personnel Action:** Take other appropriate personnel action, up to and including
26 termination.
27

28 **(3) Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in
29 accordance with District policy and procedures.

30 **(a) Mandatory:** Employees in safety-sensitive positions, including those defined by the U.S.
31 Department of Transportation standards, may be required to submit to alcohol, tobacco, or drug
32 testing on a random basis.

33 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug or alcohol testing
34 without reasonable suspicion except as otherwise required by law or this agreement. All drug and
35 alcohol testing shall be conducted in accordance with District policy and procedures for drug and
36 alcohol testing.
37

38 **(4) Exemptions**

39 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which they
40 hold the prescription is exempt from this section.

41 **(b) Confiscation:** Employees who perform duties which require the disposition or confiscation of
42 alcoholic beverages or controlled substances are exempt from this section if performing those
43 specified duties.
44

45 **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources and
46 the Employee Assistance Program (EAP).

1
2 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result
3 in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or
4 mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may include
5 any conduct that would be independent grounds for disciplinary action.
6

7 **6.05 – DRESS CODE:** In order to model appropriate behavior for students, employees are expected to
8 present themselves in a professional manner at all times, in terms of dress and appearance. Employee dress
9 and appearance shall not disrupt the educational environment.
10

11 **(1) Required Uniforms:** If required, uniforms, footwear or a footwear stipend will be provided for
12 employees. Every employee afforded uniforms including footwear, shall wear their uniform on every assigned
13 shift or work assignment. School/site spirit or team building theme day uniform substitutions are allowed
14 with the approval of the school/site main administrator.

15 **(a) Identification Badges:** If required, identification badges will be furnished to employees.
16

17 **(2) Measurement and Delivery:**

18 **(a) Purchased:** Purchased uniforms for twelve (12) month employees shall be measured by October
19 for targeted delivery in January. Purchased uniforms for ten (10) month employees shall be ordered
20 not later than the second week of the new school year and targeted for delivery within ninety
21 (90) days after the order is placed.

22 **(b) Leased:** Uniforms that are leased shall be provided on an ongoing basis.

23 **(c) Safety Shoes:** Safety shoes will be made available via an on-site mobile shoe fitting company.
24

25 **(3) Uniform Purchase Eligibility:**

26 **(a) New Hires:** New employees shall be eligible to order uniforms no later than thirty (30) days after
27 the first day worked. New employees hired in July, August, September will be fitted according to
28 contract language but will not become eligible again for the annual uniforms/shoes allotments
29 until the following school year uniform/shoes distribution periods.

30 **(b) Current Employees:** After the first issue of uniforms, employees who are provided purchased
31 uniforms shall have the opportunity to select approved accessories provided that the basic uniform
32 is in good condition and that the total price of accessories does not exceed the cost of the uniforms.
33

34 **(4) Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will be
35 calculated as follows:

36 **(a) Twelve Month Employees:** Twelve-month employees eligible for purchased uniforms will be
37 provided five (5) uniforms in the first year of employment and up to five (5) uniforms each
38 year thereafter. Twelve-month employees eligible for safety shoes will be allocated \$100.00 each
39 school year for the purchase of approved safety shoes.

40 **(b) Less Than Twelve Month Employees:** Less than twelve-month employees eligible for purchased
41 uniforms will be provided five (5) uniforms in the first year of employment and up to four (4)
42 uniforms each year thereafter.

43 **(c) Food Services:** Less than twelve-month Food Service employees eligible for purchased uniforms
44 will be provided five (5) uniforms in the first year of employment and four (4) uniforms each year
45 thereafter. ~~Less than twelve month~~ Food Service employees will be provided a \$~~6175~~.00 stipend

46 twice each school year paid for by Food and Nutrition Services, to be used towards
4647 the purchase of required District approved non-slip/slip

1 _____ resistant shoes. ~~The stipend will be paid in the employee's first paycheck of the school year or the~~
21 _____ ~~first paycheck following eligibility.~~

3

4 **(5) Uniform Orders:**

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

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

19 **(c) Ordering Accessories:** All orders for accessories must be approved by the employee's
20 immediate supervisor.

21 **(d) Unspent Allowance:** Any unspent uniform top/bottom allocation dollars can be utilized toward
22 the purchase of additional approved accessories, additional uniform tops or additional uniform
23 bottoms.

24 **(e) Orders Exceeding Allowance:** Additional uniforms, shoes or accessories items ordered that
25 exceed the available allowance amount for the eligible employee must be paid for in advance of
26 order placement.

27

28 **(6) Uniform Compliance:** A uniform for count compliance purposes is defined as one garment top plus
29 one garment bottom. An eligible employee may be reimbursed a dollar amount equal to the actual cost
30 of specified shoes, up to a maximum of one-hundred dollars (\$100) if one of the following criteria is met:

31 **(a)** Vendor cannot provide required size;

32 **(b)** Medically documented reason for specified shoes.

ARTICLE 7 – WORK SCHEDULE

1 **7.01 - WORK DAY**

2

32 **(1) Standard Hours:** It is the mutual interest of the parties to standardize the hours of employees, where
 43 practicable. An appendix will be included that details the following: standard scheduled hours, standard
 54 worked hours, paid or unpaid lunch period, and total paid hours for all support staff positions.

65 **(a) Federal Grant Programs:** Employees assigned to positions as part of a federal grant may have
 76 a work day based on program requirements.

87 **(b) Split Shifts:** If academic programming requires the use of split shifts at a worksite, the parties
 98 agreed to bargain the impact of a split shift; except for Transportation employees and academic
 109 programs or worksites using split shifts prior to July 1, 2012.

1110 **(c) Four-Day Work Week:** Standard work days may be adjusted during the summer for the
 1211 purpose of allowing a four (4) day work week.

1312 **(d) Lunch Periods:** Lunch periods shall be duty-free except as otherwise determined by the
 1413 supervisor. Lunch periods for employees who work less than seven (7) hours shall be as indicated
 1514 on the chart below and scheduled as near to the middle of the work shift as possible.

1615 **(e) Rest Periods:** Rest periods shall be for a maximum of fifteen (15) minutes. Rest periods cannot
 1716 be combined or taken back to back. Employees shall be entitled to rest periods as indicated on the
 1817 table in Article 7.01(1)(f). Breaks for a ten (10) hour work day apply to locations with a 4-day
 1918 work week during the summer.

2019 **(1) Food and Nutrition Services:** Food and Nutrition Services employees who work six (6)
 2120 or more hours shall receive two (2) rest periods.

2221 **(2) Transportation:** Bus Operators, Bus Attendants, and Bus Monitors are entitled to rest
 2322 periods as bus schedules permit.

24 **(f)**

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
8 hours	2	Yes
10 hours	3	Yes

25

26 **(g) Mandatory Meetings:** School-based support staff shall meet with school-based administration
 27 at least once per quarter during their work day for a minimum of fifteen (15) minutes. Support staff
 28 meetings shall be for the purpose of improving communication and to provide job specific training.
 29 The SPALC Labor/Management Committee shall review situations where support staff meetings are
 30 a concern.

31

32 **(2) Non-Standard Hours:**

33 **(a) Summer Hours:** During the summer, employees may work a 4-day work week in

1 departments and sites where manageable. In such departments and locations, work days will be
2 Monday through Thursday, with the total hours worked to be equivalent to an employee's 5-
3 day work week. Start and end dates of the 4-day work week period will be agreed upon by the
4 SPALC Labor/Management Committee.

5 **(b) Holidays and Non-Scheduled Workdays:** Employees required to work on holidays and non-
6 work days shall be compensated for a minimum of three (3) hours for any such day worked.

7
8 **(3) Changes in Allocations:**

9 **(a) Notice:** When allocations at any work site require that any employee have a change in hours,
10 the employee shall be notified of the change five (5) days prior to the effective date of the change,
11 except for the first fifteen (15) days of the school year.

12 **(b) Seniority:** Employees shall be reduced in hours due to changes in work site allocations in order
13 of their District seniority, from least seniority to greatest seniority provided the senior employee
14 has the ability to perform the available work in a satisfactory manner.

15 Employees shall be increased in hours due to changes in work site allocations in descending
16 District seniority provided the senior employee has the ability to perform the available work in
17 a satisfactory manner.

18 **(c) Benefits Eligibility:** The School District recognizes that many employees who work less than
19 six hours per day desire the opportunity to work enough hours to be eligible for health insurance
20 coverage. Where practical, the School District will strive to assist employees in achieving that goal.

21 **(d) Food Service Employees:** Part-time staff may be hired for Food Service positions for peak work
22 load times with agreement of SPALC.

23
24 **(4) Recording Hours:** Each work site will establish an accurate method to document employee work time
25 and attendance. The supervisor of the work site will notify employees of the method and procedure for
26 documenting work time and attendance. The District will inform the Association regarding a specific work
27 site's method and procedure for documenting work time and attendance upon request.

28
29 **7.02 - WORK WEEK:** The workweek shall consist of not more than forty (40) hours. The workweek
30 shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

31
32 **7.03 - WORK YEAR**

33
34 **(1) Staggered Work Year:** The Board reserves the right to stagger the work year of 216-day and
35 226-day employees. By March 15, the principal at each school site shall post a schedule of work years for
36 the period of April 16 through April 15 of the next year. Employees may then bid a work year based on
37 seniority between March 15 and April 15. Thereafter, work years shall be assigned to employees on a first-
38 come, first-served basis. If an employee fails to request a work year, one shall be assigned by the principal
39 by April 15. When an employee's staggered work year extends beyond the ending date specified on the
40 current Board-approved Instructional Personnel Calendar, the employee shall be required to complete the
41 full 216-day and 226-day schedule of employment prior to September 1.

42
43 **(2) 255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 day

44
45 **7.04 - CHANGES IN SCHEDULE**

1 **(1) Permanent:** When it is necessary to change the shift schedule of employees in a job classification at a
2 work site, employees will be given 30 days' notice.

3
4 **(2) Temporary:** Temporary changes in an employee's shift schedule may occur with agreement of the
5 employee and the site supervisor.

6 **(a) Overtime, Extra Hours and Call Backs:** Overtime and extra hours work will be distributed
7 equitably among employees by job classification and organizational unit based on seniority,
8 availability, and qualifications to perform the required task. Senior employees who may not be
9 qualified shall be offered training within ninety (90) days if training is available and practical. The
10 distribution of overtime and extra hours shall not delay or increase the cost of the Board's
11 operation. Temporary imbalances in the distribution of overtime and extra hours will be
12 subsequently corrected as more hours become available. When a supervisor does not follow
13 seniority in the assignment of overtime and extra hours, notification shall be provided to the SPALC
14 representative. Should no qualified employee agree to overtime or extra hours work, the employer
15 shall assign overtime or extra hours work in the inverse order of seniority.

16 **(1) Overtime:** All authorized work performed in excess of forty (40) hours in any one week
17 shall be considered overtime and shall be paid at the overtime rate of one and one-half (1-
18 1/2) times the employee's regular rate of pay. Sick leave for one day and paid holidays
19 during the work week shall be counted as time worked for the purpose of computing
20 overtime.

21 **(2) Extra Hours:** All authorized work performed in excess of the employee's regular
22 work day or work year shall be paid at the regular rate of pay, unless in conflict with the
23 applicable supplemental contract. Employees shall receive payment for extra hours worked
24 according to Article 10.05.

25 **(3) Call Backs:** Employees who are called back to the job after the end of their workdays
26 shall be compensated at time and one-half for a minimum of two (2) hours. The work
27 site supervisor shall keep a list of employees willing to work overtime and contact
28 these individuals first prior to contacting other employees. This section does not apply to
29 an extended workday.

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

37
38 **(4) Make-Up Due to Suspended Operations or Declared Emergency:** If possible, employees will be
39 notified prior to the beginning of the work day when it is necessary to close schools as a result of a hurricane
40 or other declared emergency. Failure to make up missed time during the scheduled work year or use
41 appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted
42 from the employee's paycheck for time missed. If an employee terminates employment prior to the end of
43 the work year, pay will be deducted from their final paycheck. The SPALC Labor/Management Committee
44 will prepare a schedule for make-up of missed days to be provided to employees as soon as possible
45 following a return to work. The Board reserves the right to waive make-up time.

46 **(a) 186-Day, 187-Day, 190-Day, 196-Day, 201-Day, and 206-Day Calendar:** For employees who

1 work 187, 190, 196, 201 or 206 days the time may be made up on the days that students are
2 scheduled to make up school.

3 **(b) 216-Day and 226-Day Calendar:** For employees who work 216 and 226 days, the time may
4 be made up by extending the contract year by the number of days missed.

5 **(c) 255-Day Calendar:** For employees who work twelve (12) months per year, time may be made
6 up by extending the length of the work day as determined by the Superintendent.

7
8 **7.05– HOLIDAYS:** All full-time employees in the unit shall receive the following paid holidays each year:
9 Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday, and Memorial Day.
10 Employees who work twelve (12) months per year shall receive six (6) consecutive work days' winter vacation.
11 Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid for holidays
12 that occur during their work year. Employees who work less than twelve (12) months shall receive the
13 following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), Presidents' Day, Good Friday and
14 Memorial Day.

15
16 **7.06 – VACATION:** This section shall apply to all full-time twelve-month employees in the bargaining
17 unit.

18
19 **(1) Accrual:** A member of the unit who is employed on a twelve (12) month basis shall be allowed paid
20 vacation leave, exclusive of holidays, as follows:

21 **(a) Less than Five Years:** An employee with less than five (5) years of continuous service shall accrue
22 one (1) day per month (12 days per year)

23 **(b) Five to Nine Years:** An employee with five (5) years or more of continuous service shall accrue
24 one and one-quarter (1-1/4) days per month (15 days per year)

25 **(c) Ten or More Years:** An employee with ten (10) years or more of continuous service shall accrue
26 one and one-half (1-1/2) days per month (18 days per year).

27
28 **(2) Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at least ten
29 (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the
30 calendar year. Each supervisor shall develop and post a vacation schedule by March 31. Between January 1
31 and March 10, employees shall submit requests for vacation time to the supervisor. Requests for vacation
32 will be granted based on seniority. The supervisor may deny specific vacation requests that disrupt the
33 operation of the school or department. Vacation requests received after March 10 will be considered on
34 a first-come, first-served basis and should be responded to within 10 business days. Supervisors shall
35 respond in PeopleSoft with a specific reason for denial if a vacation request is not granted. Previous
36 approval of vacation requests may be revoked should an emergency arise at the worksite. An appeal of a
37 revocation of a previously approved vacation request may be made to the Superintendent or
38 Superintendent's Designee. All requests shall be entered into PeopleSoft by the supervisor or their designee.
39 If the supervisor chooses, they may request that the employee enter the request into PeopleSoft.

40
41 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments, provided that
42 the request does not disrupt the operation of the work site. All vacation requests must be submitted to the
43 supervisor at least 24 hours in advance of the requested vacation time.

44
45 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual
46 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the approval

1 of the Superintendent upon the recommendation of the employee's supervisor. Upon separation from the
2 Board, an employee shall be paid for accrued annual leave as of the date of separation based on the
3 employee's daily rate of pay at the time of separation. In the case of the death of an employee, payment for
4 accrued annual leave shall be made to the employee's beneficiary of record, or if none, to their estate.
5

6 **7.07 – TRANSPORTATION EMPLOYEES**

7

8 **(1) Work Day (Bus Operators):**

9 **(a) Standard Work Day:** All regular bus operators will be guaranteed a minimum of seven (7) hours
10 per day when school is in session. All hours worked beyond 40 hours in the work week will be paid
11 per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer
12 school.

13 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later
14 than one (1) hour prior to the scheduled start of the route.

15 **(c) Breaks:**

16 **(1) As Schedule Permits:** Bus Operators may take a morning (a.m.) and afternoon (p.m.)
17 break as their schedule permits.

18 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the bus
19 operator's scheduled route.

20 **(3) Route Time:** Route time will not be extended to provide for a break.

21 **(d) Time Reporting:** Bus operators will be paid for all time worked within a pay period per Article
22 10.05. if the employee has accurately reported work time on the prescribed tracking system. Work
23 time not accurately recorded by the employee on the prescribed tracking system, shall be paid after
24 the employee has notified the Transportation Department. Upon notification and verification, the
25 employee will be paid within the next two pay periods.

26 **(e) Pre and Post-Trip Inspection:** The normal workday shall be the bid time, including the ½ hour
27 for non-route time (pre- and post-trip inspection), up to a maximum of 8 hours. Additional workday
28 hours shall include approved hours on the Route Time & Mileage (RTM) report.

29 **(1) Excess Time:** Any operator whose approved route exceeds six and one-half (6-1/2)
30 hours per day will be paid for excess time to the nearest quarter hour at their regular hourly
31 rate.

32 **(2) Non-Route Time:** The one-half (1/2) hour daily non-route time shall be used by
33 operators for activities needed to perform their normal duties. Duties include, but are not
34 limited to fueling and cleaning of bus, completion of surveys and other paper work and
35 conducting pre- trip/post trip inspections.

36 **(f) Mandatory Meetings or Training Sessions:** Operators who do not have adequate additional
37 duty hours to cover mandatory meetings or training sessions will be reimbursed at their regular
38 hourly rate.

39 **(g) Standard Work Day Exemption:** Operators who prefer to work fewer than thirty-five (35) hours
40 per week may be exempt from the minimum day by submitting a written request to the
41 Transportation Department by the first day of preschool or upon initial employment. Exemptions
42 are subject to approval by the appropriate Assistant Director and shall remain in effect during the
43 school year unless otherwise approved. Operators who are exempt from the minimum day shall not
44 be eligible for field trip assignments and shall be paid for actual route time and an additional one-
45 half (1/2) hour per work day non-route time. No extra duties or standby time will be assigned to
46 these routes.

1 **(h) Pilot Program:** Beginning with the FY14 (2013-2014 school year) and continuing for the
2 duration of this agreement, the District will implement a pilot program for up to 40 bus operators
3 who will be exempt from the seven (7) hour requirement contained in Article 10.04 (4)(a) of this
4 agreement. This pilot program will be reviewed by the SPALC Labor/Management Committee prior
5 to its continuation in subsequent years. This pilot will be implemented primarily for activity-related
6 runs and will be bid by zone. Bus operators employed pursuant to this article, are not eligible to be
7 added to the field trip list.
8

9 **(2) Work Day (Bus Attendants and Bus Monitors):**

10 **(a) Standard Work Day:** All regular bus attendants and monitors will be guaranteed a minimum of
11 six (6) hours per day when school is in session. All hours worked beyond 40 hours in the work week
12 will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply
13 to summer school.

14 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later
15 than one (1) hour prior to scheduled start of the route.

16 **(c) Breaks:**

17 **(1) As Schedule Permits:** Bus attendants and bus monitors may take a morning (a.m.) and
18 afternoon (p.m.) break as their schedule permits.

19 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the
20 scheduled route.

21 **(3) Route Time:** Route time will not be extended to provide for a break.

22 **(d) Time Reporting:** Bus attendants and bus monitors will be paid for all time worked within a pay
23 period per Article 10.05 if the employee has accurately reported work time on the prescribed
24 tracking system. Work time not accurately recorded by the employee on the prescribed tracking
25 system, shall be paid after the employee has notified the Transportation Department. Upon
26 notification and verification, the employee will be paid within the next two pay periods.

27 **(e) Mandatory Meetings or Training Sessions:** Bus attendants and bus monitors who are required
28 to attend area training meetings will be paid their regular hourly rate for time in attendance at such
29 meetings.

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

ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 – NOTICE:** Each employee will receive a performance assessment, in electronic form, of their work
2 at least once during each contract year. The parties agree that the Association will have input into the
3 development of the assessment forms.

4
5 **8.02 – PROCEDURE:**

6
7 **(1) Supervisor Meeting:** Each employee’s performance assessment shall be discussed with them by the
8 supervisor. All discussion of a performance assessment by a supervisor shall be conducted in private.
9

10 **(2) Employee Acknowledgement:** After discussion of the performance assessment, the employee shall
11 acknowledge the performance assessment, indicating that they have been shown the report and that it has
12 been discussed with them by the assessor.
13

14 **(3) Supporting Documentation:** If an evaluation includes an “Inconsistent” or “Unsatisfactory” rating or a
15 derogatory comment regarding performance, the supervisor must provide proof that the employee has
16 been counseled prior to the evaluation in the area receiving the “Inconsistent” or “Unsatisfactory” rating or
17 has been counseled in the same performance area of the derogatory comment.
18

19 **(4) Employee Comment:** If the employee disagrees with their performance assessment, they may submit a
20 statement in electronic form which shall, upon request of the employee, be attached to the Board’s copy.
21

22 **(5) Final Rating:** Each employee shall be given a copy of their performance assessment within ten (10)
23 calendar days after completion; but not later than April 1. Additional performance assessments
24 completed after April 1 will be given to each employee within ten (10) calendar days after completion.
25

26 **(6) Supervisor Acknowledgment:** No employee in the unit shall complete or acknowledge the
27 performance assessment of other employees. Only a supervisor shall complete a performance assessment
28 for an employee.
29

30 **8.05 – REWRITE:** The SPALC Labor/Management Committee will execute a Memorandum of Understanding
31 (MOU) in ~~FY22-FY25 (2021-2024-2022-2025~~ school year) that includes a clear and concise re-write of Article 8
(Performance

~~3231~~ Evaluation) to be effective July 1, ~~2022-2024~~ for ~~FY23-FY25 (2022-2024-2023-2025~~ school year).

ARTICLE 9 – DISCIPLINARY PROCEDURE

1 **9.01 – PROCEDURE:** All employee investigations shall be conducted in a fair and objective manner.
2 Materials and information regarding the investigation shall be relevant to the investigation and reasonable
3 in scope. Such material and information shall remain confidential until the conclusion of the investigation
4 and appropriate notice is provided to the employee that is the subject of the investigation.
5

6 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job performance shall
7 be reviewed by the site based or school-based administrator. During the investigation, the District may
8 temporarily reassign the employee. The employee shall be provided an opportunity to be heard regarding
9 all allegations at a meeting with the site-based or school-based administrator.
10

11 **(2) District-Based Investigation:** Professional Standards may initiate an investigation at the request of the
12 site-based or school-based administrator or Superintendent in response to allegations of employee
13 misconduct or unsatisfactory job performance that may result in suspension without pay or termination of
14 employment. During the investigation the District may temporarily reassign the employee.
15

16 **(3) Administrative Reassignment or Suspension:** In accordance with Florida Statute 1012.796, if an
17 allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately
18 suspend the employee, with pay, from regularly assigned duties and reassign the employee to a position
19 that does not require direct contact with students. An employee may be suspended with pay or reassigned
20 pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a
21 student. Suspension with pay or reassignment pending the outcome of an investigation shall continue until
22 an outcome has been rendered by the District and shall not be subject to the grievance procedure.
23

24 **(4) Right to Representation:** If an employee has a reasonable belief that discipline or adverse
25 consequences may result from a meeting with management, the employee has the right to request
26 representation of their choice from the following: the employee's attorney, a union representative, or a co-
27 worker that is a member of the bargaining unit. Notice of representation by an attorney or union
28 representative must be provided in writing. Management is not required to inform an employee of their
29 Weingarten rights. It is the employee's responsibility to know their rights and to request representation, if
30 they desire representation.
31

32 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written notice, whenever
33 possible, of a pre-determination hearing. Employees shall have the right to representation and the
34 employee may present relevant information in their defense. Allegations will be reviewed at the pre-
35 determination hearing and the employee will be provided an opportunity to respond. After all information
36 has been considered, a disciplinary outcome will be rendered. The Association shall have the right to attend
37 all District-based pre-determination hearings.
38

39 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when appropriate, and may
40 include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement,
41 suspension, termination, reassignment, retraining, or other assistance.
42

1 **(7) Probationary Period:** A new period of probation shall not be used as a form of disciplinary action for
2 an employee who has previously completed their probationary period.

3
4 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology are
5 common in the workplace and may be used in the course of an investigation. The initial review of security
6 camera footage or other technology for the purpose of monitoring employee performance shall be
7 conducted by the site-based or school-based administrator and shall remain confidential during the
8 pendency of an investigation. All records will be provided to the Association as soon as technologically
9 feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation of
10 employee misconduct, the Association will have the opportunity to inspect it prior to and/or during a pre-
11 determination hearing. Disciplinary action will be based upon a totality of circumstances rather than solely
12 upon use of technology.

13
14 **9.02 – OUTCOME:** Any disciplinary action taken while performing duties under regularly assigned duties or
15 supplemental contract shall be only for just cause, as defined in Florida Statute 1012.33. Employees with
16 Annual Contract status who are recommended for non-reappointment are not entitled to an appeal.

17
18 **(1) No Finding:** If an investigation results in no finding of just cause, written documentation of no finding
19 will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause
20 is a non-disciplinary outcome and shall not be placed in the employee’s personnel file.

21
22 **(2) Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of Guidance may be
23 issued and will be placed in the investigative file and a copy will be provided to the employee. A Letter of
24 Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct
25 that are unsubstantiated but could negatively impact an employee’s professional standing. A Letter of
26 Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the
27 employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed
28 in the employee’s personnel file.

29
30 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting that may result in
31 disciplinary action, including but not limited to an administrator’s notes regarding a verbal warning.

32
33 **(4) Conference Summary:** A Conference Summary is site-based or school-based disciplinary
34 documentation. Any Conference Summary shall be provided to the employee and shall be signed by the
35 employee for the sole purpose of indicating that the employee has received a copy and has had an
36 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference
37 Summary will be provided to the employee, indicating that the employee refused to sign. Employees have
38 the opportunity to submit a written response, which will be attached to the Conference Summary.

39
40 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is placed in an employee’s
41 personnel file. Any Written Reprimand shall be provided to the employee and shall be signed by the
42 employee for the sole purpose of indicating that the employee has received a copy and has had an
43 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Written
44 Reprimand will be provided to the employee and a copy will be placed in the employee’s personnel file
45 indicating that the employee refused to sign. Employees have the opportunity to submit a written response,
46 which will be placed in the employee’s personnel file.

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(6) Last Chance Agreement: Last Chance Agreements shall be specific in nature and when appropriate a duration will be specified.

(7) Suspension: The process for suspension without pay shall be governed by School Board Policy. Suspensions shall be subject to grievance procedure.

(8) Termination: The process for termination shall be governed by School Board Policy. Employees will receive written notice of a recommendation for termination, which will include the reason for the recommendation. Employees shall be entitled to a hearing before the Board.

ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Previous work experience shall be verified as equivalent to the employee’s
2 position pursuant to Board policy. Experience credit will be granted upon verification and will be retroactive
3 to the initial hire date or the beginning of the fiscal year it was submitted if submitted during a fiscal year
4 after the fiscal year of the initial hire date. Current employees with less than the maximum step allowed for
5 an entry level position due to a change in the standard in allowable experience credit shall receive the
6 experience credit allowed under the standard upon verification. The SPALC Labor/Management Committee
7 will provide input into the standards on an annual basis. The SPALC Labor/Management Committee may
8 call for subsequent review of an area if a problem occurs.
9

10 **(1) New Hire**

11 **(a) Market Rate:** Experience credit does not apply to positions on the Market Rate Salary Schedule.

12 **(b) Grade Step:** The first step of each pay grade shall be considered the hiring rate for employees.
13 However, such employees shall be given one additional step for each year of experience, upon
14 verification, up to a maximum of three years.
15

16 **(2) Change in Position:** When an employee changes to a different job classification, the employee is eligible
17 to receive an additional verified work experience credit up to the maximum level credit (Pay Step 4) allowed
18 for initial employment.

19 **(a) Grade/Step to Market Rate:** Employees on the Grade/Step Salary Schedule who are hired into
20 positions on the Market Rate Salary Schedule will be paid at the Market Rate, as established by the
21 Market Rate Salary Schedule.

22 **(b) Market Rate to Grade/Step:** Employees on the Market Rate Salary Schedule who are hired into
23 positions on the Grade/Step Salary Schedule will be paid based upon verified work experience or
24 their last step on record with the District, whichever is greater.

25 **(c) Market Rate to Market Rate:** Employees on the Market Rate Salary Schedule who are hired
26 into a different position on the Market Rate Salary Schedule will be paid at the Market Rate, as
27 established by the Market Rate Salary Schedule.

28 **(d) Grade/Step to Grade/Step:** Employees on the Grade/Step Salary Schedule that are hired into
29 a different position on the Grade/Step Salary Schedule will be paid at their last step on record with
30 the District.

31 **(e) Hold Harmless:** The District will review all situations where a change in position may have
32 resulted in an employee receiving less than the amount established by the Temporary
33 Reassignment Matrix described in Article 10.04(3). If an employee changes position from the
34 Grade/Step Salary Schedule to the Market Rate Salary Schedule or if their position is reclassified
35 resulting in a decrease in regular rate of pay (hourly rate), the District will work to hold the employee
36 harmless and will provide the SPALC Labor/Management Committee with an update on the
37 disposition of all such instances.
38

39 **(3) Return to Rate of Pay:** If an employee terminates their employment and is rehired by the District within
40 one year from the date of termination, they may be eligible for a return to rate of pay.

41 **(a) Market Rate Salary Schedule**

42 **(1) Same Position:** If an employee terminates their employment and is rehired by the
43 District into the same position within one year from the date of termination and the

1 position is on the Market Rate Salary Schedule, the employee will be paid their base rate
2 (hourly rate) at the time of termination or the Market Rate, whichever is greater.

3 **(2) Different Position:** If an employee terminates their employment and is rehired by the
4 District into a different position within one calendar year from the date of termination and
5 the position is on the Market Rate Salary Schedule, the employee will be paid the Market
6 Rate.

7 **(b) Grade/Step Salary Schedule:** If an employee terminates their employment and is rehired by
8 the District into a position on the Grade/Step Salary Schedule, the employee will be paid based
9 upon verified work experience or their last step on record with the District, whichever is greater.

10
11 **10.02 – SALARY SCHEDULES:** All positions that are part of the bargaining unit will be included in a SPALC
12 Salary Schedule appendix, with a distinction to be made between positions on the Grade/Step Salary
13 Schedule and the Market Rate Salary Schedule.

14
15 **(1) Differential Pay:**

16 **(a) SAC Chairman Supplement:** An employee who is elected as Chairman of the School Advisory
17 Committee (SAC) at their school shall be paid an additional amount of \$525.00.

18 **(b) ESE Instructional Support Supplement:** Employees working in ESE job codes will receive an
19 additional \$1,000.00 per year to address the need to provide students assistance with self-care.

20 **(2) Controlling Document:** Employees shall be paid in accordance with the salary schedule. In the event
21 of a discrepancy between the salary schedule and this Agreement, the articles of this Agreement shall
22 prevail.

23 **(3) Reclassifications:**

24 **(a) Grade/Step:** Employees in job classifications that move down in Pay Grade will retain their Pay
25 Grade at the time of the change.

26 **(b) Market Rate:** Employees in job classifications that move down in Market Rate will retain their
27 rate of pay (hourly rate) at the time of the change.

28 **(c) Effective Date:** Positions reviewed and recommended for reclassification shall receive
29 compensation effective from the date of Board Approval of the reclassification. Such pay shall not
30 be retroactive.

31
32 **(4) Promotions:** No employee shall be deprived of their seniority as a condition for promotion or as the
33 result of a demotion.

34
35 **10.03 – INCENTIVE AND BONUS PROGRAMS:** The District, with input from the SPALC Labor/Management
36 Committee, will develop and implement a system for awarding all incentive and bonus programs that is in
37 compliance with applicable laws. Availability of funding may impact the continuation of incentive and bonus
38 programs.

39
40 **(1) District Incentive and Bonus Programs**

41 **(a) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work environment and
42 enhance the quality of life for all District employees. ActiveLee provides engaging health programs,
43 support resources, exercise classes, and wellness coaching to empower District employees to make
44 healthier lifestyle choices. Incentives for District employees will be determined annually by the
45 District

1 **(b) Longevity Pay:** In order to acknowledge the dedicated service of District employees, longevity
2 supplement amounts will be paid as follows:

3

<u>Years (L)</u>	<u>Amount</u>
<u>10-14</u>	<u>\$625.00</u>
<u>15-19</u>	<u>\$1,250.00</u>
<u>20-24</u>	<u>\$2,500.00</u>
<u>25-29</u>	<u>\$5,000.00</u>
<u>30 or More</u>	<u>\$6,250.00</u>

4
455 The longevity supplement will be distributed among all pay periods throughout the year.

46 ~~(b) Longevity:~~ Effective July 1, 2022, in order to acknowledge the dedicated service of District

1 ~~employees, eligible employees will receive a longevity supplement with payment spread equally~~
 2 ~~among paychecks throughout the fiscal year. Non-consecutive years of District service, regardless~~
 3 ~~of bargaining unit at the time of service, will be used to determine eligibility for longevity pay; Years~~
 4 ~~(L). Years of service will be updated annually after June 30 and payment will be in accordance with~~
 5 ~~Article 10.05(5).~~

Years (L)	Amount
10 to 14 Years	\$250.00
15 to 19 Years	\$500.00
20 to 24 Years	\$1,000.00
25 to 29 Years	\$2,000.00
30 or More Years	\$2,500.00

7
8 **(c) Safe Driving Award**

9 **(1) Eligibility:** An employee shall be eligible for a safe driving award provided that the
 10 employee:

11 **(a) Driving Time:** works in a position in which one-half (1/2) the employee's time
 12 is devoted to the operation of a motor vehicle;

13 **(b) Employment Status:** is employed and in good standing for a period of at least
 14 one (1) work day more than half the school year.

15 **(c) Preventable Accidents:** has not had a preventable accident as determined by
 16 the Safe Driver Plan or received a citation from a law enforcement officer for the
 17 moving traffic violation.

18 **(2) Amount:** The annual amount of the safe driver award will increase with each
 19 consecutive year the driver maintains a safe record as follows:
 20

Consecutive Years	Amount
1 st year	\$100.00
2 nd year	\$150.00
3 rd year	\$200.00
4 th year	\$250.00
5 th year	\$300.00

21
 22 The safe driving years must be consecutive for the driver to be eligible to move to the next
 23 level. The cash award will be mailed to the employee not later than August 30 following
 24 the fiscal year in which the award is earned.

25 **(d) Professional Development:**

26 **(1) Tuition Waiver/Reimbursement:** Tuition shall be waived for employees who enroll in
 27 a supplemental vocational program. A supplemental vocational program is one that
 28 provides occupational training to maintain or upgrade employee's skills and/or enables the
 29 employee to reenter an occupation, including house maker. Tuition shall also be waived for
 30 employees who enroll in Adult and Community Education courses. The District shall
 31 reimburse tuition for courses previously offered by the District through the Technical
 32 Colleges. Reimbursement is subject to successful completion of the course by the

1 employee. The course must also be District work related. The employee must consult with
2 their supervisor prior to taking a course for which they will seek reimbursement.

3 **(2) Trade Certification:** Trades employees who have a current license as a journeyman or
4 who can provide written evidence of completion of comprehensive trade-related
5 certification or degree program in the related area of their employment will receive a
6 \$300.00 supplement annually. This supplement will be paid to the employee on the next
7 scheduled pay date following written notification from the department director to the
8 SPALC Labor/Management Committee. Interested employees are required to seek prior
9 approval of their eligibility for participation by submitting an application to the Principal or
10 Director. Applications will be available upon request. Employees are not eligible to receive
11 the Trade Certification Supplement and Training Incentive for the same activity.

12 **(3) Training:** As an incentive for employees to improve their proficiency on the job, or
13 upgrade and enhance their skills and therefore, their employment opportunities with the
14 District, a \$125.00 stipend will be offered for personnel who have earned twenty-four (24)
15 hours over a two (2) year period through participation in a job-related community college
16 course, Staff Development course or Adult and Community Education course. The course
17 must be taken on the employee's personal (non-work) time. Three stipends per employee
18 may be awarded per school year. Stipend(s) will be paid at the successful completion of
19 each 24 hours of training and submission of the "SPALC, Confidential, and
20 Supervisory/Technical Training Incentive Application". Interested employees are required
21 to seek verification of eligibility for training incentives by submitting an application to the
22 Principal or Director indicating the course requested and justification of relevance to the
23 employee's position prior to enrolling in the course. Applications will be available at each
24 work site and through the Curriculum and Staff Development Department. Employees are
25 not eligible to receive the Trade Certification Supplement and the Training Incentive for the
26 same activity.
27

28 **(2) State Incentive and Bonus Programs**

29 **(a) Qualifying Adoptive Employee:** Funds associated with this program are to be distributed in
30 accordance with Florida Statute 409.1664.

31 **(1) Child With Special Needs:** A qualifying adoptive employee who adopts a child within
32 the Florida child welfare system who has special needs is eligible to receive a lump sum
33 monetary benefit in the amount of \$10,000.00 per child, subject to applicable taxes.

34 **(2) Child Without Special Needs:** A qualifying adoptive employee who adopts a child
35 within the Florida child welfare system who does not have special needs is eligible to receive
36 a lump-sum monetary benefit in the amount of \$5,000.00 per child, subject to applicable
37 taxes.

38 **(3) Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive
39 Employee Program beyond the limits of applicable state and federal law.
40

41 **10.04 – NON-STANDARD RATE OF PAY**

42
43 **(1) Suspended Operations or Declared Emergency:** During periods designated by the Superintendent as
44 a Declared Emergency or Suspended Operations, employees shall be compensated as follows:

45 **(a) Suspended Operations:** If District operations are suspended, employees in regular full-time or
46 part-time positions will be paid for a regular day. Failure to make up missed time, for which the

1 employee was previously paid, during the scheduled work year or use appropriate leave on make-
2 up days will result in a loss of corresponding wages, with pay to be deducted from the employee's
3 paycheck for time missed. If an employee terminates employment prior to the end of the work year,
4 pay will be deducted from their final paycheck.

5 **(b) Declared Emergency:** Employees required to work during a Declared Emergency will receive a
6 one-time bonus by the end of the regularly scheduled work year equal to their base rate of pay
7 (hourly rate) times the number of hours worked during the Declared Emergency. Declared
8 Emergency status will be in effect until the Superintendent returns operations to normal status.
9 Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

10
11 **(2) Asbestos Control Team:** Employees who are members of the Asbestos Control Team shall be paid an
12 additional \$5.21 per hour for time spent working in the asbestos abatement area dressed in complete
13 protective gear.

14
15 **(3) Temporary Reassignment:** For Temporary Reassignment, in accordance with Article 5.05(2), employees
16 will be paid according to the appropriate Temporary Reassignment Matrix.

17
18 **(4) Transportation Employees:**

19 **(a) Field Trips:**

20 **(1) Reimbursement for Expenses:** For all out-of-county field trips of one day or less, and
21 for all overnight trips when lodging is provided by the school or group, employees will be
22 reimbursed for meals as provided by School Board Policy. For all out-of-county overnight
23 trips when lodging is not provided by the school or group, the employee may file a travel
24 expense report for reimbursement as provided by School Board policy. Reimbursement will
25 be based on the time from which the operator begins the trip to the time when the operator
26 parks the bus at the end of the trip. Requests for reimbursement shall be processed and
27 paid within thirty (30) days following the submission of required paperwork. The prescribed
28 reimbursement rate for meals when on trips shall be as provided to the employee.

29 **(2) Field Trips:** For all trips which cannot be accomplished during the minimum day except
30 overnight trips, employees will be paid at their regular hourly rate. Field trips which occur
31 between July 1 and the first student school day of the new school year will be paid at the
32 employee's regular hourly rate for the preceding school year. Employees will receive
33 retroactive pay (when negotiated) for field trips occurring after the date of the opening of
34 school. The number of hours to be paid for a field trip will be calculated from the time from
35 which the employee begins the trip to the time when the employee parks the bus at the
36 end of the trip.

37 **(3) Overnight Field Trips:** Compensation for all out-of-county overnight field trips shall
38 be paid at the regular hourly rate, up to a minimum of twelve (12) hours pay for each
39 calendar day the employee is away. Should the employee work more than twelve (12) hours,
40 a log shall be kept and the employee will be paid for the hours recorded on the log.

41 **(4) Field Trip Cancellation:** When a field trip is canceled, and notification is not given to
42 the employee until the actual day of the trip, the employee shall receive two (2) hours pay
43 or actual time worked, whichever is greater, based on the regular hourly rate. Field Trip
44 cancellations shall not count as a trip taken.

45 **(b) Bus Preparation/Clean Up:** Operators shall be paid one (1) additional hour per field trip for
46 bus preparation and cleaning for out-of-county trips.

1
2 **10.05 – PAY DELIVERY**
3

4 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.

5 **(a) Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal to
6 their annual rate divided by twenty-four (24) pay periods. Employees may receive a pro-rated non-
7 standard pay period amount, not to exceed the amount paid for a standard pay period.

8 **(1) Bus Operators, Bus Attendants, and Bus Monitors:** Bus Operators, Bus Attendants,
9 and Bus Monitors shall be paid for actual hours worked each pay period for twenty (20)
10 pay periods. The pay delivery schedule shall be determined by agreement of the parties in
11 the Transportation Labor/Management Committee. Each paycheck will represent actual
12 hours worked documented prior to the cut-off of the previous pay period.

13 **(b) Summer School:** Employees working summer school shall be paid according to the salary
14 schedule in effect at the beginning of the summer school program and shall be paid consistent with
15 the payment in arrears system for employee payroll.

16 **(c) Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that day
17 falls on a weekend or holiday, then paychecks will be issued on the business day prior to the
18 weekend or holiday.
19

20 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.
21

22 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for
23 paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with the
24 employee. Every effort will be made to resolve paycheck adjustments within the calendar year to ensure
25 accurate reporting of wages for tax purposes.

26 **(a) Leave Reporting:** Leave shall be reported in the same pay period in which an absence occurs.
27 Late submission of leave may result in an adjustment of pay.
28

29 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated in accordance with
30 Florida Statute, Chapter 119.
31

32 **(5) Overtime:** Overtime shall be reported in the same pay period in which it occurs. Overtime shall be paid
33 no later than the pay period after the hours were worked, provided there are at least eight (8) days between
34 the hours worked and the next pay period. Employees working in two or more positions with different
35 hourly rates will be paid overtime as required by the Fair Labor Standards Act (FLSA) and Board Policy 5-17.
36

37 **10.06 – CHANGES IN COMPENSATION:** Effective July 1, 20222023, support staff employed by the District will
38 be eligible for increases as follows:
39

40 **(1) Regular Rate of Pay (Hourly Rate) Increase:** All eligible employees will receive an increase in base rate
41 of pay (hourly rate) or of eighty (80) cents per hour eight (8) percent, effective July 1, 20222023. Eligible
42 employees are employed at the date of the ratification and the date of the payment.

43 **(2) Market Rate Salary Schedule:** Funding was not available to support moving positions to the Market
44 Rate in FY23 (2023-2024 school year). The SPALC Labor/Management Committee will make
45 Recommendations each year for positions to be moved to the Market Rate Salary Schedule and will
46 consider need and availability of funding.

41

42

~~43 **(2) Longevity Pay:** In order to acknowledge the dedicated service of District employees, longevity~~
~~44 supplement amounts will be based upon non-consecutive years of District Service (Years L), which will be~~
~~45 updated annually after June 30 of each year.~~

~~46 **(a) Ten (10) to Fourteen (14) Years:** Employees with ten (10) to fourteen (14) years will receive~~

1 ~~_____ \$250.00.~~
2 ~~_____ **(b) Fifteen (15) to Nineteen (19) Years:** Employees with fifteen (15) to nineteen (19) years will~~
3 ~~_____ receive \$500.00.~~
4 ~~_____ **(c) Twenty (20) to Twenty-four (24) Years:** Employees with twenty (20) to twenty-four (24) years~~
5 ~~_____ will receive \$1,000.00~~
6 ~~_____ **(d) Twenty-five (25) to Twenty-nine (29) Years:** Employees with twenty-five (25) to twenty-nine~~
7 ~~_____ (29) years will receive \$2,000.00.~~
8 ~~_____ **(e) Thirty (30) or More Years:** Employees with thirty (30) or more years will receive \$2,500.00~~
9 ~~_____ **(f) SPALC Labor/Management Committee:** The SPALC Labor/Management Committee will~~
10 ~~_____ discuss possible options for lump sum payment in the fall of each year to help with summer gap in~~
11 ~~_____ pay and to reward retirees and will present a recommendation for FY23 (2022-2023 school year).~~
12
13 ~~_____ **(3) Retention Bonuses:** Employed is defined as payroll active an actively working. Employees who are on~~
14 ~~_____ a Family Medical Leave Act (FMLA) related leave will not receive payment until they return to work from~~
15 ~~_____ their FMLA leave with no break in service.~~
16 ~~_____ **(a) First Payment:** Eligible employees will a one-time bonus in the amount of \$1,000.00, if they are~~
17 ~~_____ payroll active and actively working on March 15, 2022. Payment is tentative scheduled for March~~
18 ~~_____ 31, 2022.~~
19 ~~_____ **(b) Second Payment:** In order to support employee attendance, the District will provide retention~~
20 ~~_____ bonuses only to employees with fewer than five (5) Total absences from March 2, 2022 to the end~~
21 ~~_____ of the FY22 (2021-2023 school year). Absences due to the approval of leave associated with the~~
22 ~~_____ Family Medical Leave Act (FMLA) or Sick Leave (COVID-19) will not count toward an employee's~~
23 ~~_____ total absences. Approved vacation and personal leave will not count toward an employee's total~~
24 ~~_____ absences. Eligible employees will receive a one-time bonus in the amount of \$1,000.00 if they are~~
25 ~~_____ payroll active and actively working on the last day of their regularly scheduled work year. Payment~~
26 ~~_____ is tentatively scheduled for July 15, 2022.~~
27 ~~_____ **(c) Third Payment:** Support staff will be eligible for a one-time bonus in the amount of \$1,000.00,~~
28 ~~_____ if they are employed on their last regularly scheduled work day of FY22 (2021-2022 school year)~~
29 ~~_____ and September 30, 2022. Employed is defined as payroll active, actively working, and with no break~~
30 ~~_____ in service. Payment will be issued on October 14, 2022.~~
31 ~~_____ 31~~
32 ~~_____ **(4) Market Rate Salary Schedule:** The District is in the fifth year of a five-year transition to a Market Rate~~
33 ~~_____ Salary Schedule. Funding was not available to support moving positions to the Market Rate in FY21 (2020-~~
34 ~~_____ 2021 school year), so the five-year plan to transition to a Market Rate Salary Schedule has been extended~~
35 ~~_____ to seven years. The SPALC Labor/Management Committee will make recommendations each year for~~
36 ~~_____ positions to be moved to the Market Rate Salary Schedule and will consider need and availability of funding.~~
37 ~~_____ **(a) Consolidated Paraprofessional/Helping Teacher:** The District and SPALC have agreed to~~
38 ~~_____ consolidate paraprofessional and helping teacher positions with the interest of bringing all support~~
39 ~~_____ staff with highly qualified status under one job description. Employees working under this job~~
40 ~~_____ description will be paid at a market rate of \$15.75 per hour, effective July 1, 2022. Employees~~
41 ~~_____ working in ESE job codes will receive an additional \$1,000.00 per year to address the need to provide~~
42 ~~_____ students assistance with self-care, replacing the current hygiene supplement of \$500.00.~~
43 ~~_____ **(b) Bus Operators:** Employees working under this job description will be paid at a market rate of~~
44 ~~_____ \$17.50 per hour, effective July 1, 2022.~~
45 ~~_____ **(c) Below Market Rate:** All employees who are in a job classification that is on or being moved to~~
46 ~~_____ the Market Rate Salary Schedule who are currently below the market rate for that position will~~

- 1 receive an increase in base rate of pay (hourly rate) to the market rate, effective July 1, 2022.
- 2 **(d) Above Market Rate:** All employees who are in a job classification that is on or being moved to
- 3 the Market Rate Salary Schedule who are currently above the market rate for that position will retain
- 4 their base rate of pay (hourly rate).

ARTICLE 11 – BENEFITS

1 **11.01– BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance through the
2 District’s medical plan and group term life insurance for all eligible employees. Effective April 1, 2015,
3 the Board will provide major medical insurance through a program offered by Aetna Inc. (Aetna).
4

5 **(1) Eligibility:** Employees who are regularly scheduled to work thirty (30) or more hours per work week are
6 eligible for Board provided major medical insurance and group term life insurance as described in this
7 article; except that, employees who were employed with the Board as of March 12, 1996, and who were, at
8 that date, and continue to be, regularly scheduled to work twenty (20) or more hours per work week, shall
9 continue to be eligible for Board provided major medical insurance and group term life insurance as
10 described in this article.
11

~~12~~ **11.02 – FLEX CREDITS:** Effective April 1, ~~2021~~2023, the Board shall contribute ~~\$8,104,809,213.60~~ into the
~~12~~ Flex Credits for

~~13~~ each employee who is enrolled in Board-Provided Benefits and an additional \$4,000.00 for each employee
~~1314~~ who elects to enroll in spouse or dependent coverage.-

~~1415~~

~~1516~~ **(1) Application:** Flex Credits are to be applied by employees toward the purchase of their own major
~~1617~~ medical insurance, dependent medical insurance, dental insurance, vision insurance, critical illness insurance,
~~18~~ accident insurance, and/or cancer insurance.

~~1719~~

~~18~~

~~1920~~ **(2) HSA Plan:** For employees who elect an HSA plan, any Flex Credits in excess of the employee only medical
~~2021~~ plan premium will be deposited into the employee’s HSA account with the District’s HSA vendor and will
~~2122~~ not be applied to dependent medical insurance, dental insurance, vision insurance, critical illness
~~2223~~ insurance, accident insurance, and/or cancer insurance.

~~2324~~

~~2425~~ **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the Flex
~~2526~~ Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex
~~2627~~ Credits.

~~287~~

~~2829~~ **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its employees an
~~2930~~ IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex Plan may
~~3031~~ be purchased pre-tax through payroll deduction or with Flex Credits.

~~321~~

~~3233~~ **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the
~~3334~~ option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular
~~3435~~ employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment
~~3536~~ period or within sixty (60) days following a qualified family status change. Enrollment in any individual
~~3637~~ benefit included in the Flex Plan remains binding until the employee changes their benefit election. Such
~~3738~~ changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days
~~3839~~ (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and
~~3940~~ must be made on the appropriate enrollment change form. Changes made during the Open Enrollment
~~4041~~ period will become effective the first day of the new benefit plan year. The District will make every effort
~~4142~~ to ensure employees receive electronic confirmation of their open enrollment selection prior to the first

~~42~~ payroll deduction of the plan year.
~~43~~

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

6 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance through the
7 District’s medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major
8 medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and
9 High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month following
10 a forty-five (45) day waiting period from the date of employment. The date of employment shall be included
11 as one of the forty-five (45) days.
12

13 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical insurance
14 coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall
15 receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex Credits to
16 spend on voluntary benefits (dental, vision, and/or cancer).
17

18 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of group term life
19 insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00) accidental
20 death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the month following a
21 forty-five (45) day waiting period from date of employment. The date of employment shall be included as
22 one of the forty-five (45) days.
23

24 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available to all
25 eligible employees. Employees who participate in voluntary benefits must do so at their own expense or with
26 available Flex Credits. Voluntary benefits shall be recommended by the Insurance Task Force and approved
27 by the Board.
28

29 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per work week
30 are eligible for the optional group voluntary benefits offered by the Board.
31

32 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount not
33 less than one million dollars (\$1,000,000.00) per occurrence.
34

35 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred out
36 of the fund without the recommendation of the Insurance Task Force.
37

38 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS) and contributes on
39 behalf of all eligible employees.
40

41 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of all eligible
42 employees.

ARTICLE 12 – Leave

1 **12.01 – CONCEPT:** The parties agree that there is no substitute who can replace an employee in
2 meeting the needs of students. The District encourages regular attendance and limited use of leave.
3 Leave should be requested only when necessary as allowed by law and the terms of this
4 agreement. The parties agree that there is a direct and positive relationship between employee
5 attendance and the successful performance of assigned duties and student achievement.

6 7 **12.02 – EMPLOYEES**

8
9 **(1) Leave Balance and History:** Employees shall have access to an accurate accounting of their leave
10 balance and history via PeopleSoft. Every effort shall be made to provide a monetary value associated
11 with an employee's leave balance. Monthly statements of leave shall be available via PeopleSoft.

12
13 **(2) Rights and Responsibilities:** Employees have the right to accrue leave and the right to request
14 use of leave. Employees have the responsibility to attend work as much as possible. Employees have
15 the responsibility to communicate with their immediate supervisor and district staff regarding
16 absences and leaves. Employees have the responsibility to provide supporting documentation, if
17 requested by their immediate supervisor or district staff.

18
19 **(3) Requests:** Employees shall be able to submit leave requests to their immediate supervisor.
20 Requests shall be made as far in advance as possible. Requests made twenty-four (24) hours or less
21 before an absence may be denied. Requests made five (5) business days or less before an absence
22 may require supporting documentation. Business days shall be defined as days that the District offices
23 are open for business. Supporting documentation may be submitted in advance of an absence and
24 must be provided no later than five (5) business days after an employee's return to work or the
25 expiration of approved leave, whichever comes first. Request shall be considered denied until written
26 approval is provided by the employee's immediate supervisor or Human Resources.

27
28 **(4) Rationale or Reason:** Requests for use of leave shall include a rationale or reason for the request.
29 Employees are required to select from the following types of sick leave, vacation, or temporary duty.
30 Employees may provide a rationale based on the type of leave selected.

31 32 **(5) Types of Leave:**

(a) Sick Leave: Sick Leave may be used in one (1) hour increments. Requests for sick leave
must be for a rationale or reason listed below:

33 **(1) Medical (Self):** Medical (Self) includes absences due to personal
34 illness, injury, accident, disability, or other medical condition.

35 **(2) Medical (Family):** Medical (Family) includes absences due to
36 illness, injury, accident, disability, or other medical condition of a
37 family or household member, including but not limited to: father,
38 mother, brother, sister, husband, wife, child, or another close relative.

39 **(3) Personal:** Personal includes absences due to personal business or
40 matters which cannot be attended to outside of the employee's
41 regular workday, including but not limited to: legal proceedings,
42 weddings, graduations, or civic functions.

43 **(4) Bereavement:** Bereavement includes absences due to a death of a

1 family or household member, including but not limited to: father, mother,
2 brother, sister, husband, wife, child, or another close relative.

3 **(b) Vacation:** Vacation is available to full-time regular employees with a 255-day work
4 year. Vacation may be used in one (1) hour increments vacation requests must be pre-
5 scheduled and pre-approved.

6 **(c) Temporary Duty:** Temporary Duty may be used in one (1) hour increments. Requests
7 for temporary duty may be for a rationale or reason listed below:

8 **(1) Professional Development:** Professional Development includes absences
9 due to the performance of assigned duties in direct support of the District's
10 mission, including but not limited to: participation in professional associations,
11 conferences, trainings, surveys, workshops, and other professional meetings.
12 Professional Development may be eligible for travel reimbursement or per diem
payments for meals.

13 **(2) Jury Duty:** Jury Duty includes absences due to court summons for
14 participation on a jury panel or service as a juror. Employees are required to
15 immediately return to work upon dismissal from participation on a jury panel or
16 service as a juror. Jury Duty is not eligible for travel reimbursement or per diem
17 payments for meals.

18 **(3) Witness:** Witness includes absences due to subpoena by the District in order
19 to represent the District as a witness or to provide testimony. Employees are
20 required to immediately return of work upon dismissal from service as a witness.
Witness is eligible for travel reimbursement and per diem payment for meals.

21 **(4) Military:** Military includes absences due to military order. Military is not
22 eligible for travel reimbursement or per diem payments for meals.

23 **(d) Other Types of Leave:** All other types of leave must be submitted by the employee or
24 their immediate supervisor to Human Resources. Other types of leave include those
25 associated with Worker's Compensation, the Family Medical Leave Act (FMLA), and Board
26 approved extended leaves. Denial of a request for other types of leave will result in the
employee being charged sick leave.

27 **(6) Approval or Denial:** Employees will be notified of the status of their leave request as soon as
28 possible and no later than ten (10) business days after the request is made.

29

30 **(7) Return:** Prior to the expiration of approved leave or the exhaustion of accrued leave, employees
31 must notify their immediate supervisor of their intent to return to duty, resign, or request additional
32 leave. Employees should provide their immediate supervisor with twenty-four (24) hours' notice of
33 their intent to return to work.

34 **(a) Fitness for Duty:** A fitness for duty screening may be required if an employee is absent
35 for ten (10) days or more in a twelve-month period. An immediate supervisor may request
36 a fitness for duty screening if an employee is absent and does not have prior approval for
37 use of leave. Prior to requiring a Fitness for Duty exam, the District shall counsel the
38 employee to assist in determining the necessity of the exam, unless there is an immediate
39 health or safety risk to the employee or another person. If the District determines that a
40 Fitness for Duty exam (either medical or psychological) in accordance with the Florida
41 statutes is required, the employee shall be placed on administrative leave with pay until the
42 Fitness for Duty exam can be completed, within three (3) business days. After that time,
43 their sick leave would be charged. If the individual is deemed "not fit for duty" they would
44 go on Board leave or use sick time. The administrative leave without pay will begin the next

1 work day. Fitness for Duty options apply to employees who are not currently on leave. The
2 date of the doctor's note shall control the duration of temporary duty.

3 **(8) Abuse of Leave:** Any absence that results in a disruption to the education environment or
4 worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors
5 may request supporting documentation. Abuse of leave may result in a change in the type of
6 leave recorded, or disciplinary action up to and including termination.

7 **(a) Absence Without Leave (AWOL):** Absence Without Leave (AWOL) includes absences
8 that have not been approved by the immediate supervisor. AWOL includes absences that
9 are considered "no call, no show" and may be treated as abandonment of position after
10 three (3) consecutive days of absence.

11 **(b) Leave Without Pay:** Leave Without Pay (LWOP) includes absences where paid sick
12 leave or vacation is not available or not approved by the immediate supervisor. LWOP may
13 be granted by the immediate supervisor in emergency situations and should be reported
14 by the immediate supervisor to Human Resources and Payroll. Unapproved absences or
15 absences on a day where a request for leave has been denied will be leave without pay.

16 **(c) Excessive Absenteeism:** Excessive absenteeism includes absences in excess of accrued
17 leave, absenteeism at a rate exceeding the rate of leave accrual, or three consecutive days
18 of absence without approval by the immediate supervisor. Immediate supervisors should
19 communicate with individual employees to discuss excessive absenteeism prior to taking
20 disciplinary action.

21 **(d) Suspicious Pattern:** Suspicious patterns of absence may be considered an abuse of
22 leave provided there is an articulable and objective basis for the suspicion.

23

24 **12.03 – IMMEDIATE SUPERVISORS**

25

26 **(1) Leave Balance and History:** Immediate supervisors shall have access to an accurate accounting
27 of the leave balance and history for the employees they supervise via PeopleSoft. Every effort shall be
28 made to provide a monetary value associated with employee's leave balance. Monthly statements of
29 leave balances shall be made available to immediate supervisors via PeopleSoft. Immediate
30 supervisors shall review available reports and notify Professional Standards of any cases of suspected
31 abuse of leave.

32

33 **(2) Rights and Responsibilities:** Immediate supervisors have the right to review leave requests.
34 Immediate supervisors have the right to approve or deny requests, based on an assessment of
35 disruption to the education environment or worksite. Immediate supervisors have the
36 responsibility to honor all good faith requests. Immediate supervisors have the responsibility to
37 provide notice to employees regarding available types of leave at least once annually. Immediate
38 supervisors have the responsibility to communicate with employees and district staff regarding
39 employee absences and leaves. Immediate supervisors have the responsibility to oversee and
40 coordinate vacation schedules for employees at their location in order to minimize potential
41 disruption.

42

43 **(3) Requests:** Immediate supervisors shall respond to leave requests submitted by the employees
44 they supervise by indicating if the request is approved or denied. Approval or denial of leave requests
45 shall be made as far in advance as possible and no later than ten (10) business days after the request
46 is made. Requests made twenty-four (24) hours or less before an absence may be denied. Requests

1 made five (5) business days or less before an absence may require supporting documentation.
2 Business days shall be defined as days that the District offices are open for business. Supporting
3 documentation may be submitted in advance of an absence and must be provided no later than five
4 (5) business days after an employee's return to work or the expiration of approved leave, whichever
5 comes first. Immediate supervisor must report absences of three (3) consecutive days or more, or ten
6 (10) days in a twelve-month period to Payroll and Human Resources.

7
8 **(4) Rationale or Reason:** Immediate supervisors shall review the rationale or reason for the request.
9 Employees are required to select from the following types of leave: Sick Leave, Vacation, or
10 Temporary Duty. Additional commentary is not required by the employee, but may be requested in
11 the event that an immediate supervisor suspects abuse of leave or if the absence may result in a
12 disruption to the education environment or worksite.

13 **(a) Supporting Documentation:** Appropriate supporting documentation includes, but is
14 not limited to: notes issued by a licensed medical professional, obituaries or certificates of
15 death, conference or course registration information, jury summons, military orders,
16 subpoenas, travel documents, police reports, referrals to victim services organizations, or
17 similar documentation issued by an objective third party. Immediate supervisor must have
18 supporting documentation for absences of three (3) consecutive days or more, or ten (10)
19 days in a twelve-month period.

20 **(b) Priority:** Requests shall be reviewed and considered in the order in which they are
21 received. Consideration may be given to the duration, nature, or severity of an underlying
22 rationale or reason for a request. Priority may be given for major life events, including but
23 not limited to: weddings, graduations, births, or deaths.

24
25 **(5) Types of Leave:** Immediate supervisors shall respond to leave requests for the types of leave
26 mentioned in Article 12.02(5) and submit employee requests requiring District approval to Human
27 Resources.

28 **(a) Sick Leave:** Immediate supervisors may approve requests in increments of one (1)
29 hour.

30 **(b) Vacation:** Immediate supervisors may approve requests in increments of one (1) hour.

31 **(c) Temporary Duty:** Immediate supervisors may approve requests in increments of one
32 (1) hour.

33
34 **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial of an employee's
35 request for leave into PeopleSoft. Immediate supervisors will make reasonable efforts to ensure a
36 response is provided to the employee prior to the date for which the leave is requested. Immediate
37 supervisors shall notify employees of the status of their leave request as soon as possible and no
38 later than ten (10) business days after the request is made.

39 **(a) Approved:** Immediate supervisors may approve requests if:

40 **(1) No Disruption:** The request is for sick leave or temporary duty for an absence
41 that will not result in a disruption to the education environment or worksite and
42 adequate staffing or coverage exists.

43 **(2) Vacation:** The request is for vacation and the employee has used two (2) weeks
or fewer of vacation in the preceding twelve (12) months.

44 **(b) Denied:** Immediate supervisors may deny requests if:

45 **(1) Insufficient Notice:** The request is made twenty-four (24) hours or less before
an absence.

1 **(2) Incomplete Request:** The request is made without selecting a type of leave,
2 without providing a reason or rationale based on the type of leave selected, or
3 without providing supporting documentation if requested.

4 **(3) Start of School Year:** The request is for a day during the five days immediately
5 following the start of the student school year.

6 **(4) End of School Year:** The request is for a day during the five days immediately
7 prior to or immediately following the end of the student school year.

8 **(5) Paid Holiday:** The request is for the day immediately prior to or following a paid
9 holiday, as mentioned in Article 7.05 (Holidays), or approved vacation.

10 **(6) Vacation:** The request is for a vacation that has not been pre-scheduled or is not
11 pre-approved by the immediate supervisor.

12 **(7) Disruption:** The request is for a day that will result in a disruption to the
13 education environment or worksite, adequate staffing or coverage does not exist, or
14 the request constitutes an abuse of leave.

15
16 **(7) Rescind:** If a change in circumstances, including but not limited to an emergency, results in an
17 approved leave creating disruption to the education environment or worksite, the Superintendent
18 may rescind approved leave or authorize immediate supervisors to do the same. The immediate
19 supervisor is responsible for providing the employee with notice that an approved leave has been
20 rescinded.

21
22 **(8) Abuse of Leave:** Any absence that results in a disruption to the education environment or
23 worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors
24 may request supporting documentation. Abuse of leave may result in a change in the type of leave
25 recorded, or disciplinary action up to and including termination.

26
27 **12.04 – DISTRICT**

28
29 **(1) Notice:** Each fiscal year, Human Resources may provide employees and immediate supervisors
30 with information on the types of leave mentioned in Article 12.02(5). Immediate supervisors may
31 provide employees with information on how to submit a request for leave, include those associated
32 with Worker’s Compensation, the Family Medical Leave Act (FMLA), and other types of leave.
33 Employees are responsible for submitting requests for leave and supporting documentation
34 themselves.

35
36 **(2) Accruals**

37 **(a) Sick Leave:** Sick leave shall be accrued in a manner consistent with Florida Statute 1012.61.

38 **(1) Standard:** Employees will receive a standard accrual of sick leave in the amount of (1)
39 day per month based on scheduled work days. Employees must work one (1) day more
40 than half of the month in order to be eligible for a standard accrual that month.

41 **(2) Summer Programs:** Employees will receive a summer program accrual of sick leave in
the amount of one (1) day per three (3) weeks worked, with a maximum accrual of two (2)
days per summer.

42 **(3) Advance:** Employees will receive an advanced accrual of sick leave in the amount of
43 four (4) days at the start of the regularly scheduled work year.

44 **(4) Personal:** Employees may request to use a maximum of six (6) sick leave days for
45 personal each fiscal year. Sick leave for personal is non-cumulative from year to year and

1 does not constitute a separate leave accrual.
2 **(5) Reinstatement:** If an employee terminates their employment without receiving
3 terminal pay benefits and is re-employed, their sick leave balance may be reinstated.

4 **(b) Vacation:** Vacation shall be accrued in a manner consistent with School Board Policy-5.24.
5 Employees will no longer accrue vacation once they have reached the maximum accrual of 45
6 days or up to 360 hours for an employee with an 8-hour work day.
7

Continuous District Service	Accrual (days per month)	Accrual (days per year)
<u>Less than Five (5) Years</u>	<u>1.00</u>	<u>12.00</u>
<u>Five (5) to Nine (9) Years</u>	<u>1.25</u>	<u>15.00</u>
<u>Ten (10) or More Years</u>	<u>1.50</u>	<u>18.00</u>

8
9 **(3) Reports:** The District may make additional reports and queries regarding leave available to
10 immediate supervisors via PeopleSoft.
11

12 **(4) Rights and Responsibilities:** The District has the right to review leave requests. The District has
13 the right to approve or deny requests, based on disruption to the education environment or worksite.
14 The District has the responsibility to provide notice to employees regarding available types of leave.
15 The District has the responsibility to communicate with employees regarding absences and leaves.
16 Immediate supervisors may consult with Human Resources regarding requests for absences of three
17 (3) or more consecutive days or more, or ten (10) days in a twelve-month period.
18

19 **(5) Other Types of Leave:**

20 **(a) Association Duty:** Association Duty includes absences due to union business, including but
21 not limited: bargaining related committees, ratification voting, election of building
22 representatives and Association officers, and other concerted activities. Association duty must be
23 requested by the President of the Association and the District will provide the Association with an
invoice for reimbursement.

24 **(b) Educational:** Employees may be granted up to five (5) days of Temporary Duty per semester
25 for the purpose of participating in a degree seeking educational program.

26 **(c) Extended Leave:** Any leave of ten (10) or more consecutive days shall be considered
27 extended leave and will be subject to review and approval by Human Resources. If approved in
28 advance, extended leave may be with pay, provided accrued leave is available and appropriate to
29 use. If approved in advance, extended leave in excess of accrued leave will be without pay. In
30 accordance with School Board Policy, extended leave for thirty (30) consecutive days or more will
31 be without pay and will require School Board approval.

32 **(1) Request:** Employees shall be able to submit extended leave requests to their immediate
33 supervisor and Human Resources. Requests shall be made as far in advance as possible.
34 Requests must be made as far in advance as possible. Requests must be made five (5)
35 business days or more in advance of an absence. Business days shall be defined as days that
36 the District offices are open for business. Supporting documentation is required at the time
the request is made. Failure to provide supporting documentation may result in denial of
37 leave or disciplinary action up to an including termination.

38 **(2) Rationale or Reason:** Employees may request an extended leave for the following:

39 **(a) Family Obligation:** Employees may request an extended leave to tend to a family obligation.
40 Requests for more than thirty (30) days require Board approval.
41

1 **(b) Parental Leave:** Employees may request an extended leave for maternity, paternity, or
2 adoption. Requests for more than thirty (30) days require Board approval.

3 **(c) Medical:** Employees may request an extended leave for absences due to illness, injury,
4 accident, disability, or other medical condition.

5 **(3) Approval or Denial:** Employees will be notified of the status of their leave request within
6 five (5) business days. Human Resources shall enter approval or denial to an employee's
7 request for extended leave into PeopleSoft. Human Resources will make reasonable efforts to
8 ensure an approval or denial is provided to the employee and their immediate supervisor
9 prior to the date for which leave is requested.

10 **(4) Return:** Employees approved for extended leave for an entire school year or the
11 remainder of the current school year must notify Human Resources in writing of their intent
12 to return to duty the following school year prior to April 1.

13 **(5) Restoration:** Employees returning to duty following an extended leave will be returned
14 to a comparable position within the District. Factors to be considered when determining
15 what positions are comparable include: compensation, benefits, working conditions, assigned
16 duties, geographic location of worksite and its proximity to the employee's home.

17 **(d) Military:** In accordance with the Uniformed Services Employment and Reemployment Act
18 (USERRA) and Florida Statute 115.09, employees may request extended leave to attend to
19 military duties. Military leave shall be granted in accordance with applicable state and federal law.
20 Nothing herein shall be construed to expand any military leave privileges beyond applicable state
and federal law.

21 **(e) Sabbatical:** In accordance with Florida Statute 1012.64, employees may be eligible for
22 sabbatical leave for a period not to exceed one (1) year to pursue professional certification or
23 licensure in an area with an identified critical shortage of employees, as designated by the
24 Superintendent.

25 **(f) Family Medical Leave Act (FMLA):** In accordance with the Family Medical Leave Act (FMLA),
26 eligible employees may take unpaid, job-protected leave for specified family and medical
27 reasons with continuation of group health insurance coverage for the employee only under the
28 same terms and conditions as if the employee had not taken leave.

29 **(1) Eligibility:** Eligible employees are entitled to concurrent use of their accrued sick and
30 vacation leave during an FMLA covered absence. Eligible employees are entitled to twelve
31 (12) work weeks of leave in a rolling twelve-month period for:

32 **(a) Birth:** The birth of a child and to care for the newborn child within one year of
33 birth.

34 **(b) Adoption:** The placement of a child with the employee for adoption or foster care
35 and to care for the newly placed child within one year of placement.

36 **(c) Caregiver:** The care of the employee's spouse, child, or parent who has a serious
37 health condition.

38 **(d) Medical (Self):** The employee to seek medical treatment, if a serious health
39 condition makes the employee unable to perform the essential functions of their job.

40 **(e) Caregiver (Military):** The employee to respond to any qualifying exigency arising
41 out of the fact that the employee's son, daughter, or parent is a covered military
42 member on "covered active duty."

43 **(f) Caregiver (Military – Family):** The employee to take twenty-six (26) workweeks of
44 leave during a single 12-month period in order to care for a covered servicemember
45 with a serious injury or illness, if the eligible employee is the service member's spouse,
46 son, daughter, parent, or next of kin.

1 **(g) Domestic Violence or Sexual Violence:** In accordance with Florida Statute 741.313,
2 employees are entitled to leave for three (3) working days in a twelve (12) month period, if
3 the employee or a family or household member is the victim of domestic violence or sexual
4 violence. Existing Sick Leave shall be used for Domestic Violence or Sexual Violence Leave. In
5 the event the employee does not have accrued Sick Leave available, the Domestic Violence
6 or Sexual Violence leave shall be leave without pay without any penalty to the employee.
7 **(1) Eligibility:** In order to be eligible, an employee must have a minimum of three (3)
8 months of employment with the District. Information relating to leave for victims of
9 domestic violence or sexual violence must be kept confidential and is not subject to
10 inspection by the public. Eligible employees may use leave for the following reasons:
11 **(a) Injunction:** To seek an injunction for protection against domestic violence or an
12 injunction for protection in cases of repeat violence, dating violence, or sexual violence.
13 **(b) Medical Care:** To obtain medical care or mental health counseling, or both, for the
14 employee or a family or household member to address physical or psychological
15 injuries resulting from the act of domestic violence or sexual violence.
16 **(c) Victim Services:** To obtain services from a victim services organization, including,
17 but not limited to, a domestic violence shelter or program or a rape crisis center as a
18 result of the act of domestic violence or sexual violence.
19 **(d) Housing:** To make the employee's home secure from the perpetrator of the
20 domestic violence or sexual violence or to seek new housing to escape the perpetrator.
21 **(e) Legal:** To seek legal assistance in addressing issues arising from the act of
22 domestic violence or sexual violence or to attend and prepare for court-related
23 proceedings arising from the act of domestic violence or sexual violence.
24 **(2) Threat Assessment:** An employee's request for domestic violence sexual violence
25 leave will result in a threat assessment by the District Threat Assessment Team.
26 **(h) Compassionate Leave:** Employees are entitled to leave for ten (10) working days in a
27 twelve-month period, if the employee or a family or household member experiences a
28 miscarriage, ectopic pregnancy, or molar pregnancy. An employee's request for privacy
29 should be respected and employees have a right to keep this information confidential.
30 Immediate supervisors may not request supporting documentation in situations where an
31 employee requests compassionate leave. Existing Sick Leave shall be used for Compassionate
32 Leave. In the event the employee does not have accrued Sick Leave available, the
33 Compassionate Leave shall be leave without pay, without any penalty to the employee.
34 **(i) Worker's Compensation:** In accordance with Florida Statute 1012.63, 1012.69 and
35 Chapter 440, employees may request leave for illness in the line of duty or injury in the line
36 of duty (ILD). No more than ten (10) days in a fiscal year regardless of the number of illnesses
37 or injuries and no more than ten (10) days for any single illness or injury. Employees do not
38 accrue ILD. The District can change sick leave to ILD if a claim for Worker's Compensation
39 (WC) is filed and determined to be compensable. Supporting documentation is required in
40 order to be eligible for ILD. The District reserves the right to request medical examination by
41 a licensed health care provider approved by the Board.
42 **(1) Childhood Illness:** Illnesses normally known as childhood diseases that are not
43 normal adult illnesses are covered by WC. For example, mumps, measles, and chicken pox
44 are covered, however, influenza and common colds are not.
45 **(6) Shared Sick Leave (Family Member):** In accordance with Florida Statute 1012.61(e), employees
46 may donate sick leave to their spouse, child, parent, or sibling who is also a district employee. Shared
47 sick leave may not be included in terminal pay. Requests to share sick leave must be made to Payroll.

48 prior to the recipient absences for which they will apply. In order to be eligible to receive
49 shared sick leave, the recipient must provide supporting documentation. Shared sick leave may not be
1 used for personal leave. Employees do not accrue sick leave while using shared sick leave. Employees
2 may not donate advance accruals. School Board Policy-5.22-allows employees to share no more than
3 twenty (20) days of shared sick leave at a time.

4
5 **12.05 - TERMINAL PAY:** In accordance with Florida Statute and School Board Policy-5.18, employees
6 are eligible for terminal payment of sick leave and vacation, if they have ten (10) years of services in a
7 Florida Retirement System (FRS) eligible position. Terminal payment of sick leave and vacation may
8 be made to the employee's designated beneficiary or the employee's estate, upon the death of a
9 current employee. Payment amounts are based upon creditable years of service. Employees are not
10 eligible for terminal pay if their termination is disciplinary in nature or if they resign during the
11 pendency of an investigation into allegations of misconduct.

12 **(1) Sick Leave:** Terminal payment of sick leave shall be issued in a manner consistent with
13 Florida Statute 1012.61 and School Board Policy-5.18. Issuance of terminal payment shall
14 result in a leave balance of zero. Employees who end their employment with the District
15 prior to earning a standard accrual to replace the advanced accrual are not entitled to
16 terminal payment of days that have not been earned and will forfeit any unearned
17 advanced accruals. The amount of terminal pay shall be computed as follows:

18 **(a) One to Three District Years:** during the years of service one through three (1-3)
19 in the District, thirty-five (35) percent of the hours of accumulated sick leave shall be
20 multiplied times the base rate of pay.

21 **(b) Four to Six District Years:** during the years of service four through six (4-6) in
22 the District, forty (40) percent of the hours of accumulated sick leave shall be
23 multiplied times the base rate of pay.

24 **(c) Seven to Nine District Years:** during the years of service seven through nine (7-
25 9) in the District, forty-five (45) percent of the hours of accumulated sick leave shall
26 be multiplied times the base rate of pay.

27 **(d) Ten to Twelve District Years:** during the years of service ten through twelve
28 (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall
29 be multiplied times the base rate of pay.

30 **(e) Thirteen or More District Years:** during and after the thirteenth (13th) year of
31 service in the District, one hundred (100) percent of the hours of accumulated
32 sick leave shall be multiplied times the base rate of pay.

33
34 **(2) Vacation:** Terminal payment of vacation shall be issued in a manner consistent with
35 Florida Statute 1012.65 and School Board Policy-5.18. Issuance of terminal payment shall
36 result in a vacation balance of zero.

37
38 **12.06 - Sick Leave Pool:** Florida Statute 1012.61(3) allows for employees to pool sick leave provided
39 certain statutory requirements are met, including maintenance of reliable and accurate records by the
40 District showing the amount of sick leave accumulated by employees that is not used. When a Sick
41 Leave Pool member changes positions which would require a change to a new Sick Leave Pool, that
42 person shall be treated as a new member and must give up one sick leave day for membership in the
43 new pool. However, if the member has donated a day within the same fiscal year, that day may be
44 transferred to the new pool. The purpose of the Sick Leave Pool is to provide a pool of emergency
1 sick leave days in cases of catastrophic illness. For the purposes of the Sick Leave Pool, catastrophic

2 illness or injury is defined as those illnesses or injuries that require immediate medical attention and
3 cannot be postponed (cannot be scheduled during a work break or during non-working hours). The
4 Sick Leave Pool is not intended to provide benefits to an employee for such things as cosmetic
5 surgery, elective surgery, or other similar claims. Sick Leave Pool time will only be donated for mental
6 illness when an inpatient hospital stay is required. Contributors may draw days from the Sick Leave
7 Pool after their own accumulated sick leave has been exhausted. Nothing in this section shall be
8 interpreted to change any of the other articles herein pertaining to accrued leave.

(1) Membership: Any full-time employee may enroll in the Sick Leave Pool between August 15 and September 30 provided the following three requirements are met:

(a) Employment: Continuous employment for at least one (1) year. Only full-time employees are to enroll in and receive benefits from the Sick Leave Pool. Any full-time employee who ceases to work twenty (20) or more hours per week shall become ineligible for membership and benefits until the employee again becomes full-time.

(b) Accrual: Accrual of six (6) leave days by September 1.

(c) Donation: of a seventh or subsequent sick leave day by October 15.

(2) Application: Enrollment forms shall be provided to employees at each work site. Sick leave days contributed to the Sick Leave Pool will not be returned except as hereafter provided.

(3) Contribution: In the event the number of days in the Sick Leave Pool balance falls below thirty percent (30%) of the number of Sick Leave Pool members, each member of the Sick Leave Pool must contribute one (1) day from their accumulated sick leave to the Sick Leave Pool. In the event a Sick Leave Pool member cannot contribute an additional day due to leave exhaustion, they are not then using the Sick Leave Pool, the additional day shall automatically be their next accrued sick leave day.

(4) Duration: If membership in the Sick Leave Pool and/or the number of days in the Sick Leave Pool fall below three hundred (300), the Sick Leave Pool shall be discontinued, and all remaining time in the Sick Leave Pool shall be distributed as provided herein.

(5) Administration: The Sick Leave Pool will be administered by Human Resources. An Overview Committee consisting of two (2) employees appointed by the Superintendent and two (2) employees appointed by the Association shall review the administration of the Sick Leave Pool, investigate alleged abuses, and determine eligibility as herein provided. Committee members shall be provided a quarterly report showing the number of Sick Leave Pool members, balance of days, and number of applications for use. The Sick Leave Pool will only grant the number of days that are available in the bank. No sick leave pool days will be granted that would cause a negative balance of days to occur in the Sick Leave Pool. The status of the Sick Leave Pool will be reviewed by the SPALC Labor/Management Committee at the end of each fiscal year to determine if the maximum number of days, used by one person, can be increased to a maximum of fifty (50) days.

(6) Benefits: The Sick Leave Pool shall be used only by a Sick Leave Pool member for their personal illness or disability and may not be used because of the illness, disability,

or death of any other person.

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

(1) **Use of Leave:** The employee must first use all accumulated sick and all other forms of paid leave available; the employee must then use unpaid leave for ten (10) consecutive work days;

(2) **Application:** The employee must make application to the Sick Leave Pool and submit medical justification for the number of required days.

(3) **Maximum:** The employee is eligible for up to twenty (20) continuous paid work days in a school year or a total of twenty (20) days for any one illness or disability and returns to work, the employee shall again become eligible to use days for the same illness or disability after a three (3) year period from the date of return to work.

(b) **Second Extended Leave:** In the event of a second catastrophic illness of a participating employee which occurs within one calendar year of the date the employee returned to work after utilizing the Sick Leave Pool and the employee is approved for sick leave benefits, the ten (10) days of unpaid leave shall be waived.

(c) **Denial of Request:** The eligibility of an employee to receive benefits will be reviewed by the Overview Committee which will make the final determination. If an employee is denied Sick Leave Pool benefits, the Overview Committee shall provide written reason(s). The employee may request reconsideration within ten (10) calendar days from date of denial. The Overview Committee's determination is not subject to the grievance procedure.

(7) **Abuse:** Alleged abuse of the Sick Leave Pool shall be investigated by the Superintendent. Upon a finding of such abuse, the employee shall repay all of the sick leave credits drawn from the Sick Leave Pool and may be subject to disciplinary action.

(a) **Ineligibility:** Any employee who receives sick leave pool benefits and is not Entitled thereto shall reimburse the District for all benefits received and the Board shall restore the sick leave days to the Sick Leave Pool.

(8) **Discontinuance:** If it should be necessary to discontinue the Sick Leave Pool, unused sick leave in the Sick Leave Pool will be distributed as follows:

(a) **Exceeding the Number of Members:** If the number of unused sick leave days in the Sick Leave Pool exceeds the number of members in the Sick Leave Pool, each member will receive one (1) of the unused days to be credited to their sick leave account. Those days exceeding the number of members in the Sick Leave Pool will be disposed of by the Board, whose decision will be final and not subject to the grievance procedure.

(b) **Equal to the Number of Members:** If the number of unused sick leave days in The Sick Leave Pool is equal to the number of members in the Sick Leave Pool, each member will receive one (1) of the unused days to be credited to their sick leave account.

(c) **More than Half the Number of Members:** If the number of unused sick leave days in the pool is more than one half (1/2) but less than equal to the number of members in the Sick Leave Pool, each member will receive one half (1/2) of one of

the unused days to be credited to their sick leave account. Those days exceeding one half (1/2) of the number of the members in the Sick Leave Pool will be disposed of by the Board, whose decision will be final and not subject to the grievance procedure.

(d) Half the Number of Members: If the number of unused sick leave days in the Sick Leave Pool is equal to one half (1/2) of the number of members in the Sick Leave Pool, each member will receive one half (1/2) of one of the unused days to be credited to their sick leave account.

(e) Less than Half the Number of Members: If the number of unused sick leave Days in the Sick Leave Pool is less than one half (1/2) of the number of members in the Sick Leave Pool, all the days will be disposed of by the Board, whose decision will not be subject to the grievance procedure.

(9) Hold Harmless: The Association, its officers and agents, and the members of the unit shall hold the Board, it's officers, employees, and agents harmless from any and all claims which may be brought by any of its member(s) of the unit, or any authorized litigant with respect to the establishment of administration of the Sick Leave Pool.

12.07 - Insurance Coverage: The insurance coverage of any employee whose request for leave is approved terminates on the first scheduled pay day that the employee does not receive a paycheck, except as otherwise provided by law or this agreement. To continue insurance coverage during leave, the employee must remit all premiums due thereafter when permitted.

12.08 - Outside Employment: In accordance with School Board Policy-5.36, outside employment may not conflict with the terms and conditions of an approved leave, including extended leave. Immediate supervisors must report conflicts to Professional Standards for review and may rescind approval of leave if a conflict exists. Conflicts may result in disciplinary action up to and including termination. Outside employment may be allowed for the following types of leave only: association duty, military and professional development.

ARTICLE 12 – LEAVE

~~1 **12.01 – USE OF LEAVE:** Leave should be requested only when necessary.~~

~~2~~

~~3 **(1) Absence Without Leave:** Any absence from duty without leave may subject the employee to~~
~~4 termination or other appropriate discipline.~~

~~5~~

~~6 **(2) Absence Without Pay:** The pay deduction for each day of absence shall be determined by dividing the~~
~~7 base salary plus any wage supplement by the total number of hours in the employee's work year to~~
~~8 determine the hourly rate, then multiplying that rate by the number of hours absent. For purposes of this~~
~~9 paragraph, supplements are those which relate to employee's principal position and exclude those~~
~~10 supplements for extracurricular activities.~~

~~11~~

~~12 **(3) Notice of Absence:** Any employee who will be absent from work for any cause except for leave duly~~
~~13 authorized and granted in advance shall notify the principal or immediate supervisor of the leave needed~~
~~14 as soon as possible prior to their absence.~~

~~15~~

~~16 **(4) Leave Request:** All applications for leave, except sick, emergency, vacation (see Articles 7.05 and 7.06)~~

17 and personal leave shall be submitted to the principal or supervisor in writing at least five (5) days in
18 advance. Leave granted for a school year or for the remaining part thereof will expire at the end of the
19 employee's contract year. An employee having been granted leave for the school year or remaining part
20 thereof, who desires to return to work the next school year shall notify the Superintendent in writing by
21 April 1.

22

23 **(5) Return from Extended Leave:** A regular employee who is replacing an employee on leave will be placed
24 in a similar or comparable position within the District upon the return of the employee on leave.
25 Replacement positions will be filled only upon approval by the Superintendent.

26

27 **(6) Leave Approval:** All requests for leave shall be submitted on the proper form and shall be subject to
28 approval by the Superintendent.

29

30 **(7) Leave Disposition:** All employees shall, if possible, be notified in writing of the disposition of their
31 request prior to the requested leave date. The notification of the leave request shall be submitted by the
32 employee in a timely manner. The employee shall be notified as to the disposition of the leave by the
33 supervisor in a timely manner. If the disposition is not provided to the employee by the date of the leave,
34 the employee shall follow up with the supervisor prior to taking the leave.

35

36 **(8) Suspected Abuse of Leave**

37 **(a) Excessive Absence:** Excessive Absence may result in District personnel action including, but not
38 limited to, the use of the discipline or evaluation process consistent with the District's obligation
39 under state and federal law. Excessive absence shall be defined as follows:

40 **(1) Without Medical Documentation:** Three (3) consecutive days of absence without
41 medical verification in a case where abuse is suspected.

42 **(2) Within a Twelve-Month Period:** Three (3) unauthorized absences in a twelve (12)
43 month period.

1 ~~(3) Continued Pattern:~~ A continued pattern of absence that affects an employee's ability
2 ~~to carry out the essential functions of their position.~~

3 ~~(b) Unauthorized Absence:~~ Unauthorized absence shall be defined as follows:

4 ~~(1) Failure to Provide Notice:~~ Failure of an employee to give notice of absence may be
5 ~~regarded as an unauthorized absence. Upon reporting back to work, the employee shall be~~
6 ~~apprised of the unauthorized leave status. However, if the employee can demonstrate that~~
7 ~~there were extenuating circumstances (e.g., hospitalization, serious emergency), then~~
8 ~~consideration must be given to changing the status of the leave.~~

9 ~~(2) In Excess of Accrued Leave:~~ Absence in excess of accrued sick and personal leave,
10 ~~when such absence is not specifically authorized in advance, is an unauthorized absence.~~

11 ~~(3) During Emergency:~~ Personal leave and vacation leave without advanced authorization
12 ~~unless in the case of emergency as defined by Article 12.04(2)(a) is an unauthorized~~
13 ~~absence.~~

14

15 ~~(9) Abandonment of Position:~~ An unauthorized absence of three consecutive workdays without notice
16 ~~shall be evidence of abandonment of position and subject to termination procedure.~~

17

18 ~~(10) Medical Certification:~~ An employee who has taken sick leave for five (5) days or more, or injury or
19 ~~illness in line of duty leave, or maternity leave, may be required to provide certification from a licensed~~
20 ~~medical provider stating that the employee is able to perform all of their duties or that the employee was~~
21 ~~entitled to leave.~~

22

23 ~~12.02 – SICK LEAVE:~~ All full-time employees shall be credited with four (4) days of sick leave on the last
24 ~~day of the first month of employment of each contract year and thereafter shall accrue one (1) day of sick~~
25 ~~credit for each month of employment. The employee must work one day more than half the scheduled work~~
26 ~~days in the month to earn one day of sick leave for the month. Sick leave shall be credited to the employee~~
27 ~~at the end of the month and may not be used prior to the time it is earned. No employee may earn more~~
28 ~~than one (1) day of sick leave times the number of months of employment during the school year. Sick leave~~
29 ~~shall be accumulated hourly from year to year without limit to the number of hours that may be accrued.~~
30 ~~Any leave charged against sick leave shall be paid leave. If termination occurs after the employee has used~~
31 ~~more sick days than he earned that contract year, and if they have no sick leave accumulated from prior~~
32 ~~years, the Board will withhold an amount of the employee's daily rate of pay for each sick day used that has~~
33 ~~not been earned. Terminal pay benefits for accrued sick leave are defined hereinafter.~~

34

35 ~~(1) Claims:~~ An employee is eligible for sick leave for their own illness as well as illness or death of father,
36 ~~mother, brother, sister, husband, wife, child, member of their household or other close relative if approved~~
37 ~~by the Superintendent.~~

38

39 ~~(2) Accrued Sick Leave:~~ The Board shall provide all employees with a cumulative record of accrued sick
40 ~~leave hours on each pay statement.~~

41

42 ~~(3) Summer School:~~ Employees who are hired to work during the summer school session shall earn one
43 ~~day (actual number of hours worked per day in summer session) of sick leave for each three (3) week term.~~
44 ~~No more than two (2) days sick leave with pay may be used during summer school.~~

45

46 ~~(4) Sick Leave Request:~~ Each employee shall notify their supervisor as soon as possible or when it is

1 necessary to use sick leave. A claim for sick leave shall be signed by the employee and filed with the principal
2 or immediate supervisor by the end of the fifth working day following the employee's return to work.

3

4 **(5) Conditions for Sick Leave:**

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

9 **(b) No Available Sick Leave:** Any employee who has used all paid sick leave but who is otherwise
10 entitled to sick leave shall be granted leave without pay. The claim for such leave shall clearly state
11 that the leave is without pay.

12 **(c) Abuse of Sick Leave:** In the case of suspected sick leave abuse, the Superintendent may require
13 a medical provider's statement verifying illness.

14 **(d) Validity:** An unfounded claim for sick leave shall be cause for employee discipline up to and
15 including discharge.

16 **(e) Request for Extended Sick Leave:** An application for sick leave due to an extended illness
17 (twenty (20) work days) shall be accompanied by a statement from a medical provider certifying
18 that such leave is essential and indicating the probable duration of the illness.

19

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

23

24 **(7) Reinstating Accrued Sick Leave:** When an employee interrupts service through termination and
25 subsequently returns to employment in the District without having used their District accrued sick leave
26 credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of
27 reemployment.

28

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

31

32 **(9) Sick Leave Buy Out Study:** The parties agree to study the feasibility, scope and impact of a sick leave
33 buy out incentive plan over the period of this contract. Should the parties agree to an acceptable sick leave
34 buy out plan option prior to the end of the contract, a memorandum of understanding shall be written to
35 document the agreement with implementation to take place prior to the end of the contract term.

36

37 **12.03 – ILLNESS OR INJURY IN THE LINE OF DUTY LEAVE:** Any full-time employee shall, except as
38 otherwise provided in this Agreement, be entitled to illness or injury in-line-of-duty leave with pay, less any
39 Workers' Compensation payments, for a period not to exceed ten (10) work days in any fiscal year regardless
40 of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that
41 illness or injury continues or recurs from one fiscal year to succeeding fiscal years, when they have to be
42 absent from work because of a personal injury received in the discharge of their duties. Illness in-line-of-
43 duty leave is intended to deal with the illnesses normally known as childhood diseases, such as, but not
44 limited to, mumps, measles and chicken pox. This leave does not include normal adult illnesses such as
45 colds and influenza. This leave is non-cumulative. In addition to the conditions listed below, for both illness
46 and injury in-line-of-duty, the Board reserves the right to request a second medical opinion from a

1 physician designated by the Board. Any additional expense incurred as a result of this requirement will be
2 paid by the Board.

3

4 ~~(1) Injury-In-Line-Of-Duty Eligibility:~~ In order to be considered for injury-in-line-of-duty leave, the
5 following conditions must be met:

6 ~~(a) Written Testimony:~~ The employee must provide written testimony, in addition to their oral
7 testimony, that their injury was received in the line of duty.

8 ~~(b) Written Claim:~~ The employee must file a written claim, as outlined below, in addition to the
9 injury report claim.

10 ~~(c) Medical Provider:~~ The employee must utilize the medical provider selected by the employer.
11 The employee may make a written request to change the medical provider after initial consultation.

12

13 ~~(2) Illness-In-Line-Of-Duty Eligibility:~~ In order to be considered for illness-in-line-of-duty leave, the
14 following conditions must be met:

15 ~~(a) Medical Documentation:~~ The employee must furnish a letter from a medical doctor, who
16 treated the patient, stating that in their opinion, there is a strong probability that the illness was
17 contracted on the job.

18 ~~(b) Written Claim:~~ The employee must file a written claim as outlined below.

19

20 ~~(3) Workers Compensation Claim~~

21 ~~(a) Leave Request:~~ Any employee who has a claim for compensation while absent because of injury
22 or illness incurred as prescribed herein, shall file a claim on the standard leave form provided by
23 the Board with their principal or other immediate supervisor by the end of the fifth working day
24 following the employee's return to duty after the leave for illness or injury in-line-of-duty.

25 ~~(b) Sick Leave Accrual:~~ Effective January 1, 2010, employees who are absent from work exclusively
26 for Workers' Compensation (ILD, Workers' Compensation) shall, upon their return to full duty for
27 no less than 30 days, be credited with sick leave accrual for the period of their Workers'
28 Compensation absence.

29

30 ~~12.04 – PERSONAL LEAVE:~~ All employees shall make a written application for personal leave. The employee
31 shall not be entitled to pay while on personal leave except as provided herein. Personal leave is to allow
32 employees to attend to personal business or matters which cannot be attended to outside of the employee's
33 regular work day. Employees who abuse personal leave may be subject to disciplinary action.

34

35 ~~(1) Invalid Use:~~ Personal leave, whether without pay or charged to sick leave, shall not be used by school-
36 based personnel or transportation department employees at the following times, except with the specific
37 written permission of the Superintendent:

38 ~~(a) Prior to Holiday or Vacation:~~ The day immediately prior to or following a holiday or employee
39 vacation.

40 ~~(b) First or Last Week of School:~~ The five (5) work days immediately preceding and following the
41 student's school year.

42 ~~(c) Summer School:~~ On any day while summer school is in session.

43 ~~(d) Standardized Testing:~~ During District designated, standardized testing periods impacting
44 major student populations. This applies to Transportation and school-based employees only.

45 ~~(e) Charter Schools:~~ Employees will not be afforded leave to work at Charter Schools.

46

1 ~~(2) Personal Leave Charged to Sick Leave~~

2 ~~(a) Five Day Limit:~~ Each employee may take up to five (5) days of personal leave with pay during
3 ~~each fiscal year which is charged to accumulated sick leave. All requests for personal leave charged~~
4 ~~to sick leave shall be made at least three (3) work days in advance except in cases of emergency. In~~
5 ~~cases of emergency, the employee shall be charged only actual time for said emergency leave if~~
6 ~~they have first reported to work. If the reason for absence is an emergency and prior written request~~
7 ~~is not possible, the employee shall notify their principal or supervisor as soon as possible prior to~~
8 ~~the absence.~~

9 ~~(b) Conditions:~~ The use of personal leave charged to sick leave shall be subject to the following
10 ~~conditions:~~

11 ~~(1) Non-Cumulative:~~ It is not cumulative.

12 ~~(2) Disruption:~~ It need not be approved if the Superintendent determines that it will create
13 ~~a disruption of the instructional or work setting.~~

14 ~~(3) Increments:~~ Personal leave charged to sick leave may be granted in increments of 30
15 ~~minutes, provided that the request does not disrupt the operation of the worksite.~~

16 ~~(c) Procedure~~

17 ~~(1) Reason for Request:~~ Employees are not required to provide the supervisor the reason
18 ~~for the request.~~

19 ~~(2) Disruption:~~ If personal leave charged to sick leave is disapproved, the employee may:

20 ~~(a) Disapproval:~~ Accept disapproval of the leave request.

21 ~~(b) Verbal Statement:~~ Provide their supervisor with a reason for the request so
22 ~~that the supervisor may try to accommodate the employee when the request,~~
23 ~~based on the reasons given, discloses a situation that cannot be controlled by the~~
24 ~~employee or postponed to another time. The reason will not be reflected on the~~
25 ~~leave request form and will be held in confidence.~~

26 ~~(3) Priority:~~ The principal or supervisor will give consideration to requests in the order in
27 ~~which they are received as determined by the filing date.~~

28

29 ~~(3) Personal Leave Without Pay:~~ Personal leave without pay is available only when an employee has no
30 ~~appropriate paid leave available. It need not be approved if the Superintendent determines that it will create~~
31 ~~a disruption of the instructional or work setting.~~

32 ~~(a) Extended Personal Leave:~~ Personal leave without pay up to thirty (30) days may be granted at
33 ~~the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to~~
34 ~~Board approval.~~

35 ~~(b) Adoption of a Child:~~ An employee who adopts a child may request personal leave without pay
36 ~~at any time during the first year after obtaining actual custody of a child, or as otherwise needed to~~
37 ~~fulfill the requirements for adoption. Adoption leave is subject to the maternity leave article. Only~~
38 ~~one adoption leave per household will be granted at one time.~~

39 ~~(c) Paternity Leave:~~ All employees are eligible for paternity leave subject to the applicable
40 ~~conditions outlined in the section on maternity leave. Only one leave per household for either~~
41 ~~maternity or paternity leave will be approved at one time. Paternity leave will only be granted for~~
42 ~~the period following the birth or adoption of the child.~~

43 ~~(d) Return from Board Approved Extended Personal Leave:~~ Employees on Board approved leave
44 ~~without pay must provide written notice to the District of their intention to return from leave, extend~~
45 ~~leave or resign within 20 work days prior to the leave return date.~~

46

1 ~~**12.05 – MATERNITY LEAVE:** All full-time employees shall be eligible for maternity leave. The employee~~
2 ~~shall submit a written request for maternity leave to the Superintendent. The leave request shall include the~~
3 ~~date the leave is to commence as determined by the employee in consultation with her licensed provider.~~
4 ~~Except in the case of an emergency, a request for maternity leave shall be made at least thirty (30) calendar~~
5 ~~days prior to the date on which the leave is to begin. Maternity leave shall be without pay, except that the~~
6 ~~employee must file a claim to use accrued sick leave during that period of leave for which a medical disability~~
7 ~~exists. Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a~~
8 ~~licensed medical provider. In the event that the leave request does not specify a return date, the employee~~
9 ~~shall notify the Superintendent at least twenty (20) working days prior to her intended return date. Such~~
10 ~~notice shall be given no later than April 1 in order for the employee to be considered for return to duty that~~
11 ~~school year. The employee may return to duty on the date requested upon receipt by the Superintendent~~
12 ~~of certification from a licensed provider stating that they are physically capable of performing her job. In~~
13 ~~the event that leave is approved by the Board effective on or after the first day of the fourth quarter of a~~
14 ~~school year, a request for the next fiscal year shall not extend beyond the end of the first semester.~~

15
16 ~~**12.06 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable state and federal~~
17 ~~law. Such leave shall be without loss of seniority and shall be credited to the employee for experience credit~~
18 ~~on the salary schedule. Nothing herein shall be construed to expand any military leave privileges other than~~
19 ~~those provided by applicable state and federal law.~~

20
21 ~~**12.07 – JURY DUTY LEAVE:** Any employee, including those employed for summer school, who is~~
22 ~~subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee shall not be~~
23 ~~reimbursed for meals, lodging and travel while on leave. Per diem paid by the court for such purposes may~~
24 ~~be retained by the employee.~~

25
26 ~~**12.08 – WITNESS LEAVE:** When an employee is subpoenaed, he shall be granted temporary duty leave.~~
27 ~~Temporary duty with pay shall not be granted for court attendance when an employee is a party to the~~
28 ~~litigation. The employee may retain any fees. In the event no fees are awarded by the court, and the~~
29 ~~employee is testifying for the Board, he will be eligible to be paid per diem and travel expenses as provided~~
30 ~~in Board policy. A request for reimbursement must be filed by the employee.~~

31
32 ~~**12.09 – TEMPORARY DUTY LEAVE:** An employee may be assigned temporary duty away from their regular~~
33 ~~job. Temporary duty may include participation in surveys, meetings, study courses, workshops and similar~~
34 ~~services. Such assignment may be initiated by the Superintendent or the employee with consideration given~~
35 ~~to the disruption of the work place that the temporary duty may cause. Temporary duty is not to be charged~~
36 ~~as personal or sick leave. The employee and the Superintendent must mutually agree on temporary duty.~~

37
38 ~~**12.10 – FAMILY AND MEDICAL LEAVE:** All articles shall be effective for School Board employees July 1,~~
39 ~~1994, and shall be interpreted so as to comply with the requirements, including definitions, of the Family~~
40 ~~and Medical Leave Act (FMLA) of 1993, and any applicable implementing regulations. No articles shall~~
41 ~~operate to limit or reduce leaves provided under other contract terms.~~

42
43 ~~**(1) Eligibility:** Any employee who has worked for the Lee County School District for at least twelve (12)~~
44 ~~months and for at least seven hundred twenty four (724) hours during the year preceding the start of the~~
45 ~~leave is eligible.~~

46

1 ~~(2) Reasons for Leave:~~ Eligible employees shall be granted FMLA leave:
2 ~~(a) Care of Child:~~ To care for the employee's child after birth, or following placement for adoption
3 ~~or foster care.~~
4 ~~(b) Care of Family Member:~~ To care for the employee's spouse, son or daughter or parent, who
5 ~~has a serious health condition.~~
6 ~~(c) Care of Self:~~ Because of a serious health condition that makes the employee unable to perform
7 ~~the functions of the employee's job.~~
8 ~~(d) Care of Service Member:~~ To care for a covered service member with a serious illness or injury
9 ~~incurred in the line of duty while on active duty. Such eligible employees shall be permitted to take~~
10 ~~up to twenty-six (26) work weeks of leave in a 12-month period.~~
11 ~~(1) Military Exigency:~~ To use for any qualifying exigency arising out of the fact that a
12 ~~covered military member (member of National Guard and Reserves) is on active duty or~~
13 ~~called to active duty status in support of a contingency operation. A qualifying exigency is~~
14 ~~defined as follows: Short notice deployment; Military events and related activities;~~
15 ~~Childcare and school activities; Financial and legal arrangements; Counseling; Rest and~~
16 ~~recuperation; Post-deployment activities; Additional activities not encompassed in the~~
17 ~~other categories, but agreed to by the Board or employee.~~
18
19 ~~(3) Leave Entitlement:~~ An eligible employee is entitled to take up to a total of twelve (12) work weeks of
20 ~~FMLA leave in a 12-month period, to be measured backward from the commencement date the employee~~
21 ~~uses FMLA leave. An eligible employee taking leave under Article 12.10(2)(d) shall be permitted to take up~~
22 ~~to 26 work weeks of leave in a 12-month period.~~
23
24 ~~(4) Intermittent Leave for Planned Medical Treatment:~~ FMLA leave may be taken intermittently
25 ~~whenever it is medically necessary to take care of a seriously ill spouse, child or parent of the employee, or~~
26 ~~because of the employee's own serious health condition making the employee unable to work. Intermittent~~
27 ~~leave may be taken in increments of one or more days or partial days. Certification of the need for~~
28 ~~intermittent leave and the leave schedule shall be provided by the health care provider. Employees needing~~
29 ~~intermittent FMLA leave must attempt to schedule their leave so as to minimize disruption to the District's~~
30 ~~operations. The District may assign an employee to an alternative position on a temporary basis with~~
31 ~~equivalent pay and benefits that better accommodates the employee's intermittent leave schedule.~~
32 ~~Intermittent FMLA leave must be requested by the employee in writing at least thirty (30) days in advance,~~
33 ~~or as soon as is practicable.~~
34
35 ~~(5) Maintenance of Group Medical Insurance:~~ The Board shall maintain an employee's medical insurance
36 ~~coverage during FMLA leave to the same extent coverage was provided to the employee prior to taking~~
37 ~~FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve (12) month period~~
38 ~~and for 26 weeks during the applicable twelve (12) month period if eligible for leave under Article~~
39 ~~12.10(2)(d)(1). Medical insurance premiums which has been paid by the employee prior to FMLA leave for~~
40 ~~any dependent coverage must continue to be paid by the employee during the FMLA leave period. If such~~
41 ~~payments are not made by the employee, the dependent's insurance coverage will lapse and no benefits~~
42 ~~will be paid for claims incurred while the policy has lapsed. When the employee is reinstated, and payroll~~
43 ~~deduction of dependent's premiums resumes, the dependent's insurance will be reinstated with the same~~
44 ~~coverage as prior to the lapse.~~
45
46 ~~(6) Notice:~~ Employees must request FMLA leave in writing, directed to Human Resources, at least thirty (30)

1 calendar days in advance, or as early as is practicable. The time for the start of the leave may be delayed for
2 up to thirty (30) days for failure to provide timely notice. An employee needing
3 FMLA leave must follow the work site's usual and customary call-in procedures for reporting an absence,
4 absent unusual circumstances.

5

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

11

12 **(8) Failure to Return:** At the start of any FMLA leave, the employee must state whether they intend to
13 return at the end of the leave. If the employee does not intend to return, the employee will be deemed to
14 have resigned voluntarily, and no FMLA benefits will be provided. If the employee states that they intend
15 to return, and then fails to return, for reasons other than (1) the continuation of a serious health condition
16 of the employee or a covered family member or (2) circumstances beyond the employee's control
17 (certification required within 30 days of failure to return for either reason), the employee must promptly
18 reimburse the Board for the cost of insurance provided by the Board during the leave. If the employee fails
19 to do so, the Board may take action to recover the premiums paid.

20

21 **(9) Use of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA leave is
22 taken as a result of a serious health condition. Employees are required to use any paid accrued vacation
23 before any FMLA leave is taken. Any such paid accrued leave taken will be counted toward the allowable
24 twelve (12) weeks of FMLA leave.

25

26 **(10) Medical Certification:** Employees requesting FMLA leave due to a serious health condition of the
27 employee, or of the employee's spouse, child or parent, are required to submit a certification from a health
28 care provider, verifying that the leave is medically necessary. If the Board deems a medical certification
29 incomplete or insufficient, the Board must specify in writing what information is lacking, and give the
30 employee 14 calendar days to cure the deficiency. The Board may require an employee to obtain a second
31 medical certification, at the Board's expense. The second health care provider may not be employed on a
32 regular basis by the District. If the opinions of the first and second health care provider differ, the Board
33 may require a third medical certification, again at the Board's expense, from a health care provider selected
34 by the employee from a mutually agreed upon list maintained by the Director of Insurance and Benefits
35 Management. The third opinion shall be final and binding. In all cases the Board may request a
36 recertification of an on-going condition every six months in conjunction with an absence.

37

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

44

45 **12.11 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a leave
46 terminates on the first scheduled pay day that the employee does not receive a paycheck, except as

1 otherwise provided by law or this agreement. To continue insurance coverage during the leave period, the
2 employee is responsible for and must remit all premiums due thereafter when permitted. Employees whose
3 ten (10) day Sick Leave Bank (SLB) waiting period aligns with a pay period, which results in the employee
4 receiving no pay check for the pay period, shall have their Flex Credit contribution for that pay period
5 covered by the Board.

6

7 **12.12 – TERMINAL PAY BENEFITS**

8

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

11 **(a) Retirement:** Normal retirement or early retirement.

12 **(b) Disability:** Disability retirement.

13 **(c) Termination:** Termination.

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

17

18 **(2) Payment:** 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 valid sick leave
20 days credited to the employee at the daily rate of pay of the employee at the time of termination. The
21 amount of terminal pay shall be computed as follows:

22 **(a) One to Three District Years:** during the years of service one through three (1-3) in
23 the District, thirty-five (35) percent of the hours of accumulated sick leave shall be multiplied times
24 the hourly rate of pay

25 **(b) Four to Six District Years:** during the years of service four through six (4-6) in the
26 District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times the hourly
27 rate of pay

28 **(c) Seven to Nine District Years:** during the years of service seven through nine (7-9) in the District,
29 forty-five (45) percent of the hours of accumulated sick leave shall be multiplied times the hourly
30 rate of pay

31 **(d) Ten to Twelve District Years:** during the years of service ten through twelve (10-12) in the
32 District, fifty (50) percent of the hours of accumulated sick leave shall be multiplied times the hourly
33 rate of pay

34 **(e) Thirteen or More District Years:** during and after the thirteenth (13th) year of service in the
35 District, one hundred (100) percent of the hours of accumulated sick leave shall be multiplied times
36 the hourly rate of pay

37

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

42

43 **12.13 – SICK LEAVE BANK:** The District has several Sick Leave Banks (SLB). When a Sick Leave Bank member
44 changes positions which would require a change to a new Sick Leave Bank, that person shall be treated as
45 a new member and must give up one sick leave day for membership in the new bank. However, if the
46 member has donated a day within the same fiscal year, that day may be transferred to the new bank. The

~~1 purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days in cases of
2 catastrophic illness. For the purposes of the Sick Leave Bank, catastrophic illness or injury is defined as those
3 illnesses or injuries that require immediate medical attention and cannot be postponed (cannot be
4 scheduled during a work break or during non-work hours). The Sick Leave Bank is not intended to provide
5 benefits to an employee for such things as cosmetic surgery, elective surgery, or other similar claims. Sick
6 Leave Bank time will only be donated for mental illness when an inpatient hospital stay is required.
7 Contributors may draw days from the Sick Leave Bank after their own accumulated sick leave has been
8 exhausted. Nothing in this section shall be interpreted to change any of the other articles herein pertaining
9 to accrued leave.~~

10

~~11 **(1) Membership:** Any full-time employee may enroll in the Sick Leave Bank between August 15 and
12 September 30 provided the following three requirements are met:~~

~~13 **(a) Employment:** Continuous employment for at least one (1) year. Only full-time employees are
14 to enroll in and receive benefits from the Sick Leave Bank. Any full-time employee who ceases to
15 work twenty (20) or more hours per week shall become ineligible for membership and benefits until
16 the employee again becomes full-time.~~

~~17 **(b) Accrual:** Accrual of six (6) leave days by September 1.~~

~~18 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October 15.~~

19

~~20 **(2) Application:** Enrollment forms shall be provided to employees at each work site. Sick leave days
21 contributed to the Sick Leave Bank will not be returned except as hereafter provided.~~

22

~~23 **(3) Contribution:** In the event the number of days in the Sick Leave Bank balance falls below thirty percent
24 (30%) of the number of Sick Leave Bank members, each member of the Sick Leave
25 Bank must contribute one (1) day from their accumulated sick leave to the Sick Leave Bank. In the event a
26 Sick Leave Bank member cannot contribute an additional day due to leave exhaustion, he is not then using
27 the Sick Leave Bank, the additional day shall automatically be their next accrued sick leave day.~~

28

~~29 **(4) Duration:** If membership in the Sick Leave Bank and/or the number of days in the Sick Leave Bank fall
30 below three hundred (300), the Sick Leave Bank shall be discontinued, and all remaining time in the Sick
31 Leave Bank shall be distributed as provided herein.~~

32

~~33 **(5) Administration:** The SLB will be administered by Human Resources. An Overview Committee consisting
34 of two (2) employees appointed by the Superintendent and two (2) employees appointed by the Association
35 shall review the administration of the SLB, investigate alleged abuses, and determine eligibility as herein
36 provided. Committee members shall be provided a quarterly report showing the number of SLB members,
37 balance of days, and number of applications for use. The Sick Leave Bank will only grant the number of days
38 that are available in the bank. No sick leave bank days will be granted that would cause a negative balance
39 of days to occur in the Sick Leave Bank. The status of the Sick Leave Bank will be reviewed by the SPALC
40 Labor/Management Committee at the end of each fiscal year to determine if the maximum number of days,
41 used by one person, can be increased to a maximum of fifty (50) days.~~

42

~~43 **(6) Benefits:** The SLB shall be used only by a SLB member for their personal illness or disability and may
44 not be used because of the illness, disability, or death of any other person.~~

~~45 **(a) Extended Leave:** In the event of a catastrophic illness of a participating employee which causes
46 the employee to be absent from work for an extended period of time, the employee may receive~~

1 ————— paid leave as follows:

2 ————— **(1) Use of Leave:** The employee must first use all accumulated sick and vacation leave and
3 ————— all other forms of paid leave available; The employee must then use unpaid leave for ten
4 ————— (10) consecutive work days;

5 ————— **(2) Application:** The employee must make application to the SLB and submit medical
6 ————— justification for the number of required days;

7 ————— **(3) Maximum:** The employee is eligible for up to twenty (20) continuous paid work days in
8 ————— a school year or a total of twenty (20) days for any one illness or disability. When an
9 ————— employee uses twenty (20) days for any one illness or disability and returns to work, the
10 ————— employee shall again become eligible to use days for the same illness or disability after a
11 ————— three (3) year period from the date of return to work.

12 ————— **(b) Second Extended Leave:** In the event of a second catastrophic illness of a participating
13 ————— employee which occurs within one calendar year of the date the employee returned to work after
14 ————— utilizing the Sick Leave Bank and the employee is approved for sick leave benefits, the ten (10) days
15 ————— of unpaid leave shall be waived.

16 ————— **(c) Denial of Request:** The eligibility of an employee to receive benefits will be reviewed by the
17 ————— Overview Committee which will make the final determination. If an employee is denied SLB benefits,
18 ————— the Overview Committee shall provide written reason(s). The employee may request
19 ————— reconsideration within ten (10) calendar days from date of denial. The Overview Committee's
20 ————— determination is not subject to the grievance procedure.

21 —————
22 ————— **(7) Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a finding of such
23 ————— abuse, the employee shall repay all of the sick leave credits drawn from the SLB and may be subject to
24 ————— disciplinary action.

25 ————— **(a) Ineligibility:** Any employee who receives sick leave bank benefits and is not entitled thereto
26 ————— shall reimburse the District for all benefits received and the Board shall restore the sick leave days
27 ————— to the Sick Leave Bank.

28 —————
29 ————— **(8) Discontinuance:** If it should be necessary to discontinue the SLB, unused sick leave in the SLB will be
30 ————— distributed as follows:

31 ————— **(a) Exceeding the Number of Members:** If the number of unused sick leave days in the SLB
32 ————— exceeds the number of members in the SLB, each member will receive one (1) of the unused days
33 ————— to be credited to their sick leave account. Those days exceeding the number of members in the SLB
34 ————— will be disposed of by the Board, whose decision will be final and not subject to the grievance
35 ————— procedure.

36 ————— **(b) Equal to the Number of Members:** If the number of unused sick leave days in the SLB is equal
37 ————— to the number of members in the SLB, each member will receive one (1) of the unused days to be
38 ————— credited to their sick leave account.

39 ————— **(c) More than Half the Number of Members:** If the number of unused sick leave days in the bank
40 ————— is more than one-half (1/2) but less than equal to the number of members in the SLB, each member
41 ————— will receive one-half (1/2) of one of the unused days to be credited to their sick leave account.
42 ————— Those days exceeding one-half (1/2) of the number of members in the SLB will be disposed of by
43 ————— the Board, whose decision will be final and not subject to the grievance procedure.

44 ————— **(d) Half the Number of Members:** If the number of unused sick leave days in the SLB is equal to
45 ————— one-half (1/2) of the number of members in the SLB, each member will receive one-half (1/2) of
46 ————— one of the unused days to be credited to their sick leave account.

1 ~~(e) Less than Half the Number of Members:~~ If the number of unused sick leave days in the SLB
2 ~~is less than one-half (1/2) of the number of members in the SLB, all of the days will be disposed of~~
3 ~~by the Board, whose decision will not be subject to the grievance procedure.~~
4

5 ~~(9) Hold Harmless:~~ The Association, its officers and agents, and the members of the unit shall hold the
6 ~~Board, its officers, employees and agents harmless from any and all claims which may be brought by any of~~
7 ~~its member(s), member(s) of the unit, or any authorized litigant with respect to the establishment or~~
8 ~~administration of the SLB.~~
9

10 ~~12.14 – SHARED SICK LEAVE:~~ All employees covered by this contract may donate accrued, earned sick
11 ~~leave to their spouse (person to whom the donor employee is legally married at the time of donation), child~~
12 ~~(natural or adopted, but not step child), parent (mother or father of the donor employee), or sibling (brother~~
13 ~~or sister of the donor employee, but not step-sister or step-brother) who is also a regular part-time or full-~~
14 ~~time District employee (not a temporary employee or substitute).~~
15

16 ~~(1) Transfer:~~ The transfer of sick leave is subject to the following limitations and conditions:

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

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

27 ~~(c) Donor Purpose:~~ The donated sick leave must be used for illness only and must be supported
28 ~~by medical verification from a physician upon request.~~

29 ~~(d) Recipient Eligibility:~~ The recipient must be employed in a position eligible to accrue leave time.
30 ~~The recipient may not use donated sick leave until all of their accumulated sick and vacation leave~~
31 ~~is depleted.~~

32 ~~(e) Notice of Ineligibility:~~ If the total hours identified on the letter of request from the donor are
33 ~~not eligible for transfer, or if the recipient identified in the letter is not eligible to receive the~~
34 ~~requested transfer of sick leave hours, the letter will be returned by the Payroll Department to the~~
35 ~~employee with an explanation included on, or attached to, the letter of request.~~

36 ~~(f) Ineligible Hours:~~ Unearned, advanced sick leave hours are not eligible for transfer.

37 ~~(g) Recipient Accrual:~~ The recipient will not accrue leave while using the sick leave donated by the
38 ~~spouse, child, parent, or sibling.~~

39 ~~(h) Record of Denial:~~ The Payroll Department will retain on file, a copy of the returned letters
40 ~~including the explanation preventing the requested transfer.~~

41 ~~(i) Maximum:~~ The maximum number of shared sick leave hours to be transferred at one time will
42 ~~be calculated as follows: 20 (days) times the number of recipient work hours per day.~~

43 ~~(j) Unused Donation:~~ Any unused donated sick leave shall revert to the donor employee upon the
44 ~~receiving employee's return to work.~~

45 ~~(k) Donor Retirement/Termination:~~ If a donor employee retires or terminates, any unused shared
46 ~~sick leave of the recipient will revert back to the donor employee as of the last date of employment.~~

1 ~~(1) Exemption:~~ Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

2

3 ~~(2) Hold Harmless:~~ The Association, its officers or agents and the members of the unit shall hold the Board,
4 its officers, employees and agents harmless from any and all claims which may be brought by any of its
5 members of the unit or authorized litigant with the establishment or administration of the shared sick leave
6 policy.

7

8 ~~12.15 -- REWRITE:~~ The SPALC Labor/Management Committee will execute a Memorandum of
9 Understanding (MOU) in FY22 (2021-2022 school year) that includes a clear and concise re-write of Article
10 12 (Leave) to be effective July 1, 2022 for FY23 (2022-2023 school year).

ARTICLE 13 –PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing support staff with opportunities to participate in the decision-making process
2 has a positive impact on employee retention, especially whenever there is a potential impact to the work
3 being done in the classroom, school, or department. The interest-based process and good faith efforts to
4 maintain a collaborative relationship through bargaining related committees reduces the likelihood of labor
5 disputes allowing all staff the ability to focus on student achievement.
6

7 **(1) Bargaining Related Committees:** Bargaining related committees are made up of both District and
8 SPALC appointed members and each committee is assigned specific duties. Committees are assigned to
9 review contract language to identify potential issues, in order to present recommendations to the
10 bargaining teams or the SPALC Labor/Management Committee. Bargaining related committee meetings
11 are regularly scheduled and records of meetings should be kept.
12

13 **(2) Leave:** Employees participating as members of Bargaining Related Committees or School Advisory
14 Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as described in Article
15 12.09 to attend meetings when held away from the employee’s work site.
16

17 **13.02 - SPALC LABOR/MANAGEMENT COMMITTEE:** The SPALC Labor/Management Committee is a
18 standing committee that meets on a regularly scheduled basis. The SPALC Labor/Management Committee
19 shall be made up of four (4) members, two (2) from management and two (2) from labor. Subject Matter
20 Experts may be invited to participate in SPALC Labor/Management Committee meetings. The SPALC
21 Labor/Management Committee is responsible for day to day contract administration, including oversight
22 of bargaining related committees and subcommittees, ensuring the successful implementation of
23 negotiated contract language, and executing memorandums of understanding (MOUs).
24

25 **(1) District and Site-Based Committees:** The creation or elimination of bargaining related committees
26 may be done with the approval of the SPALC Labor/Management Committee or the bargaining teams. The
27 SPALC Labor/Management Committee shall assist in scheduling bargaining related committee meetings
28 and shall make every reasonable effort to avoid scheduling meetings during student contact time, while
29 recognizing the need in some instances to meet during the regularly scheduled work day. The SPALC
30 Labor/Management Committee is responsible for the appointment of members to all District-Based
31 Committees, with each side having the final say in the appointment of members to represent their interests.
32 The SPALC Labor/Management Committee shall review the parameters for site-based participatory decision
33 making.
34

35 **13.03 – DISTRICT-BASED COMMITTEES:**

36
37 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a regularly
38 scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from
39 management, including the chairperson, and eight (8) from labor, with equal representation for each
40 association representing an affected bargaining unit. The Insurance Task Force shall review existing
41 insurance programs and workers’ compensation issues. The Insurance Task Force will explore alternatives,
42 improvements, changes, and specifications to the existing insurance programs. In order to be implemented,
43 any committee recommendations that alter articles of this agreement or any of the medical plan benefit

1 description documents shall be incorporated by reference in the agreement after they have been ratified
2 by both the Board and the Association.

3 **(a) Timelines:** The parties agree to use the Interest Based process when requested by a super
4 majority of TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives, or District
5 representatives. When using the Interest Based process, the parties will develop a decision-making
6 timeline by mutual agreement of the parties which allows ample opportunity to discuss the issues
7 of concern. In the event that a deadline for decision making lapses, the parties will revert to using
8 majority vote to honor the deadlines in the agreed upon decision-making timeline.
9

10 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a standing committee
11 that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up of
12 sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with
13 equal representation for each association representing an affected bargaining unit. The District
14 Safety/Security Committee shall review district safety plans and unresolved site safety/security issues. Any
15 committee recommendations shall be sent to the Superintendent's designee and the SPALC
16 Labor/Management Committee by the chairperson.
17

18 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a standing committee
19 that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of
20 twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from
21 labor, with equal representation for each association representing an affected bargaining unit. The
22 Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If
23 necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC
24 Labor/Management Committee. Any committee recommendations that alter the articles of this agreement
25 shall be incorporated by reference in the agreement after they have been ratified by both the Board and
26 the Association.
27

28 **(4) Uniform Committee:** The Uniform Committee is a standing committee that meets on a regularly
29 scheduled basis. The Uniform Committee shall be made up of a mutually agreed upon number of members,
30 with equal representation for the parties. Subject Matter Experts may be invited to participate in Uniform
31 Committee meetings. The Transportation Labor/Management Committee is responsible for reviewing and
32 recommending required uniforms and accessories for all appropriate departments. Any committee
33 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management
34 Committee by the chairperson.
35

36 **(5) Transportation Labor/Management Committee:** The Transportation Labor/Management Committee
37 is a standing committee that meets on a regularly scheduled basis. The Transportation Labor/Management
38 Committee shall be made up of a mutually agreed upon number of members, with equal representation for
39 the parties. Subject Matter Experts may be invited to participate in Transportation Labor/Management
40 Committee meetings. The Transportation Labor/Management Committee is responsible for continued
41 communication and problem solving of issues impacting Transportation employees. The Transportation
42 Labor/Management Committee is responsible for reviewing the paycheck schedule for Transportation
43 employees and providing the Payroll Department with a recommendation prior to the end of the previous
44 school year. Any committee recommendations shall be sent to the Superintendent's designee and the
45 SPALC Labor/Management Committee by the chairperson.
46

1 **(6) District Student Discipline Committee:** The District Student Discipline Committee is a standing
2 committee that meets on a regularly scheduled basis. The District Student Committee shall be made up of
3 sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with
4 equal representation for each association representing an affected bargaining unit. The District Student
5 Discipline Committee shall review the Student Code of Conduct. Any committee recommendations shall be
6 sent to the Superintendent’s designee and the SPALC Labor/Management Committee by the chairperson.

7
8 **13.04 – SITE-BASED COMMITTEES:** Support staff that serve on school-based committees represent the
9 interests of individual worksites, therefore committee members will be elected by the support staff
10 assigned to that worksite. Committee members will be elected by secret ballot election, to be counted by
11 the Association’s lead representative for the site and a site-based administrator. The Association’s lead
12 representative or their designee shall be included on all school-based committees.

13
14 **(1) School or Site-Based Safety/Security Committee:** The School Safety/Security Committee is a standing
15 committee that meets on a regularly scheduled basis. The School Safety/Security Committee shall be made
16 up of no less than four (4) members, two (2) school-based administrators and two (2) members of the
17 support staff. Committee members may make a written request for an emergency meeting of the School
18 Safety/Security Committee. Written requests for an emergency meeting should specify the reason for the
19 request and should include the Safety & Security Department. Requests must be responded to within 5
20 days.

21
22 **13.05 – WAIVER OF CONTRACT LANGUAGE**

23
24 **(1) Request:** The Instructional Leadership Committee at any site may request a waiver of contract
25 language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7 (Work
26 Schedule). All other articles shall not be altered, modified, or deviated from without the express written
27 consent of SPALC and the District. Any alteration, modification, or deviation shall be memorialized in a
28 Memorandum of Understanding. Requests for a waiver of contract language shall be made to the SPALC
29 Labor/Management Committee.

30
31 **(2) Process:** Requests for a waiver of contract language require that administration at the site allow all
32 support staff the opportunity to review the request, discuss the request, and vote by secret ballot.
33 Administration and an Association representative shall count the ballots together and at least 80% of the
34 support staff assigned to the site must vote in favor of submitting the request for review by the SPALC
35 Labor/Management Committee. Approval of the request may be subject to Board approval.

36
37 ~~**13.06 – CONTINUED COLLABORATION:** Prior to the end of FY22 (2021-2022 school year), the SPALC~~
38 ~~Labor/Management Committee will survey immediate supervisors and SPALC Building Representatives to~~
39 ~~assess the operational status of school based committees. The SPALC Labor/Management Committee will~~
40 ~~utilize available feedback to develop a “rules of engagement” training for FY23 (2022-2023 school year) and~~
41 ~~will present a recommendation to the bargaining teams regarding the creation of a “qualified~~
42 ~~representative” status for Article 4 (Grievance Procedures) and Article 9 (Disciplinary Procedures).~~

ARTICLE 14 –PROFESSIONAL DEVELOPMENT

1 **14.01 – PLANNING:** The District and the Association agree that a highly skilled workforce is needed to
2 ensure each student reaches their highest potential. Regular professional development is an important part
3 of building and maintaining a successful workforce. Planning of professional development will focus on an
4 assessment of employee and workforce needs, the availability of resources, and will be based on the
5 following:
6

7 **(1) Legal Compliance:** In accordance with Florida Statute 1012.98, the District must develop and submit a
8 Master In-service Plan (MIP) annually to the Florida Department of Education (FL DOE). Professional
9 development must be job related, aligned with the District’s requirements for workforce development and
10 succession planning, and support the maintenance of required certifications and licensure.
11

12 **(2) Student Need:** Professional Development will work with Academic Services to develop a plan that
13 supports District requirements based upon trends in student data, trends in employee performance
14 evaluations, and other feedback provided as part of the participatory decision-making process.
15

16 **(3) Employee Need:** Professional Development will conduct an annual survey of employee interests related
17 to professional development. Weekly advertisements of professional development opportunities will be
18 sent to all District employees via District email.
19

20 **14.02 - LEARNING:** Professional development will be designed based upon research into best practices
21 and will rely upon evidence-based approaches to instruction, in accordance with the Florida Professional
22 Development Standards and the District’s MIP. Multiple instructional formats and methods will be utilized
23 to differentiate instruction based upon the unique needs of individual learners.
24

25 **(1) Organizational Onboarding:** Professional development will be provided to all new employees in the
26 form of a Welcome Aboard training and New Employee Orientation (NEO). Accomplished Professional
27 Practices for the Lee County Education System (APPLES) training will be offered to all newly hired
28 instructional staff, however instructional staff with verified work experience will have the opportunity to
29 waive this requirement, with approval from their site-based administrator, upon the completion of required
30 APPLES professional development courses.
31

32 **(2) Mandatory Training and Safety Requirements:** All employees are required to complete annual
33 training related to protection of the health, safety, and welfare of students and staff. Additional mandatory
34 training may be required based upon a stated need by Professional Development or administrator
35 recommendation.
36

37 **(3) Instructional Support:** School and district-based administrators will collaborate to provide professional
38 development that serves as a support for the instruction of students. Professional Learning Communities
39 (PLCs) may be utilized to support instructional effectiveness.
40

41 **(4) Promotion and Advancement:** Professional development will be utilized to support employees
42 interested in promotion and advancement or in the realization of other professional or career related goals
43 in a K-12 educational setting.
44

45 **(5) Outside Professional Development:** The District recognizes the widespread availability of professional
46 development opportunities offered by organizations outside of the District and will honor its commitment

1 to support education professionals as life-long learners. Employees may submit a request for in-service
2 credit for professional development completed within the current fiscal year. Professional Development will
3 assess the recency and relevance of outside professional development to assure alignment with District
4 standards before approving or denying requests.

5
6 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery of job embedded
7 training opportunities, including mentoring and other flexible training opportunities, and will be responsive
8 to student and employee needs.

9
10 **(1) School or site-based Support:** Professional Development will aid in the identification of a School or
11 Site-based In-service Representative (SIR) and an APPLES administrator to guide and support the
12 implementation of professional development. Mentors will be required to complete a clinical educator
13 training program or equivalent course work to ensure that they are prepared to support other employees.

14
15 **(2) Coursework:** Professional development identified as part of the District's MIP will include online and
16 on-demand options to support remote work and distance learning. Courses that require in person
17 attendance of participation may be required, but virtual training opportunities will be provided whenever
18 possible.

19
20 **(3) Scheduling:** Professional development will be scheduled based upon employee input and will seek to
21 reduce the need for disruptions to the educational environment, including limiting the need for employee
22 absence during instructional hours and the need for employees to attend to professional development
23 outside of regularly scheduled work hours. Professional development may be scheduled for the summer
24 break, Thanksgiving break, winter break, or spring break. Professional development may be scheduled for
25 afternoons, evenings, or weekends. Professional development may be scheduled during the pre-school
26 week and on designated early dismissal days as established by the District Calendar Committee. Professional
27 development may be scheduled during PLCs, if requested by the employee members of the PLC.

28
29 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-course assessments to
30 measure the effectiveness of professional development. Employees may be required to complete a post-
31 course evaluation survey in order to ensure adequate employee feedback. Cyber security measures,
32 including but not limited to electronic sign-in and passkeys, may be utilized to ensure the integrity of
33 professional development systems.

34
35 **(1) Records:** In-service records will be maintained and will be available to employees and their immediate
36 supervisors for review. Professional development will routinely audit courses and records to assess course
37 content, the availability of professional development opportunities, and course completion data.

ARTICLE 15 – DURATION AND ACCEPTANCE

1 **15.01 – EFFECTIVE:** Following ratification by the bargaining unit, this Agreement shall be effective the day
2 after ratification by the Board.

3
4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted in this Agreement,
5 each had the unlimited right and opportunity to make demands and proposals with respect to any subject
6 or matter not removed by law from the area of collective bargaining. The parties acknowledge that the
7 understandings and agreements arrived at, after exercise of that right and opportunity, are set forth and
8 solely embodied in this Agreement. The parties agree, therefore, that they shall not be obligated to
9 negotiate or bargain collectively with respect to any subject or matter whether referred to herein or
10 not except as otherwise specifically required in this Agreement, even though such objects or matters
11 may not have been within the knowledge or contemplation of either or both of the parties at the time they
12 negotiated or signed this Agreement.

13
14 ~~14~~ **15.03 – DURATION:** The duration of this agreement is three (3) years: ~~FY22-FY24 (2021-2023-2022-2024~~
school year), ~~FY23-FY25~~

15 ~~15~~ (~~2022-2024-2023-2025~~ school year), and ~~FY24-FY26 (2023-2025-2024-2026~~ school year).

16
17 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than ~~June~~ March 30,
2022-2024.

18
19 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement no later
20 than June 30, 2024-2025.

21
22 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to account
23 for the fiscal impact of this agreement, the parties agree to an emergency re-opener to negotiate impact.
24 Articles will be reopened, as appropriate, so that the impact of any windfall or shortfall in District funding
25 may be negotiated and appropriate increases or decreases may be discussed. The parties agree to
26 commence negotiations upon written request of either party to re-open due to a windfall or shortfall.

27
28 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered or modified
29 only through the voluntary mutual consent of the Parties in a written and ratified amendment.

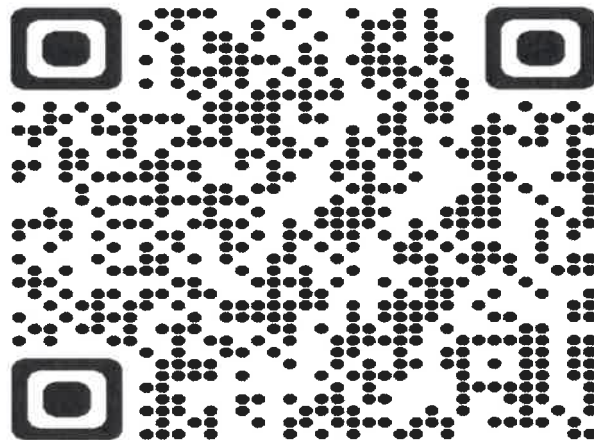
30
31 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of competent
32 jurisdiction, or as a result of a change in state or federal law, the Parties shall meet as soon as practicable
33 to modify the article to the extent necessary to bring it into legal compliance. The remaining articles
34 shall remain in full force and effect for the duration of this Agreement.

35
36 **15.06 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects thereof,
37 shall expire on June 30, 2024-2026, and in no event shall any other articles contravene the expiration of this
38 Agreement.



Support Personnel Association of Lee County
Support Personnel Make the Difference in Our Schools

Scan to join SPALC, YOUR
professional organization, today!



THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM

Grievant(s): _____

EE ID #: _____

School/Department: _____

LOC #: _____

Job Title/Position: _____

JDE #: _____

Bargaining Unit: SPALC or TALC

Action: ____/____/____

Supervisor: _____

Filed: ____/____/____

Representative: _____

Hearing: ____/____/____

Level: Informal Formal (Level I) Formal (Level II) Formal (Level III)

Statement of Fact(s):

CBA Article(s) Grievated:

Impact Statement:

Relief Sought:

Disposition:

Immediate Supervisor or Superintendent's Designee

_____/_____/_____
Date of Response

CC: Immediate Supervisor
Superintendent
Legal Services Grievance
File

SUPPORT POSITIONS

Position	JDE	Work Year	Pay Grade	Market Rate	Last Action
ACADEMIC SERVICES					
Assistant, Clinic	A-11.05	190	-	\$16.20	06/12/2023
Assistant, Speech-Language Pathology	S-12.01	187	-	\$23.38	06/27/2023
Attendant, Cafeteria	A-11.03	187	4	-	06/13/2023
Attendant, Child Care	C-8.01	187	-	\$16.20	06/13/2023
Brailleist	H-11.07	187	-	\$19.28	06/13/2023
Enviromental Education Support	H-11.01	187	6	-	06/13/2023
Interpreter (Deaf and Hard of Hearing)	H-11.03	187	-	\$24.40	06/13/2023
Instructional Support	A-11.02	187	-	\$17.01	06/13/2023
Licensed Practical Nurse	N-1.02	187	-	\$23.25	06/13/2023
Specialist, Early Childhood (Senior) <i>(No new hires in this category after FY08)</i>	P-1.01	196	-	\$25.12	06/28/2022
Specialist, Early Childhood	P-1.04	196	-	\$21.08	06/27/2023
Specialist, Early Childhood (Family Advocate)	S-8.01	187, 216, 255	6	-	06/27/2023
Specialist, Early Childhood (Family Services) <i>(No new hires in this category effective FY19)</i>	S-8.04	187, 255	6	-	06/27/2023
Specialist, Early Childhood (Parent Educator)	S-11.76	216	6	-	06/27/2023
Specialist, Enrollment (District)	S-11.52	255	6	-	06/27/2023
Specialist, Family-Community Engagement	S-11.43	187	6	-	06/27/2023
Specialist, Information (Elementary)	S-11.28	216, 255	-	\$16.60	05/23/2023
Specialist, Information (Secondary)	S-11.29	216, 255	-	\$17.07	05/23/2023
Specialist, Job Coach	S-11.45	187	5	-	06/27/2023
Specialist, ESOL Compliance	S-11.74	255	6	-	06/27/2023
Specialist, Student Services (Title I and Migrant)	S-11.64	187	6	-	02/23/2021
Specialist, Support	S-11.30	216, 255	5	-	06/27/2023
Technician, Registered Behavior	H-11.09	187	6	-	06/13/2023
Technician, Social Communication <i>(No new hires in this category effective FY19)</i>	H-11.11	187	-	\$17.98	06/28/2022
BUSINESS SERVICES					
Analyst, Procurement Services	A-6.02	255	7	-	06/13/2023
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	255	5	-	06/13/2023
Assistant Supervisor, Printing	A-11.47	255	-	\$23.28	09/06/2023
Bookkeeper	B-1.01	216, 255	6	-	05/23/2023
Clerk, Inventory	C-11.03	255	-	\$17.93	06/13/2023
Courier	C-52.01	196, 255	-	\$16.20	06/13/2023
Operator, Snack Bar	O-1.06	255	-	\$16.20	06/13/2023
Printer	P-17.01	255	-	\$18.88	06/27/2023
Specialist, Accounting	C-11.07	255	-	\$19.39	06/13/2023
Specialist, Accounting (Senior)	S-11.14	255	-	\$21.23	06/27/2023
Specialist, Bindery	O-1.11	255	-	\$16.20	06/13/2023
Specialist, Bindery (Senior)	O-1.12	255	-	\$17.37	06/13/2023
Specialist, Inventory	S-11.01	255	6	-	06/27/2023
Specialist, Inventory (Senior)	S-11.13	255	-	\$19.63	06/27/2023
Specialist, Procurement Services	S-11.32	255	5	-	06/27/2023
COMMUNICATIONS					
Specialist, Multimedia Communications	S-11.12	255	6	-	02/23/2021
Specialist, Multimedia Promotions	V-2.01	255	6	-	02/23/2021
FOOD AND NUTRITION SERVICES					
Assistant Manager, Food and Nutrition Services	A-31.01	196	-	\$17.97	06/13/2023
Assistant Manager, Environmental Education and School Garden	A-31.02	196	-	\$17.97	02/09/2021
Manager, Food and Nutrition Services (Intern)	M-1.03	196	-	\$17.97	06/13/2023
Worker, Food and Nutrition Services	F-1.04	190	-	\$16.20	06/13/2023
Worker, Food and Nutrition Services (Traveling)	F-1.05	190	-	\$16.20	06/13/2023
INFORMATION SYSTEMS					

Specialist, Technical Support	S-11.21	255	9	-	05/23/2023
Technician, Field Support	T-6.15	255	10	-	12/14/2022
MAINTENANCE SERVICES					
Assistant Supervisor, Maintenance (Crafts)	A-46.03	255	-	\$28.40	06/27/2023
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	255	-	\$31.47	06/27/2023
Assistant Supervisor, Maintenance (Grounds)	A-46.09	255	-	\$18.52	06/27/2023
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	255	-	\$32.02	06/27/2023
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	255	-	\$32.95	06/27/2023
Assistant Supervisor, Maintenance (Painting)	A-46.07	255	-	\$24.81	06/27/2023
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	255	-	\$32.56	06/27/2023
Assistant Supervisor, Maintenance (Sites)	A-46.10	255	-	\$18.52	06/27/2023
Carpenter	C-56.03	255	-	\$22.04	06/27/2023
Electrician	C-56.04	255	-	\$24.41	06/27/2023
Glazier	C-56.06	255	-	\$20.01	06/27/2023
Helper, Electrician	C-56.27	255	-	\$17.37	09/06/2023
Helper, Mechanic, HVAC and Refrigeration	C-56.28	255	-	\$17.37	09/06/2023
Locksmith	C-56.07	255	-	\$22.98	06/27/2023
Mason	C-56.08	255	-	\$22.76	06/27/2023
Mechanic, Generator	M-6.05	255	-	\$29.76	06/27/2023
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	255	-	\$25.55	06/27/2023
Mechanic, Refrigeration	C-56.29	255	-	\$23.76	09/06/2023
Millwright/Machinist	C-56.11	255	-	\$22.52	06/27/2023
Operator, Equipment	C-56.26	255	-	\$23.63	06/27/2023
Painter	C-56.14	255	-	\$19.85	06/27/2023
Plumber	C-56.15	255	-	\$25.24	06/27/2023
Roofer	C-56.17	255	-	\$20.03	06/27/2023
Specialist, Documents	S-11.15	255	5	-	06/27/2023
Specialist, Locks and Hardware Systems	S-11.53	255	-	\$25.19	02/23/2021
Specialist, Stock Control	S-11.11	255	5	-	08/22/2023
Specialist, Turf	C-56.22	255	-	\$17.93	05/09/2023
Technician, Chillwater and HVAC	T-6.06	255	-	\$29.26	06/27/2023
Technician, Commercial Food Service Equipment	C-56.24	255	-	\$18.81	06/27/2023
Technician, Electronics (Field Service)	T-6.05	255	-	\$26.74	06/27/2023
Technician, Energy Systems	T-6.08	255	-	\$25.55	06/27/2023
Technician, Pest Control	T-6.02	255	-	\$18.33	06/27/2023
Utility Worker/Trades Helper	C-56.19	255	-	\$ 16.20	06/27/2023
Welder/Sheetmetal Fabricator	C-56.21	255	-	\$22.33	06/27/2023
Worker, Sites	S-6.01	255	-	\$ 16.20	06/27/2023
OPERATIONS					
Custodian	C-61.01	255	-	\$16.20	06/27/2023
Head Custodian	C-61.02	255	-	\$18.01	06/27/2023
SAFETY AND SECURITY					
Attendant, Safety and Security	A-11.04	187	-	\$16.20	06/27/2023
Specialist, Safety and Security	S-11.54	187, 255	-	\$16.20	06/27/2023
Technician, Security and Video Surveillance	T-6.17	255	8	-	06/27/2023
Technician, Service (Fire Equipment)	C-56.05	255	-	\$21.22	06/27/2023
SECRETARIAL/CLERICAL					
Clerk Specialist	C-16.01	255	-	\$16.95	06/27/2023
Clerk Typist	C-21.01	196, 216, 255	-	\$16.53	06/27/2023
Receptionist	R-1.01	255	-	\$16.20	06/27/2023
Secretary	S-1.02	206, 216, 255	5	-	06/27/2023
Secretary (School)	S-1.08	216, 255	5	-	06/27/2023
TRANSPORTATION SERVICES					
Clerk, Transportation (Stockroom)	C-11.10	255	-	\$17.93	02/09/2021
Dispatcher, Transportation Services	D-2.01	216, 255	7	-	06/27/2023
Mechanic	M-6.02	255	-	\$23.70	06/27/2023
Mechanic (Service)	M-6.03	255	-	\$19.90	06/27/2023

Operator, School Bus	D-26.02	186	-	\$18.90	06/27/2023
Specialist, Transportation (Automation)	S-11.06	255	8	-	02/23/2021
Specialist, Transportation (Data)	S-11.31	255	5	-	06/27/2023
Specialist, Transportation (Routes)	S-11.09	255	-	\$19.80	02/23/2021
Trainer, Transportation (Safety)	T-16.02	186	7	-	06/27/2023
Transportation Support	A-11.01	186	3	-	06/27/2023

SPALC UNIFORM AND SHOE SCHEDULE

Position	JDE	Uniforms P=Purchased L=Leased	Shoes S=Safety Shoes
Assistant Manager, Food and Nutrition Services	A-31.01	P	Sx2
Assistant Manager, Healthy Living Lab	A-31.02	P	Sx2
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	P	-
Assistant Supervisor, Printing	A-11.47	P	-
Assistant Supervisor, Maintenance (Crafts)	A-46.03	P	S
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	P	S
Assistant Supervisor, Maintenance (Grounds)	A-46.09	P	S
Assistant Supervisor, Maintenance (HVAC)	A-46.05	L	S
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	P	S
Assistant Supervisor, Maintenance (Painting)	A-46.07	L	S
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	L	S
Assistant Supervisor, Maintenance (Sites)	A-46.10	P	S
Attendant, Safety and Security	A-11.04	P	-
Attendant, School Bus	A-11.01	P	-
Carpenter	C-56.03	P	S
Clerk, Transportation (Stockroom)	C-11.10	L	S
Courier	C-52.01	P	-
Custodian	C-61.01	P	-
Electrician	C-56.04	P	S
Glazier	C-56.06	P	S
Head Custodian	C-61.02	P	-
Helper, Electrician	C-56.27	P	S
Helper, Mechanic, HVAC and Refrigeration	C-56.28	P	S
Locksmith	C-56.07	P	S
Manager, Food and Nutrition Services (Intern)	M-1.03	P	Sx2
Mason	C-56.08	L	S
Mechanic	M-6.02	L	S
Mechanic, Generator	M-6.05	L	S
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	L	S
Mechanic, Refrigeration	C-56.29	L	S
Mechanic (Service)	M-6.03	L	S
Millwright/Machinist	C-56.11	L	S
Monitor, School Bus	A-11.06	P	-
Operator, Equipment	C-56.26	L	S
Operator, School Bus	D-26.02	P	-
Operator, Snack Bar	O-1.06	P	S
Painter	C-56.14	L	S

Plumber	C-56.15	L	S
Printer	P-17.01	P	S
Roofer	C-56.17	P	S
Specialist, Bindery	O-1.11	P	-
Specialist, Bindery (Senior)	O-1.12	P	-
Specialist, Locks and Hardware Systems	S-11.53	P	S
Specialist, Safety and Security	S-11.54	P	-
Specialist, Stock Control	S-11.11	P	S
Specialist, Turf	C-56.22	L	S
Technician, Chillwater and HVAC	T-6.06	L	S
Technician, Commercial Food Service Equipment	C-56.24	L	S
Technician, Electronics (Field Service)	T-6.05	P	S
Technician, Energy Systems	T-6.08	P	S
Technician, Field Support	T-6.15	P	-
Technician, Pest Control	T-6.02	P	S
Technician, Security and Video Surveillance	T-6.17	P	S
Technician, Service (Fire Equipment)	C-56.05	P	S
Trainer, Transportation (Safety)	T-16.02	P	-
Utility Worker/Trades Helper	C-56.19	L	S
Welder/Sheetmetal Fabricator	C-56.21	L	S
Worker, Food and Nutrition Services	F-1.04	P	Sx2
Worker, Food and Nutrition Services (Traveling)	F-1.05	P	Sx2
Worker, Sites	S-6.01	P	S

SPALC LUNCH PERIOD

Position	JDE	Scheduled Hours	Worked Hous	Lunch Period	Total Paid Hours
ACADEMIC SERVICES					
Assistant, Clinic	A-11.05	7.0	6.5	0.5	Paid 7.0
Assistant, Speech-Language Pathology	S-12.01	7.0	6.5	0.5	Paid 7.0
Attendant, Cafeteria	A-11.03	7.0	6.5	0.5	Paid 7.0
Attendant, Child Care	C-8.01	7.0	6.5	0.5	Paid 7.0
Braillist	H-11.07	7.0	6.5	0.5	Paid 7.0
Enviromental Education Support	H-11.01	7.0	6.5	0.5	Paid 7.0
Interpreter (Deaf and Hard of Hearing)	H-11.03	7.0	6.5	0.5	Paid 7.0
Instructional Support	A-11.02	7.0	6.5	0.5	Paid 7.0
Licensed Practical Nurse	N-1.02	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood	P-1.04	7.0	6.5	0.5	Paid 7.0
Specialist, Early Childhood (Senior)	P-1.01	7.0	6.5	0.5	Paid 7.0
Specialist, Early Childhood (Family Advocate)	S-8.01	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood (Family Services)	S-8.04	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood (Parent Educator)	S-11.76	8.0	7.5	0.5	Paid 8.0
Specialist, Enrollment (District)	S-11.52	8.0	7.5	0.5	Paid 8.0
Specialist, Family-Community Engagement	S-11.43	8.0	7.5	0.5	Paid 8.0
Specialist, Information (Elementary)	S-11.28	8.0	7.5	0.5	Paid 8.0
Specialist, Information (Secondary)	S-11.29	8.0	7.5	0.5	Paid 8.0
Specialist, Job Coach	S-11.45	7.0	6.5	0.5	Paid 7.0
Specialist, Student Services (ESOL Compliance)	S-11.74	8.0	7.5	0.5	Paid 8.0
Specialist, Student Services (Title I and Migrant)	S-11.64	8.0	7.5	0.5	Paid 8.0
Specialist, Support	S-11.30	8.0	7.5	0.5	Paid 8.0
Technician, Registered Behavior	H-11.09	7.0	6.5	0.5	Paid 7.0
Technician, Social Communication	H-11.11	7.0	6.5	0.5	Paid 7.0
BUSINESS SERVICES					
Analyst, Procurement Services	A-6.02	8.0	7.5	0.5	Paid 8.0
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	8.5	8.0	0.5	Unpaid 8.0
Assistant Supervisor, Printing	A-11.47	8.5	8.0	0.5	Unpaid 8.0
Bookkeeper	B-1.01	8.0	7.5	0.5	Paid 8.0
Clerk, Inventory	C-11.03	8.0	7.5	0.5	Paid 8.0
Courier	C-52.01	8.5	8.0	0.5	Unpaid 8.0
Operator, Snack Bar	O-1.06	8.5	8.0	0.5	Unpaid 8.0
Printer	P-17.01	8.5	8.0	0.5	Unpaid 8.0
Specialist, Accounting	C-11.07	8.0	7.5	0.5	Paid 8.0
Specialist, Accounting (Senior)	S-11.14	8.0	7.5	0.5	Paid 8.0
Specialist, Bindery	O-1.11	8.5	8.0	0.5	Unpaid 8.0
Specialist, Bindery (Senior)	O-1.12	8.5	8.0	0.5	Unpaid 8.0
Specialist, Inventory	S-11.01	8.0	7.5	0.5	Paid 8.0
Specialist, Procurement Services	S-11.32	8.0	7.5	0.5	Paid 8.0
COMMUNICATIONS					
Specialist, Multimedia Communications	S-11.12	8.5	8.0	0.5	Unpaid 8.0
Specialist, Multimedia Promotions	V-2.01	8.5	8.0	0.5	Unpaid 8.0
FOOD AND NUTRITION SERVICES					
Assistant Manager, Food and Nutrition Services	A-31.01	8.5	8.0	0.5	Unpaid 8.0
Assistant Manager, Environmental Education and School Garden	A-31.02	8.5	8.0	0.5	Unpaid 8.0
Manager, Food and Nutrition Services (Intern)	M-1.03	7.5	7.0	0.5	Unpaid 7.0
		2.0	2.0	N/A	N/A 2.0
		4.5	4.0	0.5	Unpaid 4.0

Worker, Food and Nutrition Services	F-1.04	5.5	5.0	0.5	Unpaid	5.0
		6.5	6.0	0.5	Unpaid	6.0
		7.5	7.0	0.5	Unpaid	7.0
Worker, Food and Nutrition Services (Traveling)	F-1.05	6.5	6.0	0.5	Unpaid	6.0
		7.0	6.5	0.5	Unpaid	6.5
INFORMATION SYSTEMS						
Specialist, Technical Support	S-11.21	8.0	7.5	0.5	Paid	8.0
Technician, Field Support	T-6.15	8.5	8	0.5	Unpaid	8.0
MAINTENANCE SERVICES						
Assistant Supervisor, Maintenance (Crafts)	A-46.03	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Grounds)	A-46.09	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Painting)	A-46.07	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	8.5	8.0	0.5	Unpaid	8.0
Assistant Supervisor, Maintenance (Sites)	A-46.10	8.5	8.0	0.5	Unpaid	8.0
Carpenter	C-56.03	8.5	8.0	0.5	Unpaid	8.0
Electrician	C-56.04	8.5	8.0	0.5	Unpaid	8.0
Glazier	C-56.06	8.5	8.0	0.5	Unpaid	8.0
Helper, Electrician	C-56.27	8.5	8.0	0.5	Unpaid	8.0
Helper, Mechanic HVAC and Refrigeration	C-56.28	8.5	8.0	0.5	Unpaid	8.0
Locksmith	C-56.07	8.5	8.0	0.5	Unpaid	8.0
Mason	C-56.08	8.5	8.0	0.5	Unpaid	8.0
Mechanic, Generator	M-6.05	8.5	8.0	0.5	Unpaid	8.0
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	8.5	8.0	0.5	Unpaid	8.0
Mechanic, Refrigeration	C-56.29	8.5	8.0	0.5	Unpaid	8.0
Millwright/Machinist	C-56.11	8.5	8.0	0.5	Unpaid	8.0
Operator, Equipment	C-56.26	8.5	8.0	0.5	Unpaid	8.0
Painter	C-56.14	8.5	8.0	0.5	Unpaid	8.0
Plumber	C-56.15	8.5	8.0	0.5	Unpaid	8.0
Roofer	C-56.17	8.5	8.0	0.5	Unpaid	8.0
Specialist, Documents	S-11.15	8.5	8.0	0.5	Unpaid	8.0
Specialist, Locks and Hardware Systems	S-11.53	8.5	8.0	0.5	Unpaid	8.0
Specialist, Stock Control	S-11.11	8.5	8.0	0.5	Unpaid	8.0
Specialist, Turf	C-56.22	8.5	8.0	0.5	Unpaid	8.0
Technician, Chillwater and HVAC	T-6.06	8.5	8.0	0.5	Unpaid	8.0
Technician, Commercial Food Service Equipment	C-56.24	8.5	8.0	0.5	Unpaid	8.0
Technician, Electronics (Field Service)	T-6.05	8.5	8.0	0.5	Unpaid	8.0
Technician, Energy Systems	T-6.08	8.5	8.0	0.5	Unpaid	8.0
Technician, Pest Control	T-6.02	8.5	8.0	0.5	Unpaid	8.0
Utility Worker/Trades Helper	C-56.19	8.5	8.0	0.5	Unpaid	8.0
Welder/Sheet Metal Fabricator	C-56.21	8.5	8.0	0.5	Unpaid	8.0
Worker, Sites	S-6.01	8.5	8.0	0.5	Unpaid	8.0
OPERATIONS						
Custodian	C-61.01	8.0	7.5	0.5	Paid	8.0
Head Custodian	C-61.02	8.0	7.5	0.5	Paid	8.0
SAFETY AND SECURITY						
Attendant, Safety and Security	A-11.04	7.0	6.5	0.5	Paid	7.0
Specialist, Safety and Security	S-11.54	8.0	7.5	0.5	Paid	8.0
Technician, Security and Video Surveillance	T-6.17	8.5	8.0	0.5	Unpaid	8.0
Technician, Service (Fire Equipment)	C-56.05	8.5	8.0	0.5	Unpaid	8.0
SECRETARIAL/CLERICAL						

Clerk Specialist	C-16.01	8.0	7.5	0.5	Paid	8.0
Clerk Typist	C-21.01	8.0	7.5	0.5	Paid	8.0
Receptionist	R-1.01	8.0	7.5	0.5	Paid	8.0
Secretary	S-1.02	8.0	7.5	0.5	Paid	8.0
Secretary (School)	S-1.08	8.0	7.5	0.5	Paid	8.0
TRANSPORTATION SERVICES						
Clerk, Transportation (Stockroom)	C-11.10	8.5	8.0	0.5	Unpaid	8.0
Dispatcher, Transportation Services	D-2.01	8.5	8.0	0.5	Unpaid	8.0
Mechanic	M-6.02	8.5	8.0	0.5	Unpaid	8.0
Mechanic (Service)	M-6.03	8.5	8.0	0.5	Unpaid	8.0
Operator, School Bus	D-26.02	7.5	7.0	Split Shift	Unpaid	7.0
Specialist, Transportation (Automation)	S-11.06	8.5	8.0	0.5	Unpaid	8.0
Specialist, Transportation (Data)	S-11.31	8.5	8.0	0.5	Unpaid	8.0
Specialist, Transportation (Routes)	S-11.09	8.5	8.0	0.5	Unpaid	8.0
Trainer, Transportation (Safety)	T-16.02	7.5	7.0	Split Shift	Unpaid	7.0
Transportation Support	A-11.01	6.5	6.0	Split Shift	Unpaid	6.0

FY24 SPALC PAY SCALE																
Pay 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	Step 99
3	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99
4	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71
5	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55
6	\$17.16	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56
7	\$18.58	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77
8	\$20.14	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18
9	\$21.85	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82
10	\$23.73	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72
11	\$25.77	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72	\$36.73	\$37.76	\$38.87
12	\$28.00	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72	\$36.73	\$37.76	\$38.87	\$39.96	\$41.12	\$42.29

TEMPORARY REASSIGNMENT MATRIX

1. **Food Services:** For employees in Food Services, the Temporary Reassignment Matrix below will apply.

	Worker	Traveling	Intern	Asst. Manager	Manager
Worker to...	EE Base Rate	1.10 x EE Base Rate	1.30 x EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Traveling to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate	1.20 x EE Base Rate	1.40 x EE Base Rate
Intern to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.20 x EE Base Rate
Asst. Manager to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

2. **Maintenance:** For employees in Maintenance, the Temporary Reassignment Matrix below will apply. Exceptions to the Matrix are listed below.

	Trade Worker	Asst. Supervisor	Supervisor
Trade Worker to...	EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Asst. Supervisor to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

3. Maintenance Exceptions:

- a. HVAC Mechanic to HVAC Technician: 1.15 x EE Base Rate
- b. Locksmith to Locksmith/Hardware Systems: 1.10 x EE Base Rate
- c. Utility Worker to Trade Worker: Market Rate, as determined by the market Rate Salary Schedule, for the Trade Worker position filled.

4. Custodial: For Custodial employees, the Temporary Reassignment Matrix below will apply.

	Custodian	Head Custodian	Building Supervisor
Custodian to...	EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Head Custodian to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

5. Other Temporary Reassignments (Not Listed): For temporary reassignments not listed, the following will apply:

- a. **Market Rate to Market Rate:** Unless otherwise stated, the employee will receive the Market Rate for the position in which duties are performed.
- b. **Market Rate to Grade/Step:** Unless otherwise stated, the employee will receive payment at Step 4 for the Grade of the position in which duties are performed.
- c. **Grade/Step to Grade/Step:** Unless otherwise stated, the employee will receive payment in a manner consistent with Article 5.05(2).
- d. **Grade/Step to Market Rate:** Unless otherwise stated, the employee will receive the Market Rate for the position in which duties are performed.