

SPALC

FY22 TENTATIVE AGREEMENT

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



FY22 (2021-2022 SCHOOL YEAR)

FY23 (2022-2023 SCHOOL YEAR)

FY24 (2023-2024 SCHOOL YEAR)

MARCH 2022

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PREAMBLE

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

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

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 his 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.

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ARTICLE 1 –PARTIES TO AGREEMENT

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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~~~~Acceptance, Duration, and Reopening~~).

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 Meetings:** The Association President or their designee shall have the right to attend
44 School 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
46 District for the wages of the Association employee who attends a Board meeting during working hours.

1
2 **(4) Posting:** The Association shall have the privilege of posting notices concerning Association business on
3 bulletin board space not less than 24" x 36" exclusively assigned to the Association by the principal or
4 supervisor. The Association shall be given a list of the location of each bulletin board space and be informed
5 of any intended changes. The Association shall provide a copy of each notice to the principal or supervisor
6 prior to each posting.
7

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

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

26 **(7) Association Leave:**

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

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

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

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

48 **(a) Business Necessity:** In accordance with Florida Statute 119, sharing of confidential information

1 may only occur under certain circumstances that are related to a business necessity. The District
2 recognizes that such a business necessity exists as it relates to the Association's fulfillment of its
3 duties under Florida Statute 447.

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

10 ~~**(8) Public Records:** Upon written request, the Board shall furnish the Association with other public~~
11 ~~records. Inspection, examination and the cost of duplication of such public records shall be in accordance~~
12 ~~with Board Policy and Chapter 119, Florida Statute.~~

13 ~~**(a) New Hires:** The Board will furnish the Association a list of all new employees hired each month.~~
14 ~~Such information shall include the employee's name, date of hire, department and job classification.~~
15 ~~The Association shall pay the Board actual cost thereof.~~

16 ~~**(b) New Employee Orientation:** A video featuring SPALC will be shown at all New Employee~~
17 ~~Orientations and available at other meetings.~~

18
19 **(9) Consultation:** The Association may request meetings with management for the purpose of discussing
20 issues of mutual concern. The request must be in writing and include items to be discussed.
21 Management shall respond to such requests within five (5) days. Any written agreements resulting from
22 such meeting shall be ratified by the appropriate governing body of the Association and the School Board
23 or its designee.

24
25 **(10) Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this
26 Agreement to the Association for every 20 employees governed by the Agreement within 30 days after a
27 print ready draft is approved by the parties. The Board further agrees to provide access to the Agreement
28 from the home page of the District's Website and to provide computer access to employees in the unit
29 for the purpose of reviewing the Agreement.

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

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.

4.02 – JURISDICTION

4
5
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.

4.03 - FILING

34
35
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.

(a) Time Limits:

39
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
46 as days that the District office is open for business.

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

7 **4.04 - HEARINGS**

8

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

23 **(2) Formal Grievance**

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

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

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

1
2 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private and
3 shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be in public.
4

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

10 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the supervisor
11 delivers the written disposition to the grievant if hand delivered in person; or the date of postmark in those
12 instances where delivery is by mail; or the date upon which the document is faxed to the grievant or their
13 representative; or the date upon which the document is delivered by electronic mail to the grievant or their
14 representative.
15

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

18 **(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 1.

(1) Employees Under Investigation: Employees with school or site based disciplinary investigations pending on or after May 1, 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 1 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.

(2) Seniority List: The Superintendent agrees to provide the President of the Association a current seniority

list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include only position titles listed in the salary schedule in Appendix C of this Agreement.

(3) Seniority of Transportation Employees [14.01(1)]

(a) Bus Operators: The operator seniority list dated August 31, 2000, shall be retained for the purposes of future bidding. Contract employees hired after August 31, 2000 will be added as follows: **[14.01(1)(a)]**

(1) Regular Bus Operator: The most recent date that the operator goes to work as a regular or Unassigned Regular (UAR) employee shall be the seniority date. The drawing of lots in the presence of union representatives will break ties in seniority. **[14.01(1)(a)(1)]**

(2) Substitute Bus Operator: Substitute bus operators trained but not assigned shall have as their seniority date the date that the employee accepts the sub-operator's contract. They shall be assigned as vacancies occur. If the bus operator elects to reject the appointment to a regular position, they will not be offered another appointment until such time as all others on the list have been given one opportunity to accept a regular appointment. **[14.01(1)(a)(2)]**

(3) Transportation Employees: Transportation Department employees who become trained as bus operators will move to the top of the substitute list. **[14.01(1)(a)(3)]**

(4) ESE Status: Drivers who qualify for Exceptional Student Education (ESE) routes shall be identified as such with the letter "S" following their seniority numbers. **[14.01(1)(a)(4)]**

(5) Current Employees: Current employees who are not employed as bus operators in the Transportation Department may be transferred to the Transportation Department without serving as a substitute, if they meet all other eligibility requirements and a vacancy exists. An eligible transferred employee's seniority date shall be the date of the personnel action form (PAF) which reflects the Transportation Department's recommendation for transfer to the Superintendent. **[14.01(1)(a)(5)]**

(6) Rehires: An operator who is rehired must meet all eligibility requirements, and accept reappointment as an UAR bus operator. **[14.01(1)(a)(6)]**

(b) Bus Attendants and Bus Monitors: The date of the initial appointment as a regular bus attendant or bus monitor shall be the same as the bus attendant or bus monitor seniority date. Substitute bus attendants' or bus monitors' seniority will be determined in the same manner as substitute bus operators. Bus attendants and bus monitors will be on separate seniority lists by classification for purposes of bidding. For Summer School bidding, Monitors trained as ESE attendants will be combined with the attendant's seniority list. **[14.01(1)(b)]**

(1) Rehires: A bus attendant or bus monitor who is rehired must meet all eligibility requirements and accept reappointment as a substitute. **[14.01(1)(b)(1)]**

(2) Current Employees: Current employees who are not employed as bus attendants or bus monitors and who apply and are recommended may be appointed to that position without serving as a substitute if they meet all other eligibility requirements. **[14.01(1)(b)(2)]**

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

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5.03-- TRANSFER

1 **(1) Voluntary**

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

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

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

8 **(d) Conflicts**

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

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

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

18
19 **(2) Involuntary:** Involuntary transfers may occur in response to financial needs, student needs, discipline,
20 resolution of work place civility concerns, and conflicts of interest.

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

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

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

30 **(d) Notice**

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

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

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

47 **(f) Process**

48 **(1) Voluntary:** Prior to determining involuntary transfers, employees shall be given an

1 opportunity to volunteer.

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

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

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

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

10 **(6) Employee Refusal:** Should an employee refuse to accept an assignment substantially
11 equal to their current assignment, said refusal shall constitute a resignation by the
12 employee.
13

14 **(3) Reassignment:** A reassignment of duties at the same school or site is not a transfer.
15

16 **5.04 –REDUCTION IN FORCE:** The Board will determine the classification by departments and schools
17 to be reduced. The Board will notify the Association in advance of any reduction-in-force or reduction in
18 hours action. Employees will be laid off or reduced in hours in the inverse order of their seniority in the
19 District. Employees who are laid off, surplusd, or reduced in hours may fill a vacant position, if qualified.
20

21 **(1) Recall**

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

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

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

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

33 **(e) Seniority:** Employees with the greatest seniority in that classification shall be recalled first.
34

35 **5.05 – ASSIGNMENT OF DUTIES**
36

37 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions for those jobs
38 in the bargaining unit as it deems necessary. Human Resources will provide the Association copies of new
39 or revised job descriptions through the SPALC Labor/Management Committee and afford the Association
40 an adequate opportunity to review and provide written feedback prior to implementation. The role of the
41 Association in this regard will be advisory in nature. All job descriptions shall be posted on the Human
42 Resources section of the District website. The job descriptions shall list the required qualifications as
43 completely as possible. Every job duty in a job description need not always be specifically described, and
44 any omission does not preclude the required performance of all duties that are job related.

45 **(a) Regular Review:** The District agrees to review job descriptions to ensure that an accurate
46 reflection of performance expectations is maintained. The SPALC Labor/Management Committee
47 will review proposed changes in job descriptions prior to placement of these proposed changes on

1 the Board agenda. The SPALC Labor/Management Committee will recommend job groups for
2 consideration in the establishment of career advancement paths.

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

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

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

10
11 **(2) Temporary Reassignment:** If an employee is assigned to perform all the essential functions and duties
12 of a position in a pay grade higher than the employee's regular pay grade the employee shall be paid at
13 the higher pay grade. Any suspected abuse of the temporary assignment article or unfair assignment of
14 opportunities for short term assignment practices will be referred to the SPALC Labor/Management
15 Committee.

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

20
21 **(3) Temporary Duty:** Upon the approval of the supervisor, an employee may be assigned to be temporarily
22 away from their regular duties and/or place of employment for the purpose of performing other job-related
23 services, including but not limited to participation in surveys, professional meetings, study courses,
24 workshops, professional organization meetings and similar services of direct and long-term benefit to the
25 work group.

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

28
29 **(4) Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no
30 additional duties shall be distributed to other employees unless comparable duties are specified by the
31 principal, supervisor or designee as duties not to be completed.

32
33 **(5) Interns:** Interns may be identified as needed for the efficient operation of the school system and to
34 provide advancement opportunities for employees. At the end of the internship, employees not promoted
35 to positions in which the internship was served shall be returned to a position 46 comparable to the position
36 held prior to serving the internship.

37
38 **(6) Satellite Work Sites:** In departments where zones, regions or satellite work sites are established,
39 employee preferences by seniority will be considered. The Superintendent reserves the right to assign
40 employees as needed. Bidding procedures shall be established through labor/management meetings in
41 each department affected.

42
43 **(7) Subcontracting:** The District agrees to utilize subcontractors only for a specific need or in case of an
44 emergency.

45
46 **(8) Assignment of Duties for Transportation Employees**

47 **(a) Route/Time/Mileage (RTM) Report:** A copy of the route, time and mileage sheets shall be
48 given to the attendant/monitor anytime one is submitted to the driver of their bus. **[14.01(2)]**

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1 **(b) Field Trips [14.01(3)]**

2 **(1) Trip Eligibility [14.01(3)(a)]**

3 **(a) Sign-Up:** To be eligible for Field Trips an employee must notify the
4 Transportation Department in writing on the form provided by the District, prior to
5 the first day of school of their availability for Field Trips. Employees who become
6 eligible or request assignments or reinstatement after the first day of school, shall
7 be added to the end of the list. [14.01(3)(a)(1)]

8 **(b) Out-of-County Trips:** To be eligible for out-of-county trips, employees must
9 complete one full calendar year of employment as a bus operator, attendant or a
10 monitor to work field trips. When requested by the employee in writing, time
11 worked in excess of one-half year or five (5) months as a substitute will be counted
12 toward eligibility. [14.01(3)(a)(2)]

13 **(c) Removal from List [14.01(3)(a)(3)]**

14 **(1) Written Request:** Upon written request by the employee to the
15 Transportation Department, an employee's name be withdrawn from the
16 list of field trip eligible employees. When an employee withdraws their
17 name from the trip list, they may not resume trip eligibility for three (3)
18 months and then only upon written request. [14.01(3)(a)(3)(a)]

19 **(2) Third Rejection:** Employees shall be removed from the trip roster for
20 the remainder of the school year after the third rejection of a field trip
21 within a single school year. [14.01(3)(a)(3)(b)]

22 **(3) Failure to Appear:** If an employee fails to appear for a scheduled trip
23 without providing notice 24 hours prior to the trip, the employee may be
24 removed from the trip roster for the remainder of the school year and be
25 subject to further discipline. [14.01(3)(a)(3)(c)]

26 **(4) Student Abandonment:** If an employee abandons students while on
27 a trip, the employee shall be removed from the trip roster and be subject
28 to disciplinary action up to and including termination. [14.01(3)(a)(3)(d)]

29 **(2) Trip Assignment:** Trips will be assigned on the basis of seniority, parking location, and
30 availability as listed below. [14.01(3)(b)]

31 **(a) Types:** Field trips will be classified into three (3) categories: "Hurricanes/Other
32 Emergencies", "Short Notice Trips", and "All Other Trips". [14.01(3)(b)(1)]

33 **(b) Procedure:** The procedure for assignment shall be as follows: [14.01(3)(b)(2)]

34 **(1) Employee Availability:** Employee availability is defined as follows:
35 [14.01(3)(b)(2)(a)]

36 **(a) Normally Assigned Route:** Trip assignment to an eligible
37 employee would not jeopardize the on-time arrival of the
38 employee's normally assigned bus route as determined by the
39 Executive Director of Transportation or designee.
40 [14.01(3)(b)(2)(a)(1)]

41 **(b) Trip Arrival/Departure:** Trip assignment to an eligible
42 employee would not jeopardize the on-time arrival and departure
43 time of the assigned field trip bus as determined by the Executive
44 Director of Transportation or designee. [14.01(3)(b)(2)(a)(2)]

45 **(2) Employee Absence:** Field trips missed by an employee due to an
46 authorized absence will not cause the employee to miss their or her turn.
47 That employee will be offered the next available field trip, however, no
48 employee will be allowed to bank trips. [14.01(3)(b)(2)(b)]

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

5 **[14.01(3)(b)(2)(c)]**

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

9 **[14.01(3)(b)(2)(d)]**

10 (5) **Weekend or Remote Location:** Weekend or remote location trips, up
11 to four hours per day, may be assigned to the same employee. These trips
12 shall be counted as one trip. **[14.01(3)(b)(2)(e)]**

13 (3) **Shuttling:** While on field trips, employees may be required to shuttle between schools.
14 Rest periods will be as the field trip schedule permits. After four (4) continuous hours of
15 shuttling, the employee will be entitled to a thirty (30) minute rest period. If an employee
16 is not available at the needed time for a trip, another employee can be asked to shuttle
17 part or all of the trip. **[14.01(3)(c)]**

18 (c) **Bus Operator Shortage:** Field trips will not be assigned by the Transportation Department to
19 other employees or to outside vendors unless one or more of the following conditions apply:
20 **[14.01(4)]**

21 (1) **Funding:** Funding source for field trip is outside the state funded district operational
22 budget (e.g. internal funds, donations, cooperative organization funds). **[14.01(4)(a)]**

23 (2) **Field Trip:** Field trip destination is outside the nine-county internal field trip zone of
24 Collier, Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota
25 County. **[14.01(4)(b)]**

26 (3) **Employee Availability:** Bus employee is unavailable. Bus employee availability is
27 defined as follows: **[14.01(4)(c)]**

28 (a) **Normally Assigned Route:** Trip assignment to an eligible employee would not
29 jeopardize the on-time arrival of the employee's normally assigned bus route as
30 determined by the Zone Director of Transportation or designee. **[14.01(4)(c)(1)]**

31 (b) **Trip Arrival/Departure:** Trip assignment to an eligible employee would not
32 jeopardize the on-time arrival and departure time of the assigned field trip bus as
33 determined by the Director of Transportation or designee. **[14.01(4)(c)(2)]**

34 (4) **Outside Vendors:** If any of the above conditions apply, the District reserves the right
35 to utilize other employees or outside vendors for field trips. Bus employees assigned to an
36 out-of-county trip canceled one week or less prior to the day of the trip, due to the use of
37 an outside vendor, shall be compensated for two (2) hours and shall be placed at the top
38 of the trip list. **[14.01(4)(d)]**

39 (d) **Bus Attendant Shortage:** A shortage of bus attendants shall be resolved in the following
40 manner: **[14.01(5)]**

41 (1) **Priority Order:** A priority order for the assignment of bus attendants shall be
42 established with input from the ESE Department. Students requiring bus attendants in their
43 IEP will be served first. **[14.01(5)(a)]**

44 (2) **Bus Monitors:** Bus monitors shall be assigned as bus attendants when necessary.
45 **[14.01(5)(b)]**

46 (3) **Other Transportation Employees:** Other Transportation employees may be assigned
47 as bus attendants in an emergency. **[14.01(5)(c)]**

48 (4) **Emergency Plan:** An emergency plan will be developed to allow students on buses

1 without bus attendants to be picked up by other buses. [14.01(5)(d)]

2 **(5) Parent Phone Call:** Parents will be called by the Transportation Department and be
3 given the option of driving their own children if a bus attendant is required on their child's
4 IEP and no bus attendant is available. [14.01(5)(e)]

5 **(6) Wheelchairs:** Wheelchair buses may be scheduled late if no bus attendant is available.
6 [14.01(5)(f)]

7 **(7) School-based Support Staff:** Classroom assistants and helping teachers will not
8 replace bus attendants or bus monitors on buses. [14.01(5)(g)]

9 **(e) Route and Zone Bidding: [14.01(6)]**

10 **(1) Regular School Year Routes:** Route bidding for all regular school year routes shall
11 occur annually no earlier than one week prior to preschool and no later than the last day of
12 the preschool training period. Only regular bus operators have the right to bid on any
13 regular route and the designated parking area of a route may not be changed. Special
14 education routes will be offered to operators and attendants who qualify by experience or
15 training as determined by the Transportation Department. Bus Monitors and Bus Attendants
16 have the right to bid on zones during the regular school year. [14.01(6)(a)]

17 **(2) Route Posting:** Descriptions of all routes will be posted at a designated location at least
18 forty (40) work hours prior to the beginning of the bidding procedure. [14.01(6)(b)]

19 **(3) Route Listings [14.01(6)(c)]**

20 **(a) Assigned Duties:** Routes shall be listed by: [14.01(6)(c)(1)]

21 **(1) Estimated Route Time:** Estimated route time (Up to a maximum of 8
22 hours per day. If there is a possibility of scheduled overtime, more than 40
23 hours per week, it will be noted on the bid sheet). [14.01(6)(c)(1)(a)]

24 **(2) Bus Information:** Bus number and type of bus. [14.01(6)(c)(1)(b)]

25 **(3) Bus Location:** Bus parking locations as determined by Transportation
26 Department Administration. [14.01(6)(c)(1)(c)]

27 **(4) School Information:** Schools served. [14.01(6)(c)(1)(d)]

28 **(5) Route Start and End Time:** Approximate beginning and ending time.
29 [14.01(6)(c)(1)(e)]

30 **(6) ESE Status:** Special education. [14.01(6)(c)(1)(f)]

31 **(b) Additional Assigned Duties:** Routes will include any permanently assigned
32 standby time, intramural runs, activity runs, route preparation, swim team runs,
33 discipline runs and any other additional duties permanently assigned.
34 [14.01(6)(c)(2)]

35 **(4) Personal Transportation:** All employees must furnish their own transportation to the
36 original bus departure point. [14.01(6)(d)]

37 **(5) Bidding Process:** Employees will receive written notification of their assigned seniority
38 number, along with the time and date to select their routes. Employees who do not appear
39 during their assigned time may select a route at the end of the specified time block during
40 which they appear. Any employee who does not appear will be assigned an available route
41 at the conclusion of the bidding process. [14.01(6)(e)]

42 **(6) Proxy Bidding:** An employee who is unable to attend the route bidding on the specified
43 day or time may execute a proxy. The proxy must be presented at the employee's assigned
44 time and place for bidding. [14.01(6)(f)]

45 **(7) Master List:** As routes are filled during the bidding, the name of the employee who
46 elects the route will be placed on the master list, so that employees who have yet to bid will
47 know which routes are available. [14.01(6)(g)]

48 **(8) Vacant Routes:** Routes that are created or become vacant after all bidding is completed

1 shall be filled in the following order: **[14.01(6)(h)]**

2 **(a) Unbundling Routes:** "Unbundling," if possible, those routes (by school – not
3 by stop) and redistributing the schools to other drivers based on availability and
4 seniority. If the route in question is an ESE route, the bus attendant will retain their
5 initial RTM (route/time/mileage). **[14.01(6)(h)(1)]**

6 **(b) Splitting Routes:** When a route is split, the senior employee is given first choice
7 between the two new routes created. **[14.01(6)(h)(2)]**

8 **(c) Rebidding Routes:** Rebidding vacancies as they occur if the RTM is greater
9 than or equal to the guaranteed minimum hours. Assign remaining openings from
10 the substitute list, if less than the guaranteed minimum hours. **[14.01(6)(h)(3)]**

11 **(d) Eliminating Routes:** When a bus route is eliminated, the bus employee will
12 become an UAR operator or an unassigned attendant until they bid an available
13 route. **[14.01(6)(h)(4)]**

14 **(9) Rebidding Process:** All applicable requirements of Article 14.01(6) apply during the
15 rebidding process. The rebidding process shall be as follows: **[14.01(6)(i)]**

16 **(a) Route Posting:** Descriptions of all routes to be rebid will be posted at a
17 designated location at least forty (40) work hours prior to the beginning of the
18 rebidding process. **[14.01(6)(i)(1)]**

19 **(b) Rebidding Location:** The designated location of the rebidding process will be
20 posted with the route descriptions to be rebid. **[14.01(6)(i)(2)]**

21 **(c) Proxy Bidding:** The employee or proxy must be present to participate in the
22 rebidding procedure. **[14.01(6)(i)(3)]**

23 **(d) Employee Responsibilities:** Employees must sign bids and cannot decline a
24 route once they have submitted a bid. **[14.01(6)(i)(4)]**

25 **(e) Management Responsibilities:** Representatives from Transportation
26 management, the department responsible for safety, and the Support Personnel
27 Association of Lee County shall be present during the rebidding process.
28 **[14.01(6)(i)(5)]**

29 **(f) Vacant Routes:** Routes of employees on long term leave (more than 6 calendar
30 weeks) route will be bid as vacant. When the employee returns to work, they will
31 be an UAR until they bid on another available route. **[14.01(6)(i)(6)]**

32 **(10) Route Adjustments:** Bus routes shall be bid as posted. Routes may be adjusted and
33 buses may be reassigned by Transportation administration or designee after bidding is
34 completed. Paid Route Time and Mileage (RTM) reduced during the first two pay periods
35 of the student year will not take effect until the third pay period. Thereafter, reductions in
36 paid time will only occur on the basis of every other pay period. If there is a necessary
37 reduction in the RTM, (in between the actionable pay periods), the reduced time will be
38 made up by the employee serving standby time to perform transportation-related duties.
39 If the bus employee chooses to waive the standby time the reduction in paid time will take
40 place immediately. **[14.01(6)(j)]**

41 **(11) Permanent Route Change:** When the supervisor determines that a permanent route
42 change is necessary, the bus employee(s) affected shall be consulted about the reasons for
43 the change, the new route and the pupil bus load before the change is made. Due to the
44 large number of changes during the first 15 days of school or under other emergency
45 circumstances, such consultation with the employee(s) may not be possible. The supervisor
46 shall then consider the employee's input and shall thereafter notify the employee the day a
47 change is confirmed. **[14.01(6)(k)]**

48 **(12) Summer School Routes:** Summer School Bidding shall follow the same rules as regular

1 bidding. Summer school route bidding will take place no earlier than two weeks prior to the
2 first day of summer school and no later than two days prior to the first day of summer
3 school. It will be held in an air-conditioned space. Last minute changes in routes shall be
4 posted prominently where all can see before bidding. There will be no supervisor
5 influencing of operators in the choice of routes. The rules of bidding shall be a topic of the
6 April Transportation Labor/Management Meeting. **[14.01(6)(l)]**

7 **(a) Bus Attendants and Bus Monitors:** Bus attendants and bus monitors have a
8 right to bid on summer routes if they are trained as ESE attendants. **[14.01(6)(l)(1)]**

9 **(b) Failure to Complete Summer School:** Employees who accept a summer run
10 and fail to complete their commitment to the School District will be ineligible for
11 the following year's summer school bidding. **[14.01(6)(l)(2)]**

12 **(c) Bidding Process:** Bus employees assigned who work during the regular school
13 year immediately preceding summer school, shall bid on summer routes prior to
14 transfer or new employees. **[14.01(6)(l)(3)]**

15 **(d) Sick Leave:** Sick leave shall be utilized as per Article 12.02. Within 30 days of
16 the end of summer school, employees ineligible for the next summer school
17 bidding will be notified. These employees will have thirty (30) days to appeal their
18 eligibility status with Transportation administration. **[14.01(6)(l)(4)]**

19 **(f) Light Duty:** Transportation employees placed on light duty may be assigned to other duties to
20 include gate duty where appropriate. **[14.01(7)]**

21 **(g) Assistance:** Transportation employees may request or be assigned additional training, ask
22 clarifying questions or seek assistance with routing concerns and/or student discipline (route/stop
23 adjustments) without fear of negative repercussions. **[14.01(8)]**

24
25 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as herein provided.

26
27 **(1) Advertising Vacancies:** A list of job openings shall be provided to Association representatives at each
28 work site upon request. Job openings shall also be posted on the District website for five (5) consecutive
29 work days prior to filling the position. Posted job openings shall include the beginning hourly rate.

30
31 **(2) Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority, work
32 experience and interview responses are superior, shall be offered the position.

33
34 **(3) Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition to the
35 approved job description expected of applicants shall be determined prior to considering any applicants for
36 a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to the extent that it would
37 create a new job classification or be equivalent to an existing job classification and job description.

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

40 **(b) Association Participation Request:** SPALC may request to have a member participate in the
41 process used to fill vacancies; however, management is under no obligation to permit the
42 participation of the SPALC member.

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

47
48 **(4) First Consideration:** Current employees of the District who apply shall be given first consideration prior

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1 to other applicants.

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

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

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

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

21
22 **(5) Summer School Vacancies:** Summer school vacancies will be posted and filled in accordance with Article
23 5.06 and are subject to job requirements and student needs. The District agrees to meet and consult
24 with SPALC representatives regarding the development of the Summer School handbook as it relates to
25 employment of SPALC members for summer school. Decisions regarding the development of the Summer
26 School handbook as related to filling summer school vacancies will be made in a collaborative manner
27 when possible.

28
29 **(6) Reclassification:** SPALC and the District entered into a Memorandum of Understanding (MOU) on
30 March 2, 2022 regarding the consolidation of Paraprofessional and Helping Teacher job descriptions and
31 the eventual development of a Career Ladder for instructional support staff. This change will be effective
32 July 1, 2022 and details related to implementation will continue to be discussed by the SPALC
33 Labor/Management Committee and communicated to impacted employees.

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34
35 **5.07 – AMERICANS WITH DISABILITIES ACT:** Any employee that believes that they have a disability under
36 the ADA may apply for a reasonable accommodation if the employee deems such an accommodation
37 necessary. The request will be reviewed pursuant to the District's ADA review process. The District's
38 application of the ADA review process shall be the sole issue under this article subject to the grievance
39 procedures as outlined in Article 4 of this agreement. The decision and/or outcome of the employee's
40 application or request shall not be the subject of a grievance as outlined in Article 4 of this agreement,
41 but may be appealed pursuant to the District's ADA review process. Information about the ADA, ADA
42 accommodation request forms, and ADA medical certification forms are posted on the District's website.

43 44 **5.08– WORKERS COMPENSATION**

45
46 **(1) Limited Duty:** Employees who have experienced a workers' compensation injury and who have been
47 evaluated and released by an approved physician as physically able to return to work with specific
48 limitations, will return to their job site upon written authorization by Insurance and Benefits Management.

1 Specific work limitation will be forwarded to the employee's supervisor from the treating physician. The
2 employee will remain in their job site, performing appropriate duties as identified by their supervisor for a
3 period of time agreed to by the employee and the work site supervisor. The employee will be evaluated by
4 their physician as necessary based on the course of treatment and, if not released for full duty, will be
5 returned for limited duty for a work period agreed to by the employee and the work site supervisor. At
6 the completion of the second work period, if the employee is not able to return to a full-duty status, he will
7 be evaluated by the physician, principal/supervisor and the Insurance and Benefits Management to
8 determine the employee's status. Alternatives such as returning to workers' compensation off-duty status,
9 continuation of limited duty assignments, Alternate Duty assignments, and/or other assignments will be
10 reviewed with the employee. If a period of limited duty exceeds six months the District will notify the
11 Association of the identity of the employee.

12

13 (2) Alternate Duty

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

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

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

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

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

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

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

48 **(h) Change in Training:** Employees who are unsuccessful in their initial training position, may make

1 one change of training assignment within the one-year period (two-year period for employees with
2 extenuating circumstances); however, a change of training position will not extend their training
3 timeline.

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

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

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

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

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

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

23 **(o) Continued Employment:** Following a successful training period, employees who continue
24 employment in a new assignment and are paid at a rate less than their pre-injury rate shall be
25 reimbursed for any loss of wages which occurs due to the acceptance of the position in accordance
26 with the appropriate wage loss procedures as defined by Section 440, Florida Statutes. Following
27 a successful training period, for those employees with a date of injury occurring prior to January
28 1, 1994, who continue employment in a new assignment at a rate less than their pre-injury rate
29 shall be reimbursed for any loss of wages in accordance with the appropriate wage loss procedures
30 as set forth in Section 440 F.S. Those employees who sustained injuries subsequent to January 1,
31 1994, are not eligible for such wage loss benefits.

32
33 **5.09 – VETERAN'S PREFERENCE:** Veteran's Preference shall be granted in accordance with applicable state
34 and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond the limits
35 of applicable state and federal law.

36 37 **5.10 – PERSONNEL FILE**

38
39 **(1) Inspection:** Each employee has the right to have another person accompany them to review their
40 personnel file, if he so chooses. Such review shall be made before or after the employee's work day or
41 during duty-free lunch, unless the employee is on leave, in the presence of the person responsible for the
42 safekeeping of the personnel files. The Board will provide, within five (5) work days, a copy of as much of the
43 contents of the employee's personnel file as is requested in writing by the employee. The cost of duplication
44 of such records shall be paid by the employee.

45
46 **(2) Response:** Each employee has the right to comment in writing concerning any materials in their
47 personnel record.
48

- 1 **(3) Copies:** An employee will receive copies of any document referred to in Articles 8 and 5.09 within one
- 2 (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 inservice 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 s/he should have been offered training that was offered to a different employee, s/he 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: The Labor/Management Committee will develop a list of specific, job related training items for paraprofessionals. Paraprofessionals 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 necessary to report hazardous waste. Emergency phone numbers will be made available to nighttime custodians and will be included in the [Material Safety Data Sheet \(MSDS\)](#) Manual.

1
2 **(5) Transportation**

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

7 **(b) Student Discipline**

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

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

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

26 **(d) Transportation Facilities:** Every effort will be made to equip transportation compounds,
27 whether temporary or permanent, with sanitary, water and waste disposal facilities and paper
28 products. Facilities shall be maintained to ensure proper health and hygiene. If sanitary, water, waste
29 disposal or paper products are not available at the compound, bus employees will be notified as to
30 the location of the facilities to be used. **[14.02(1)]**

31
32 **(6) Custodians**

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

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

41
42 **6.02 - PROTECTION OF PERSON:**

43
44 **(1) Injury:** The Board assures employees of its support when employees have followed the laws and
45 regulations of the State and the policies of the Board in carrying out their responsibility. An employee
46 involved in injury to themselves, a student or to another employee shall immediately report same to their
47 supervisor and thereafter make such written reports as necessary to comply with Board policy.

48 **(a) Physical Examination:** Bus operator's physical examinations and dexterity tests required by law

1 shall be completed prior to bidding. Physical examinations must be performed by physicians
2 specifically authorized by the District to perform bus driver physicals. Proof of physical must be
3 carried at all times while operating a school bus. In order for the District to pay for the physical, the
4 employee must show up for the physical at the scheduled time. Subsequent physicals will be
5 scheduled during the employee's birth month and in accordance with law. The employee will
6 schedule the physical and must comply with scheduling requirements or be responsible for paying
7 the cost of the physical. The parties agree that SPALC will have a representative on the Request for
8 Proposal (RFP) team related to performing employee physical exams. **[14.02(2)]**

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

11 **[14.02(2)(a)]**

12 **(b) Student Discipline:** Bus operators will have input in disciplinary decisions regarding the
13 transportation of students disruptive while on the bus. ~~See Article 6 regarding safety and student~~
14 ~~discipline.~~ **[14.02(3)]**

15
16 **(2) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or
17 commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing,
18 intimidating, threatening, or harassing against any person in the workplace.

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

24
25 **(3) Harassment or Discrimination:** The District is committed to ensuring equity in school programs and
26 employment practices. The District prohibits harassment and discrimination as provided in Florida Statute
27 100.05 and School Board Policy 1.23. Employees who feel they have been harassed or discriminated
28 against are encouraged to submit a complaint in accordance with board policy.

29
30 **(4) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable state
31 and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided
32 with reasonable break time to express breastmilk for one year after a child's birth. The District will provide
33 a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the
34 public, which may be used by an employee to express breastmilk. Employees must keep their immediate
35 supervisor informed of their needs so that appropriate accommodations can be made with minimal
36 disruption to the employee and the worksite. Nursing mothers who feel they have been denied
37 appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be
38 construed to expand these protections beyond the limits of applicable state and federal law.

39
40 **(5) Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of domestic
41 or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in
42 accordance with Article 12. The District will ensure that related public records exemptions are provided,
43 may refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees
44 to request a temporary transfer or reassignment. Employees must keep their immediate supervisor
45 informed of their needs so that appropriate accommodations can be made with minimal disruption to the
46 employee and the worksite. Employees who feel they have been denied appropriate accommodations are
47 encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections
48 beyond the limits of applicable state and federal law.

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1
2 **6.03 - PROTECTION OF PERSONAL PROPERTY**
3

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

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

8 **(b) Timely Report:** An incident report/claim documenting the loss/damage and signed by the
9 supervisor must be submitted to the Insurance & Benefits Management within one business day of
10 the incident.
11

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

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

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

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

22 **(3) Personal Automobile**

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

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

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

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

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

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

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

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

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

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

42 **(4) Fault:** Reimbursement shall be limited to accidents in which the other party is at fault
43 (a citation is issued).

44 **(5) Police Report:** A copy of the law enforcement accident report must be submitted to
45 the Department of Insurance and Benefits if and when it becomes available.
46

47 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess, consume
48 or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the

1 workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as
2 defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR
3 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.

4
5 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this article,
6 and; notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a
7 violation occurring on the premises of the Lee County School Board, at the workplace, or during the
8 conduct of any official activity related to the Lee County School Board no later than five (5) days after
9 conviction.

10
11 **(2) Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30)
12 days of receiving such notice, with respect to any employee who is so convicted:

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

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

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

21
22 **(3) Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in
23 accordance with District policy and procedures.

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

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

31 32 **(4) Exemptions**

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

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

38
39 **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources and
40 the Employee Assistance Program (EAP).

41
42 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result
43 in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or
44 mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may
45 include any conduct that would be independent grounds for disciplinary action.

46
47 **6.05 -- UNIFORMSDRESS CODE:** In order to model appropriate behavior for students, employees are
48 expected to present themselves in a professional manner at all times, in terms of dress and appearance.

1 Employee dress and appearance shall not disrupt the educational environment.

2
3 **(1) Required Uniforms:** If required, uniforms, footwear or a footwear stipend will be provided for
4 employees. Every employee afforded uniforms including footwear, shall wear their uniform on every assigned
5 shift or work assignment. School/site spirit or team building theme day uniform substitutions are allowed
6 with the approval of the school/site main administrator.

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

8
9 **(2) Measurement and Delivery:**

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

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

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

16
17 **(3) Uniform Purchase Eligibility**

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

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

25
26 **(4) Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will be
27 calculated as follows:

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

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

35 **(c) Food Services:** Less than twelve-month Food Service employees eligible for purchased uniforms
36 will be provided five (5) uniforms in the first year of employment and four (4) uniforms each year
37 thereafter. Less than twelve-month Food Service employees will be provided a \$61.00 stipend
38 each school year to be used towards the purchase of required District approved non-slip/slip
39 resistant shoes. The stipend will be paid in the employee's first paycheck of the school year or the
40 first paycheck following eligibility.

41
42 **(5) Uniform Orders:**

43 **(a) Ordering Uniform Tops:** Eligible "Purchased Uniform" employees will be allowed to order the
44 maximum allowed number of uniform tops allowed according to the employee job status/number
45 of days worked regardless of any style/size cost differences. Should the employee elect not to order
46 the maximum number of allowed tops then they will be credited with an amount equal to the
47 number of tops not ordered multiplied by the lowest priced commonly ordered uniform top of
48 that major department current bid (major department bids for uniforms purposes are the following

1 three: Transportation, Food Service and all other support staff).

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

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

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

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

17
18 **(6) Uniform Compliance:** A uniform for count compliance purposes is defined as one garment top plus
19 one garment bottom. An eligible employee may be reimbursed a dollar amount equal to the actual cost
20 of specified shoes, up to a maximum of one-hundred dollars (\$100) if one of the following criteria is met:

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

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

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ARTICLE 7 – WORK SCHEDULE

7.01 - WORK DAY

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

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

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

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

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

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

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

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

(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

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

(2) Non-Standard Hours

(a) Summer Hours: During the summer, employees may work a 4-day work week in departments and sites where manageable. In such departments and locations, work days will be Monday through Thursday, with the total hours worked to be equivalent to an employee's 5-day work week. Start and end dates of the 4-day work week period will be agreed upon by the SPALC

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1 Labor/Management Committee.

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

4
5 **(3) Changes in Allocations**

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

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

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

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

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

20
21 **(4) Recording Hours:** Each work site will establish an accurate method to document employee work time
22 and attendance. The supervisor of the work site will notify employees of the method and procedure for
23 documenting work time and attendance. The District will inform the Association regarding a specific work
24 site's method and procedure for documenting work time and attendance upon request.

25
26 **7.02 - WORK WEEK:** The workweek shall consist of not more than forty (40) hours. The workweek
27 shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

28
29 **7.03 - WORK YEAR**

30
31 **(1) Staggered Work Year:** The Board reserves the right to stagger the work year of 216-day and
32 226-day employees. By March 15, the principal at each school site shall post a schedule of work years for
33 the period of April 16 through April 15 of the next year. Employees may then bid a work year based on
34 seniority between March 15 and April 15. Thereafter, work years shall be assigned to employees on a first-
35 come, first-served basis. If an employee fails to request a work year, one shall be assigned by the principal
36 by April 15. When an employee's staggered work year extends beyond the ending date specified on the
37 current Board-approved Instructional Personnel Calendar, the employee shall be required to complete the
38 full 216-day and 226-day schedule of employment prior to September 1.

39
40 **(2) 255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 day

41
42 **7.04 - CHANGES IN SCHEDULE**

43
44 **(1) Permanent:** When it is necessary to change the shift schedule of employees in a job classification at a
45 work site, employees will be given 30 days' notice.

46
47 **(2) Temporary:** Temporary changes in an employee's shift schedule may occur with agreement of the
48 employee and the site supervisor.

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

11 (1) **Overtime:** All authorized work performed in excess of forty (40) hours in any one week
12 shall be considered overtime and shall be paid at the overtime rate of one and one-half (1-
13 1/2) times the employee's regular rate of pay. Sick leave for one day and paid holidays
14 during the work week shall be counted as time worked for the purpose of computing
15 overtime.

16 (2) **Extra Hours:** All authorized work performed in excess of the employee's regular
17 work day or work year shall be paid at the regular rate of pay, unless in conflict with the
18 applicable supplemental contract. Employees shall receive payment for extra hours worked
19 according to Article 10.05(1)(e).

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

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

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

41 (a) **186-Day, 187-Day, 190-Day, 196-Day, 201-Day, and 206-Day Calendar:** For employees who
42 work 187, 190, 196, 201 or 206 days the time may be made up on the days that students are
43 scheduled to make up school.

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

46 (c) **255-Day Calendar:** For employees who work twelve (12) months per year, time may be made
47 up by extending the length of the work day as determined by the Superintendent.
48

1 **7.05- HOLIDAYS:** All full-time employees in the unit shall receive the following paid holidays each year:
2 12 Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday and Memorial Day. 13
3 Employees who work twelve (12) months per year shall receive six (6) consecutive work days' winter 14
4 vacation. Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid 15
5 for holidays that occur during their work year. Employees who work less than twelve (12) months 16 shall
6 receive the following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), Presidents' 17 Day, Good
7 Friday and Memorial Day.

8
9 **7.06 – VACATION:** This section shall apply to all full-time twelve-month employees in the bargaining
10 unit.

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

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

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

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

20
21 **(2) Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at least ten
22 (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the
23 calendar year. Each supervisor shall develop and post a vacation schedule by March 31. Between January 1
24 and March 10, employees shall submit requests for vacation time to the supervisor. Requests for vacation
25 will be granted based on seniority. The supervisor may deny specific vacation requests that disrupt the
26 operation of the school or department. Vacation requests received after March 10 will be considered on
27 a first-come, first-served basis and should be responded to within 10 business days. Supervisors shall
28 respond in PeopleSoft with a specific reason for denial if a vacation request is not granted. Previous
29 approval of vacation requests may be revoked should an emergency arise at the worksite. An appeal of a
30 revocation of a previously approved vacation request may be made to the Superintendent or
31 Superintendent's Designee. All requests shall be entered into PeopleSoft by the supervisor or their designee.
32 If the supervisor chooses, they may request that the employee enter the request into PeopleSoft.

33
34 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments, provided that
35 the request does not disrupt the operation of the work site. All vacation requests must be submitted to the
36 supervisor at least 24 hours in advance of the requested vacation time.

37
38 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual
39 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the approval
40 of the Superintendent upon the recommendation of the employee's supervisor. Upon separation from the
41 Board, an employee shall be paid for accrued annual leave as of the date of separation based on the
42 employee's daily rate of pay at the time of separation. In the case of the death of an employee, payment for
43 accrued annual leave shall be made to the employee's beneficiary of record, or if none, to their estate.

44
45 **7.07 – TRANSPORTATION EMPLOYEES**

46
47 **(1) Work Day (Bus Operators): [14.03(1)]**

48 **(a) Standard Work Day:** All regular bus operators will be guaranteed a minimum of seven (7) hours

1 per day when school is in session. All hours worked beyond 40 hours in the work week will be paid
2 per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer
3 school. **[14.03(1)(a)]**

4 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later
5 than one (1) hour prior to the scheduled start of the route. **[14.03(1)(b)]**

6 **(c) Breaks:** **[14.03(1)(c)]**

7 **(1) As Schedule Permits:** Bus Operators may take a morning (a.m.) and afternoon (p.m.)
8 break as their schedule permits. **[14.03(1)(c)(1)]**

9 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the bus
10 operator's scheduled route. **[14.03(1)(c)(2)]**

11 **(3) Route Time:** Route time will not be extended to provide for a break. **[14.03(1)(c)(3)]**

12 **(d) Time Reporting:** Bus operators will be paid for all time worked within a pay period per Articles
13 10.05(1)(d) and 10.05(1)(e), if the employee has accurately reported work time on the prescribed
14 tracking system. Work time not accurately recorded by the employee on the prescribed tracking
15 system, shall be paid after the employee has notified the Transportation Department. Upon
16 notification and verification, the employee will be paid within the next two pay periods.
17 **[14.03(1)(d)]**

18 **(e) Pre and Post-Trip Inspection:** The normal workday shall be the bid time, including the ½ hour
19 for non-route time (pre- and post-trip inspection), up to a maximum of 8 hours. Additional workday
20 hours shall include approved hours on the Route Time & Mileage (RTM) report. **[14.03(1)(e)]**

21 **(1) Excess Time:** Any operator whose approved route exceeds six and one-half (6-1/2)
22 hours per day will be paid for excess time to the nearest quarter hour at their regular hourly
23 rate. **[14.03(1)(e)(1)]**

24 **(2) Non-Route Time:** The one-half (1/2) hour daily non-route time shall be used by
25 operators for activities needed to perform their normal duties. Duties include, but are not
26 limited to fueling and cleaning of bus, completion of surveys and other paper work and
27 conducting pre- trip/post trip inspections. **[14.03(1)(e)(2)]**

28 **(f) Mandatory Meetings or Training Sessions:** Operators who do not have adequate additional
29 duty hours to cover mandatory meetings or training sessions will be reimbursed at their regular
30 hourly rate. **[14.03(1)(f)]**

31 **(g) Standard Work Day Exemption:** Operators who prefer to work fewer than thirty-five (35) hours
32 per week may be exempt from the minimum day by submitting a written request to the
33 Transportation Department by the first day of preschool or upon initial employment. Exemptions
34 are subject to approval by the appropriate Assistant Director and shall remain in effect during the
35 school year unless otherwise approved. Operators who are exempt from the minimum day shall not
36 be eligible for field trip assignments and shall be paid for actual route time and an additional one-
37 half (1/2) hour per work day non-route time. No extra duties or standby time will be assigned to
38 these routes. **[14.03(1)(g)]**

39 **(h) Pilot Program:** Beginning with the FY 14 (2013-2014 school year) and continuing for the
40 duration of this agreement, the District will implement a pilot program for up to 40 bus operators
41 who will be exempt from the seven (7) hour requirement contained in Article 14.04 (a) of this
42 agreement. This pilot program will be reviewed by the SPALC Labor/Management Committee prior
43 to its continuation in subsequent years. This pilot will be implemented primarily for activity-related
44 runs and will be bid by zone. Bus operators employed pursuant to this article, are not eligible to be
45 added to the field trip list. **[14.03(1)(h)]**

46
47 **(2) Work Day (Bus Attendants and Bus Monitors):** **[14.03(2)]**

48 **(a) Standard Work Day:** All regular bus attendants and monitors will be guaranteed a minimum of

1 six (6) hours per day when school is in session. All hours worked beyond 40 hours in the work week
2 will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply
3 to summer school. **[14.03(2)(a)]**

4 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later
5 than one (1) hour prior to scheduled start of the route. **[14.03(2)(b)]**

6 **(c) Breaks:** **[14.03(2)(c)]**

7 **(1) As Schedule Permits:** Bus attendants and bus monitors may take a morning (a.m.) and
8 afternoon (p.m.) break as their schedule permits. **[14.03(2)(c)(1)]**

9 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the
10 scheduled route. **[14.03(2)(c)(2)]**

11 **(3) Route Time:** Route time will not be extended to provide for a break. **[14.03(2)(c)(3)]**

12 **(d) Time Reporting:** Bus attendants and bus monitors will be paid for all time worked within a pay
13 period per Articles 10.05(1)(d) and 10.05(1)(e) if the employee has accurately reported work time on
14 the prescribed tracking system. Work time not accurately recorded by the employee on the
15 prescribed tracking system, shall be paid after the employee has notified the Transportation
16 Department. Upon notification and verification, the employee will be paid within the next two pay
17 periods. **[14.03(2)(d)]**

18 **(e) Mandatory Meetings or Training Sessions:** Bus attendants and bus monitors who are
19 required to attend area training meetings will be paid their regular hourly rate for time in attendance
20 at such meetings. **[14.03(2)(e)]**

21 **(f) Additional Hours:** The normal workday shall be the bid time, up to a maximum of 8 hours.
22 Additional workday hours shall include approved hours on the Route Time & Mileage (RTM) report.
23 **[14.03(2)(f)]**

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 **8.02 – PROCEDURE:**

5
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 (2021-2022 school year) that includes a clear and concise re-write of Article 8 (Performance
32 Evaluation) to be effective July 1, 2022 for FY23 (2022-2023 school year).

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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
3 reasonable in scope. Such material and information shall remain confidential until the conclusion of the
4 investigation 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
7 shall be reviewed by the site-based or school-based administrator. During the investigation, the District
8 may temporarily reassign the employee. The employee shall be provided an opportunity to be heard
9 regarding 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
14 of 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
22 until 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
27 co-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,
30 if 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
37 attend 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

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

1
2 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology are
3 common in the workplace and may be used in the course of an investigation. The initial review of security
4 camera footage or other technology for the purpose of monitoring employee performance shall be
5 conducted by the site-based or school-based administrator and shall remain confidential during the
6 pendency of an investigation. All records will be provided to the Association as soon as technologically
7 feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation
8 of employee misconduct, the Association will have the opportunity to inspect it prior to and/or during a
9 pre-determination hearing. Disciplinary action will be based upon a totality of circumstances rather than
10 solely upon use of technology.

11
12 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a teaching contract or
13 supplemental contract shall be only for just cause, as defined in Florida Statute 1012.33 and 1012.335,
14 and Florida Administrative Code 6A-5.056. Employees with Annual Contract status who are recommended
15 for non-reappointment are not entitled to an appeal or the grievance procedure, but may be eligible for
16 a review of their non-reappoint in accordance with Article 5.01.

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
41 employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be signed
42 by the 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
46 response, which will be placed in the employee's personnel file.

47
48 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and when appropriate a

1 duration will be specified.

2

3 **(7) Suspension:** The process for suspension without pay shall be governed by School Board Policy.

4 Suspensions shall be subject to grievance procedure.

5

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

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(4). 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. ~~A break in service~~
41 ~~will impact longevity pay (see Article 10.03(1)).~~

42 (a) Market Rate Salary Schedule:

43 **(1) Same Position:** If an employee terminates their employment and is rehired by the
44 District into the same position within one year from the date of termination and the
45 position is on the Market Rate Salary Schedule, the employee will be paid their base rate
46 (hourly rate) at the time of termination or the Market Rate, whichever is greater.

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

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

9 **10.02 – SALARY SCHEDULES:** All positions that are part of the bargaining unit will be included in a SPALC
10 Salary Schedule appendix, with a distinction to be made between positions on the Grade/Step Salary
11 Schedule and the Market Rate Salary Schedule.
12

13 **(1) Differential Pay**

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

16 ~~(b) **Hygiene-Medical Supplement:** An annual salary supplement of \$500.00 will be provided to~~
17 ~~the Exceptional Student Education Educational Paraprofessionals or Helping Teachers who provide~~
18 ~~diapering/toileting/medically required procedures on a daily and routine basis. Clinic assistants and~~
19 ~~clerical employees who provide “back-up” on rare occasions are not eligible for this supplement.~~
20 ~~Completion of an Annual Salary Supplement document will be required each year for employees~~
21 ~~eligible for the supplement. Annual Salary Supplement cancellations will be required when the~~
22 ~~student is no longer assigned to the recipient of the supplement or if an employee transfers to a~~
23 ~~position not requiring the medically required procedures. Annual notification will accompany the~~
24 ~~District’s Master Supplement List each year.~~

25 ~~(c) **Movement to Market Rate:** As part of the movement to Market Rate, the Group Leader~~
26 ~~Supplement, the Licensed Practical Nurse (LPN) Supplement, and the Head Custodian Supplements~~
27 ~~will be eliminated. Pay for these supplements is now included in the employee’s regular pay and~~
28 ~~will not be paid separately.~~
29

30 (2) **Controlling Document:** Employees shall be paid in accordance with the salary schedule. In the event
31 of a discrepancy between the salary schedule and this Agreement, the articles of this Agreement shall
32 prevail.
33

34 **(3) Reclassifications:**

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

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

39 (c) **Effective Date:** Positions reviewed and recommended for reclassification shall receive
40 compensation effective from the date of Board Approval of the reclassification. Such pay shall not
41 be retroactive.
42

43 (4) **Promotions:** No employee shall be deprived of their seniority as a condition for promotion or as the
44 result of a demotion.
45

46 **10.03 – INCENTIVE AND BONUS PROGRAMS:** The District, with input from the SPALC Labor/Management
47 Committee, will develop and implement a system for awarding all incentive and bonus programs that is in
48 compliance with applicable laws. Availability of funding may impact the continuation of incentive and bonus

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1 programs.

2
3 **(1) District Incentive and Bonus Programs**

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

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9 **(b) Longevity:** ~~After completing fifteen (15) continuous years of employment, excluding outside
10 credit, an employee shall receive an additional supplement of \$150.00 within thirty days from the
11 fifteenth anniversary date and on the first pay period for the employee each fiscal year thereafter.
12 After completing twenty (20) continuous years of employment, excluding outside experience credit,
13 an employee shall receive an additional supplement of \$700.00 within thirty days from the twentieth
14 anniversary date and on the first pay period for the employee each fiscal year thereafter. After
15 completing twenty-five (25) continuous years of employment, excluding outside experience credit,
16 an employee shall receive an additional supplement of \$950.00 within thirty days from the twenty-
17 fifth anniversary date and on the first pay period for the employee each fiscal year thereafter.
18 Effective July 1, 2022, in order to acknowledge the dedicated service of District employees, eligible
19 employees will receive a longevity supplement with payment spread equally among paychecks
20 throughout the fiscal year. Non-consecutive years of District service, regardless of bargaining unit
21 at the time of service, will be used to determine eligibility for longevity pay; Years (L). Years of service
22 will be updated annually after June 30 and payment will be in accordance with Article 10.05(5).23~~

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25

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

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26 **(c) Safe Driving Award**

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

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

31 **(b) Employment Status:** is employed and in good standing for a period of at least
32 one (1) work day more than half the school year. ~~(Board Policy 5.14).~~

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

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

Consecutive Years	Amount
1st year	\$100.00
2nd year	\$150.00

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3 rd year	\$200.00
4 th year	\$250.00
5 th year	\$300.00

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

(d) Professional Development:

(1) Tuition Waiver/Reimbursement: Tuition shall be waived for employees who enroll in a supplemental vocational program. A supplemental vocational program is one that provides occupational training to maintain or upgrade employee’s skills and/or enables the employee to reenter an occupation, including house maker. Tuition shall also be waived for employees who enroll in Adult and Community Education courses. The District shall reimburse tuition for courses previously offered by the District through the Technical Colleges. Reimbursement is subject to successful completion of the course by the employee. The course must also be District work related. The employee must consult with their supervisor prior to taking a course for which they will seek reimbursement.

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

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

(2) State Incentive and Bonus Programs

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

(1) Child With Special Needs: A qualifying adoptive employee who adopts a child within the Florida child welfare system who has special needs is eligible to receive a lump sum

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monetary benefit in the amount of \$10,000.00 per child, subject to applicable taxes.

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

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

10.04 – NON-STANDARD RATE OF PAY

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

(a) Suspended Operations: If District operations are suspended, employees in regular full-time or part-time positions will be paid for a regular day. Failure to make up missed time, for which the employee was previously paid, during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck for time missed. If an employee terminates employment prior to the end of the work year, pay will be deducted from their final paycheck.

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

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

(3) Temporary Reassignment: For Temporary Reassignment, in accordance with Article 5.05(2), employees will be paid according to the appropriate Temporary Reassignment Matrix. ~~(see appendix).~~

(4) Transportation Employees

(a) Field Trips [14.04(1)]

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

[14.04(1)(a)]

(2) Field Trips: For all trips which cannot be accomplished during the minimum day except overnight trips, employees will be paid at their regular hourly rate. Field trips which occur between July 1 and the first student school day of the new school year will be paid at the employee's regular hourly rate for the preceding school year. Employees will receive retroactive pay (when negotiated) for field trips occurring after the date of the opening of

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1 school. The number of hours to be paid for a field trip will be calculated from the time from
2 which the employee begins the trip to the time when the employee parks the bus at the
3 end of the trip. **[14.04(1)(b)]**

4 **(3) Overnight Field Trips:** Compensation for all out-of-county overnight field trips shall
5 be paid at the regular hourly rate, up to a minimum of twelve (12) hours pay for each
6 calendar day the employee is away. Should the employee work more than twelve (12) hours,
7 a log shall be kept and the employee will be paid for the hours recorded on the log.
8 **[14.04(1)(c)]**

9 **(4) Field Trip Cancellation:** When a field trip is canceled, and notification is not given to
10 the employee until the actual day of the trip, the employee shall receive two (2) hours pay
11 or actual time worked, whichever is greater, based on the regular hourly rate. Field Trip
12 cancellations shall not count as a trip taken. **[14.04(1)(d)]**

13 **(b) Bus Preparation/Clean Up:** Operators shall be paid one (1) additional hour per field trip for
14 bus preparation and cleaning for out-of-county trips. **[14.04(2)]**

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15 10.05 – PAY DELIVERY

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

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

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

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

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

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

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

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

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

40 **(5) Overtime:** Overtime shall be reported in the same pay period in which it occurs. Overtime shall be paid
41 no later than the pay period after the hours were worked, provided there are at least eight (8) days between
42 the hours worked and the next pay period. Employees working in two or more positions with different

1 hourly rates will be paid overtime as required by the Fair Labor Standards Act (FLSA) and Board Policy 5.17.

2
3 **10.06 – CHANGES IN COMPENSATION:** Effective ~~February 1, 2021 or later~~ July 1, 2022, support staff
4 employed by the District ~~at the time of ratification and payment~~ will be eligible for increases as follows:

5
6 ~~(1) **Two Percent Increase:** All support staff on the Grade/Step Salary Schedule and the Market Rate Salary~~
7 ~~Schedule will receive a 2.0% increase in base rate of pay (hourly rate).~~

8
9 ~~(2) **One-time Bonus:** All support staff on the Grade/Step Salary Schedule and the Market Rate Salary~~
10 ~~Schedule with a District start date in a SPALC bargaining unit position on or before September 1, 2020 will~~
11 ~~receive a one-time bonus of \$294.50, if they remain continuously employed in a SPALC bargaining unit~~
12 ~~position.~~

13
14 ~~(3) **Market Rate Salary Schedule:** The District is in the fourth year of a five-year transition to a Market Rate~~
15 ~~Salary Schedule. The SPALC Labor/Management Committee will make recommendations each year for~~
16 ~~positions to be moved to the Market Rate Salary Schedule and will consider need and availability of funding.~~
17 ~~Funding is not available to support moving positions to the Market Rate for FY21 (2020-2021 school year).~~

18
19 ~~(1) **Regular Rate of Pay (Hourly Rate) Increase:** All eligible employees will receive an increase in base rate~~
20 ~~of pay (hourly rate) or eighty (80) cents per hour, effective July 1, 2022.~~

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21
22 ~~(2) **Longevity Pay:** In order to acknowledge the dedicated service of District employees, longevity~~
23 ~~supplement amounts will be based upon non-consecutive years of District Service (Years L), which will be~~
24 ~~updated annually after June 30 of each year.~~

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25 ~~(a) **Ten (10) to Fourteen (14) Years:** Employees with ten (10) to fourteen (14) years will receive~~
26 ~~\$250.00.~~

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27 ~~(b) **Fifteen (15) to Nineteen (19) Years:** Employees with fifteen (15) to nineteen (19) years will~~
28 ~~receive \$500.00.~~

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29 ~~(c) **Twenty (20) to Twenty-four (24) Years:** Employees with twenty (20) to twenty-four (24) years~~
30 ~~will receive \$1,000.00.~~

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31 ~~(d) **Twenty-five (25) to Twenty-nine (29) Years:** Employees with twenty-five (25) to twenty-nine~~
32 ~~(29) years will receive \$2,000.00.~~

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33 ~~(e) **Thirty (30) or More Years:** Employees with thirty (30) or more years will receive \$2,500.00.~~

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34 ~~(f) **SPALC Labor/Management Committee:** The SPALC Labor/Management Committee will~~
35 ~~discuss possible options for lump sum payment in the fall of each year to help with summer gap in~~
36 ~~pay and to reward retirees and will present a recommendation for FY23 (2022-2023 school year).~~

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37
38 ~~(3) **Retention Bonuses:** Employed is defined as payroll active an actively working. Employees who are on~~
39 ~~a Family Medical Leave Act (FMLA) related leave will not receive payment until they return to work from~~
40 ~~their FMLA leave with no break in service.~~

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41 ~~(a) **First Payment:** Eligible employees will a one-time bonus in the amount of \$1,000.00, if they are~~
42 ~~payroll active and actively working on March 15, 2022. Payment is tentative scheduled for March~~
43 ~~31, 2022.~~

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44 ~~(b) **Second Payment:** In order to support employee attendance, the District will provide retention~~
45 ~~bonuses only to employees with fewer than five (5) Total absences from March 2, 2022 to the end~~
46 ~~of the FY22 (2021-2023 school year). Absences due to the approval of leave associated with the~~
47 ~~Family Medical Leave Act (FMLA) or Sick Leave (COVID-19) will not count toward an employee's~~
48 ~~total absences. Approved vacation and personal leave will not count toward an employee's total~~

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1 absences. Eligible employees will receive a one-time bonus in the amount of \$1,000.00 if they are
2 payroll active and actively working on the last day of their regularly scheduled work year. Payment
3 is tentative scheduled for July 15, 2022.

4 **(c) Third Payment:** Support staff will be eligible for a one-time bonus in the amount of \$1,000.00,
5 if they are employed on their last regularly scheduled work day of FY22 (2021-2022 school year)
6 and September 30, 2022. Employed is defined as payroll active, actively working, and with no break
7 in service. Payment will be issued on October 14, 2022.

9 **(4) Market Rate Salary Schedule:** The District is in the fifth year of a five-year transition to a Market Rate
10 Salary Schedule. Funding was not available to support moving positions to the Market Rate in FY21 (2020-
11 2021 school year), so the five-year plan to transition to a Market Rate Salary Schedule has been extended
12 to seven years. The SPALC Labor/Management Committee will make recommendations each year for
13 positions to be moved to the Market Rate Salary Schedule and will consider need and availability of funding.

14 **(a) Consolidated Paraprofessional/Helping Teacher:** The District and SPALC have agreed to
15 consolidate paraprofessional and helping teacher positions with the interest of bringing all support
16 staff with highly qualified status under one job description. Employees working under this job
17 description will be paid at a market rate of \$15.75 per hour, effective July 1, 2022. Employees
18 working in ESE job codes will receive an additional \$1,000.00 per year to address the need to provide
19 students assistance with self-care, replacing the current hygiene supplement of \$500.00.

20 **(b) Bus Operators:** Employees working under this job description will be paid at a market rate of
21 \$17.50 per hour, effective July 1, 2022.

22 **(c) Below Market Rate:** All employees who are in a job classification that is on or being moved to
23 the Market Rate Salary Schedule who are currently below the market rate for that position will
24 receive an increase in base rate of pay (hourly rate) to the market rate, effective July 1, 2022.

25 **(d) Above Market Rate:** All employees who are in a job classification that is on or being moved to
26 the Market Rate Salary Schedule who are currently above the market rate for that position will retain
27 their base rate of pay (hourly rate).

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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, the Board shall contribute \$8,104.80 into the Flex Credits for
13 each employee who is enrolled in Board-Provided Benefits.
14

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

19 **(2) HSA Plan:** For employees who elect an HSA plan, any Flex Credits in excess of the employee only medical
20 plan premium will be deposited into the employee’s HSA account with the District’s HSA vendor and will
21 not be applied to dependent medical insurance, dental insurance, vision insurance, critical illness
22 insurance, accident insurance, and/or cancer insurance.
23

24 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the Flex
25 Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex
26 Credits.
27

28 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its employees an
29 IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex Plan may
30 be purchased pre-tax through payroll deduction or with Flex Credits.
31

32 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the
33 option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular
34 employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment
35 period or within sixty (60) days following a qualified family status change. Enrollment in any individual
36 benefit included in the Flex Plan remains binding until the employee changes their benefit election. Such
37 changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days
38 (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and
39 must be made on the appropriate enrollment change form. Changes made during the Open Enrollment
40 period will become effective the first day of the new benefit plan year. The District will make every effort
41 to ensure employees receive electronic confirmation of their open enrollment selection prior to the first
42 payroll deduction of the plan year.
43

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

1 Spending Accounts.
2

3 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance through the
4 District's medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major
5 medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and
6 High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month following
7 a forty-five (45) day waiting period from the date of employment. The date of employment shall be included
8 as one of the forty-five (45) days.
9

10 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical insurance
11 coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall
12 receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex Credits to
13 spend on voluntary benefits (dental, vision, and/or cancer).
14

15 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of group term life
16 insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00) accidental
17 death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the month following a
18 forty-five (45) day waiting period from date of employment. The date of employment shall be included as
19 one of the forty-five (45) days.
20

21 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available to all
22 eligible employees. Employees who participate in voluntary benefits must do so at their own expense or with
23 available Flex Credits. Voluntary benefits shall be recommended by the Insurance Task Force and approved
24 by the Board.
25

26 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per work week
27 are eligible for the optional group voluntary benefits offered by the Board.
28

29 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount not
30 less than one million dollars (\$1,000,000.00) per occurrence.
31

32 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred out
33 of the fund without the recommendation of the Insurance Task Force.
34

35 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS) and contributes on
36 behalf of all eligible employees.
37

38 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of all eligible
39 employees.

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.

9 For purposes of this paragraph, supplements are those which relate to employee's principal position and
10 exclude those 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.

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

1 **(b) Unauthorized Absence:** Unauthorized absence shall be defined as follows:

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

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

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

12
13 **(9) Abandonment of Position:** An unauthorized absence of three consecutive workdays without notice
14 shall be evidence of abandonment of position and subject to termination procedure.

15
16 **(10) Medical Certification:** An employee who has taken sick leave for five (5) days or more, or injury or
17 illness in line of duty leave, or maternity leave, may be required to provide certification from a licensed
18 medical provider stating that the employee is able to perform all of their duties or that the employee was
19 entitled to leave.

20
21 **12.02 – SICK LEAVE:** All full-time employees shall be credited with four (4) days of sick leave on the last
22 day of the first month of employment of each contract year and thereafter shall accrue one (1) day of sick
23 credit for each month of employment. The employee must work one day more than half the scheduled work
24 days in the month to earn one day of sick leave for the month. Sick leave shall be credited to the employee
25 at the end of the month and may not be used prior to the time it is earned. No employee may earn more
26 than one (1) day of sick leave times the number of months of employment during the school year. Sick leave
27 shall be accumulated hourly from year to year without limit to the number of hours that may be accrued.
28 Any leave charged against sick leave shall be paid leave. If termination occurs after the employee has used
29 more sick days than he earned that contract year, and if they have no sick leave accumulated from prior
30 years, the Board will withhold an amount of the employee's daily rate of pay for each sick day used that has
31 not been earned. Terminal pay benefits for accrued sick leave are defined hereinafter.

32
33 **(1) Claims:** An employee is eligible for sick leave for their own illness as well as illness or death of father,
34 mother, brother, sister, husband, wife, child, member of their household or other close relative if approved
35 by the Superintendent.

36
37 **(2) Accrued Sick Leave:** The Board shall provide all employees with a cumulative record of accrued sick
38 leave hours on each pay statement.

39
40 **(3) Summer School:** Employees who are hired to work during the summer school session shall earn one
41 day (actual number of hours worked per day in summer session) of sick leave for each three (3) week term.
42 No more than two (2) days sick leave with pay may be used during summer school.

43
44 **(4) Sick Leave Request:** Each employee shall notify their supervisor as soon as possible or when it is
45 necessary to use sick leave. A claim for sick leave shall be signed by the employee and filed with the principal
46 or immediate supervisor by the end of the fifth working day following the employee's return to work.

47
48 **(5) Conditions for Sick Leave:**

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

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

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

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

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

15
16 **(6) Transfer of Sick Leave:** Any employee shall be entitled to transfer sick leave credit from other
17 Florida school districts. In order to use transferred sick leave credits, an employee must match each day
18 transferred with a sick leave day earned in Lee County.

19
20 **(7) Reinstating Accrued Sick Leave:** When an employee interrupts service through termination and
21 subsequently returns to employment in the District without having used their District accrued sick leave
22 credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of
23 reemployment.

24
25 **(8) Terminal Sick Leave Pay:** When an employee receives terminal pay benefits based on unused sick leave,
26 all unused sick leave credit shall be canceled.

27
28 **(9) Sick Leave Buy-Out Study:** The parties agree to study the feasibility, scope and impact of a sick leave
29 buy-out incentive plan over the period of this contract. Should the parties agree to an acceptable sick leave
30 buy-out plan option prior to the end of the contract, a memorandum of understanding shall be written to
31 document the agreement with implementation to take place prior to the end of the contract term.

32
33 **12.03 – ILLNESS OR INJURY-IN-THE-LINE-OF-DUTY LEAVE:** Any full-time employee shall, except as
34 otherwise provided in this Agreement, be entitled to illness or injury-in-line-of-duty leave with pay, less any
35 Workers' Compensation payments, for a period not to exceed ten (10) work days in any fiscal year regardless
36 of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that
37 illness or injury continues or recurs from one fiscal year to succeeding fiscal years, when they have to be
38 absent from work because of a personal injury received in the discharge of their duties. Illness-in-line-of-
39 duty leave is intended to deal with the illnesses normally known as childhood diseases, such as, but not
40 limited to, mumps, measles and chicken pox. This leave does not include normal adult illnesses such as
41 colds and influenza. This leave is non-cumulative. In addition to the conditions listed below, for both illness
42 and injury-in-line-of-duty, the Board reserves the right to request a second medical opinion from a
43 physician designated by the Board. Any additional expense incurred as a result of this requirement will be
44 paid by the Board.

45
46 **(1) Injury-In-Line-Of-Duty Eligibility:** In order to be considered for injury-in-line-of-duty leave, the
47 following conditions must be met:

48 **(a) Written Testimony:** The employee must provide written testimony, in addition to their oral

1 testimony, that their injury was received in the line of duty.

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

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

6
7 **(2) Illness-In-Line-Of-Duty Eligibility:** In order to be considered for illness-in-line-of-duty leave, the
8 following conditions must be met:

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

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

13
14 **(3) Workers Compensation Claim**

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

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

23
24 **12.04 – PERSONAL LEAVE:** All employees shall make a written application for personal leave. The employee
25 shall not be entitled to pay while on personal leave except as provided herein. Personal leave is to allow
26 employees to attend to personal business or matters which cannot be attended to outside of the employee's
27 regular work day. Employees who abuse personal leave may be subject to disciplinary action.

28
29 **(1) Invalid Use:** Personal leave, whether without pay or charged to sick leave, shall not be used by school-
30 based personnel or transportation department employees at the following times, except with the specific
31 written permission of the Superintendent:

32 **(a) Prior to Holiday or Vacation:** The day immediately prior to or following a holiday or employee
33 vacation.

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

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

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

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

40
41 **(2) Personal Leave Charged to Sick Leave**

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

1 (b) **Conditions:** The use of personal leave charged to sick leave shall be subject to the following
2 conditions:

3 (1) **Non-Cumulative:** It is not cumulative.

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

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

8 (c) **Procedure**

9 (1) **Reason for Request:** Employees are not required to provide the supervisor the reason
10 for the request.

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

12 (a) **Disapproval:** Accept disapproval of the leave request.

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

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

20
21 (3) **Personal Leave Without Pay:** Personal leave without pay is available only when an employee has no
22 appropriate paid leave available. It need not be approved if the Superintendent determines that it will create
23 a disruption of the instructional or work setting.

24 (a) **Extended Personal Leave:** Personal leave without pay up to thirty (30) days may be granted at
25 the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to
26 Board approval.

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

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

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

38
39 **12.05 – MATERNITY LEAVE:** All full-time employees shall be eligible for maternity leave. The employee
40 shall submit a written request for maternity leave to the Superintendent. The leave request shall include the
41 date the leave is to commence as determined by the employee in consultation with her licensed provider.
42 Except in the case of an emergency, a request for maternity leave shall be made at least thirty (30) calendar
43 days prior to the date on which the leave is to begin. Maternity leave shall be without pay, except that the
44 employee must file a claim to use accrued sick leave during that period of leave for which a medical disability
45 exists. Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a
46 licensed medical provider. In the event that the leave request does not specify a return date, the employee
47 shall notify the Superintendent at least twenty (20) working days prior to her intended return date. Such
48 notice shall be given no later than April 1 in order for the employee to be considered for return to duty that

1 school year. The employee may return to duty on the date requested upon receipt by the Superintendent
2 of certification from a licensed provider stating that they are physically capable of performing her job. In
3 the event that leave is approved by the Board effective on or after the first day of the fourth quarter of a
4 school year, a request for the next fiscal year shall not extend beyond the end of the first semester.
5

6 **12.06 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable state and federal
7 law. Such leave shall be without loss of seniority and shall be credited to the employee for experience credit
8 on the salary schedule. Nothing herein shall be construed to expand any military leave privileges other than
9 those provided by applicable state and federal law.
10

11 **12.07 – JURY DUTY LEAVE:** Any employee, including those employed for summer school, who is
12 subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee shall not be
13 reimbursed for meals, lodging and travel while on leave. Per diem paid by the court for such purposes may
14 be retained by the employee.
15

16 **12.08 – WITNESS LEAVE:** When an employee is subpoenaed, he shall be granted temporary duty leave.
17 Temporary duty with pay shall not be granted for court attendance when an employee is a party to the
18 litigation. The employee may retain any fees. In the event no fees are awarded by the court, and the
19 employee is testifying for the Board, he will be eligible to be paid per diem and travel expenses as provided
20 in Board policy. A request for reimbursement must be filed by the employee.
21

22 **12.09 – TEMPORARY DUTY LEAVE:** An employee may be assigned temporary duty away from their regular
23 job. Temporary duty may include participation in surveys, meetings, study courses, workshops and similar
24 services. Such assignment may be initiated by the Superintendent or the employee with consideration given
25 to the disruption of the work place that the temporary duty may cause. Temporary duty is not to be charged
26 as personal or sick leave. The employee and the Superintendent must mutually agree on temporary duty.
27

28 **12.10 – FAMILY AND MEDICAL LEAVE:** All articles shall be effective for School Board employees July 1,
29 1994, and shall be interpreted so as to comply with the requirements, including definitions, of the Family
30 and Medical Leave Act (FMLA) of 1993, and any applicable implementing regulations. No articles shall
31 operate to limit or reduce leaves provided under other contract terms.
32

33 **(1) Eligibility:** Any employee who has worked for the Lee County School District for at least twelve (12)
34 months and for at least seven hundred twenty-four (724) hours during the year preceding the start of the
35 leave is eligible.
36

37 **(2) Reasons for Leave:** Eligible employees shall be granted FMLA leave:

38 **(a) Care of Child:** To care for the employee's child after birth, or following placement for adoption
39 or foster care.

40 **(b) Care of Family Member:** To care for the employee's spouse, son or daughter or parent, who
41 has a serious health condition.

42 **(c) Care of Self:** Because of a serious health condition that makes the employee unable to perform
43 the functions of the employee's job.

44 **(d) Care of Service Member:** To care for a covered service member with a serious illness or injury
45 incurred in the line of duty while on active duty. Such eligible employees shall be permitted to take
46 up to twenty-six (26) work weeks of leave in a 12-month period.

47 **(1) Military Exigency:** To use for any qualifying exigency arising out of the fact that a
48 covered military member (member of National Guard and Reserves) is on active duty or

1 called to active duty status in support of a contingency operation. A qualifying exigency is
2 defined as follows: Short-notice deployment; Military events and related activities;
3 Childcare and school activities; Financial and legal arrangements; Counseling; Rest and
4 recuperation; Post-deployment activities; Additional activities not encompassed in the
5 other categories, but agreed to by the Board or employee.
6

7 **(3) Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work weeks of
8 FMLA leave in a 12-month period, to be measured backward from the commencement date the employee
9 uses FMLA leave. An eligible employee taking leave under Article 12.10(2)(d) shall be permitted to take up
10 to 26 work weeks of leave in a 12-month period.
11

12 **(4) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken intermittently
13 whenever it is medically necessary to take care of a seriously ill spouse, child or parent of the employee, or
14 because of the employee's own serious health condition making the employee unable to work. Intermittent
15 leave may be taken in increments of one or more days or partial days. Certification of the need for
16 intermittent leave and the leave schedule shall be provided by the health care provider. Employees needing
17 intermittent FMLA leave must attempt to schedule their leave so as to minimize disruption to the District's
18 operations. The District may assign an employee to an alternative position on a temporary basis with
19 equivalent pay and benefits that better accommodates the employee's intermittent leave schedule.
20 Intermittent FMLA leave must be requested by the employee in writing at least thirty (30) days in advance,
21 or as soon as is practicable.
22

23 **(5) Maintenance of Group Medical Insurance:** The Board shall maintain an employee's medical insurance
24 coverage during FMLA leave to the same extent coverage was provided to the employee prior to taking
25 FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve (12) month period
26 and for 26 weeks during the applicable twelve (12) month period if eligible for leave under Article
27 12.10(2)(d)(1). Medical insurance premiums which has been paid by the employee prior to FMLA leave for
28 any dependent coverage must continue to be paid by the employee during the FMLA leave period. If such
29 payments are not made by the employee, the dependent's insurance coverage will lapse and no benefits
30 will be paid for claims incurred while the policy has lapsed. When the employee is reinstated, and payroll
31 deduction of dependent's premiums resumes, the dependent's insurance will be reinstated with the same
32 coverage as prior to the lapse.
33

34 **(6) Notice:** Employees must request FMLA leave in writing, directed to Human Resources, at least thirty (30)
35 calendar days in advance, or as early as is practicable. The time for the start of the leave may be delayed for
36 up to thirty (30) days for failure to provide timely notice. An employee needing
37 FMLA leave must follow the work site's usual and customary call-in procedures for reporting an absence,
38 absent unusual circumstances.
39

40 **(7) Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the same or an
41 equivalent position. An equivalent position must be at the same pay, benefits, and working conditions,
42 include the same privileges, prerequisites and status, and involve the same or substantially similar duties
43 and responsibilities. The equivalent position must be located at the same or geographically proximate work
44 site unless the employee's request for transfer has been accepted.
45

46 **(8) Failure to Return:** At the start of any FMLA leave, the employee must state whether they intend to
47 return at the end of the leave. If the employee does not intend to return, the employee will be deemed to
48 have resigned voluntarily, and no FMLA benefits will be provided. If the employee states that they intend

1 to return, and then fails to return, for reasons other than (1) the continuation of a serious health condition
2 of the employee or a covered family member or (2) circumstances beyond the employee's control
3 (certification required within 30 days of failure to return for either reason), the employee must promptly
4 reimburse the Board for the cost of insurance provided by the Board during the leave. If the employee fails
5 to do so, the Board may take action to recover the premiums paid.

6
7 **(9) Use of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA leave is
8 taken as a result of a serious health condition. Employees are required to use any paid accrued vacation
9 before any FMLA leave is taken. Any such paid accrued leave taken will be counted toward the allowable
10 twelve (12) weeks of FMLA leave.

11
12 **(10) Medical Certification:** Employees requesting FMLA leave due to a serious health condition of the
13 employee, or of the employee's spouse, child or parent, are required to submit a certification from a health
14 care provider, verifying that the leave is medically necessary. If the Board deems a medical certification
15 incomplete or insufficient, the Board must specify in writing what information is lacking, and give the
16 employee 14 calendar days to cure the deficiency. The Board may require an employee to obtain a second
17 medical certification, at the Board's expense. The second health care provider may not be employed on a
18 regular basis by the District. If the opinions of the first and second health care provider differ, the Board
19 may require a third medical certification, again at the Board's expense, from a health care provider selected
20 by the employee from a mutually-agreed upon list maintained by the Director of Insurance and Benefits
21 Management. The third opinion shall be final and binding. In all cases the Board may request a
22 recertification of an on-going condition every six months in conjunction with an absence.

23
24 **(11) Fitness-for-Duty Certification:** As a condition of restoration of an employee who has taken FMLA
25 leave due to the employee's serious health condition, the employee is required to provide certification from
26 the employee's health care provider that the employee is able to resume work, i.e., is fit for duty and has
27 the ability to perform the essential functions of the employee's job. If an employee is taking intermittent
28 leave and reasonable job safety concerns exist, the Board may require a fitness for duty certification before
29 the employee may return to work.

30
31 **12.11 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a leave
32 terminates on the first scheduled pay day that the employee does not receive a paycheck, except as
33 otherwise provided by law or this agreement. To continue insurance coverage during the leave period, the
34 employee is responsible for and must remit all premiums due thereafter when permitted. Employees whose
35 ten (10) day Sick Leave Bank (SLB) waiting period aligns with a pay period, which results in the employee
36 receiving no pay check for the pay period, shall have their Flex Credit contribution for that pay period
37 covered by the Board.

38 39 **12.12 – TERMINAL PAY BENEFITS**

40
41 **(1) Eligibility:** A regular full-time employee, upon application, after ten (10) years of creditable service in a
42 retirement plan established by the Florida Legislature, shall be entitled to terminal pay at the time of:

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

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

45 **(c) Termination:** Termination.

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

1
2 **(2) Payment:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan
3 established by the Florida Legislature and shall be based on the total number of accrued and valid sick leave
4 days credited to the employee at the daily rate of pay of the employee at the time of termination. The
5 amount of terminal pay shall be computed as follows:

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

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

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

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

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

21
22 **(3) Qualification:** Any employee entitled to terminal pay must be under contract for the period immediately
23 preceding termination of employment and shall not be under suspension from duty except for reasons
24 pertaining to health, or have any charges pending which could result in dismissal from employment. All
25 employees must obtain written verification of terminal leave benefits prior to making a claim for same.
26

27 **12.13 – SICK LEAVE BANK:** The District has several Sick Leave Banks (SLB). When a Sick
28 Leave Bank member changes positions which would require a change to a new Sick Leave Bank, that person
29 shall be treated as a new member and must give up one sick leave day for membership in the new bank.
30 However, if the member has donated a day within the same fiscal year, that day may be transferred to the
31 new bank. The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days in
32 cases of catastrophic illness. For the purposes of the Sick Leave Bank, catastrophic illness or injury is defined
33 as those illnesses or injuries that require immediate medical attention and cannot be postponed (cannot be
34 scheduled during a work break or during non-work hours). The Sick Leave Bank is not intended to provide
35 benefits to an employee for such things as cosmetic surgery, elective surgery, or other similar claims. Sick
36 Leave Bank time will only be donated for mental illness when an inpatient hospital stay is required.
37 Contributors may draw days from the Sick Leave Bank after their own accumulated sick leave has been
38 exhausted. Nothing in this section shall be interpreted to change any of the other articles herein pertaining
39 to accrued leave.
40

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

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

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

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

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

3
4 **(3) Contribution:** In the event the number of days in the Sick Leave Bank balance falls below thirty percent
5 (30%) of the number of Sick Leave Bank members, each member of the Sick Leave
6 Bank must contribute one (1) day from their accumulated sick leave to the Sick Leave Bank. In the event a
7 Sick Leave Bank member cannot contribute an additional day due to leave exhaustion, he is not then using
8 the Sick Leave Bank, the additional day shall automatically be their next accrued sick leave day.

9
10 **(4) Duration:** If membership in the Sick Leave Bank and/or the number of days in the Sick Leave Bank fall
11 below three hundred (300), the Sick Leave Bank shall be discontinued, and all remaining time in the Sick
12 Leave Bank shall be distributed as provided herein.

13
14 **(5) Administration:** The SLB will be administered by Human Resources. An Overview
15 Committee consisting of two (2) employees appointed by the Superintendent and two (2) employees
16 appointed by the Association shall review the administration of the SLB, investigate alleged abuses, and
17 determine eligibility as herein provided. Committee members shall be provided a quarterly report showing
18 the number of SLB members, balance of days, and number of applications for use. The Sick Leave Bank will
19 only grant the number of days that are available in the bank. No sick leave bank days will be granted that
20 would cause a negative balance of days to occur in the Sick Leave Bank. The status of the Sick Leave Bank
21 will be reviewed by the SPALC Labor/Management Committee at the end of each fiscal year to determine
22 if the maximum number of days, used by one person, can be increased to a maximum of fifty (50) days.

23
24 **(6) Benefits:** The SLB shall be used only by a SLB member for their personal illness or disability and may
25 not be used because of the illness, disability, or death of any other person.

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

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

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

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

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

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

48

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

4 **(a) Ineligibility:** Any employee who receives sick leave bank benefits and is not entitled thereto
5 shall reimburse the District for all benefits received and the Board shall restore the sick leave days
6 to the Sick Leave Bank.
7

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

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

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

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

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

26 **(e) Less than Half the Number of Members:** If the number of unused sick leave days in the SLB
27 is less than one-half (1/2) of the number of members in the SLB, all of the days will be disposed of
28 by the Board, whose decision will not be subject to the grievance procedure.
29

30 **(9) Hold Harmless:** The Association, its officers and agents, and the members of the unit shall hold the
31 Board, its officers, employees and agents harmless from any and all claims which may be brought by any of
32 its member(s), member(s) of the unit, or any authorized litigant with respect to the establishment or
33 administration of the SLB.
34

35 **12.14 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued, earned sick
36 leave to their spouse (person to whom the donor employee is legally married at the time of donation), child
37 (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother
38 or sister of the donor employee, but not step-sister or step-brother) who is also a regular part-time or full-
39 time District employee (not a temporary employee or substitute).
40

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

42 **(a) Administration:** The transfer of sick leave will be administered by the Payroll Department.
43 Employees wishing to donate sick leave will request the transfer in writing to the Payroll
44 Department. The letter of request must include the total hours requested for transfer, name, and
45 social security number of the intended recipient, the work location of the intended recipient, the
46 relationship of the intended recipient to the employee donating the sick leave, and the social
47 security number and work location of the employee writing the letter of request for transfer of sick
48 leave hours.

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

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

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

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

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

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

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

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

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

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

24 **(l) Exemption:** Donated sick leave cannot be used by the recipient for the purpose of terminal pay.
25

26 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold the Board,
27 its officers, employees and agents harmless from any and all claims which may be brought by any of its
28 members of the unit or authorized litigant with the establishment or administration of the shared sick leave
29 policy.
30

31 **12.15 – REWRITE:** The SPALC Labor/Management Committee will ~~bring a recommendation to the~~
32 ~~bargaining teams for consideration~~ execute a Memorandum of Understanding (MOU) in FY22 (2021-2022
33 school year) that includes a clear and concise re-write of Article 12 (Leave) to be effective July 1, 2022 for
34 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 (2) from labor. Subject Matter Experts
20 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

13.03 – DISTRICT-BASED COMMITTEES:

35
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
44 description documents shall be incorporated by reference in the agreement after they have been ratified
45 by both the Board and the Association.
46

(a) Timelines: The parties agree to use the Interest Based process when requested by a super

1 majority of TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives, or District
2 representatives. When using the Interest Based process, the parties will develop a decision-making
3 timeline by mutual agreement of the parties which allows ample opportunity to discuss the issues
4 of concern. In the event that a deadline for decision making lapses, the parties will revert to using
5 majority vote to honor the deadlines in the agreed upon decision-making timeline.
6

7 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a standing committee
8 that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up of
9 sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with
10 equal representation for each association representing an affected bargaining unit. The District
11 Safety/Security Committee shall review district safety plans and unresolved site safety/security issues. Any
12 committee recommendations shall be sent to the Superintendent's designee and the SPALC
13 Labor/Management Committee by the chairperson.
14

15 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a standing committee
16 that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of
17 twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from
18 labor, with equal representation for each association representing an affected bargaining unit. The
19 Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If
20 necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC
21 Labor/Management Committee. Any committee recommendations that alter the articles of this agreement
22 shall be incorporated by reference in the agreement after they have been ratified by both the Board and
23 the Association.
24

25 **(4) Uniform Committee:** The Uniform Committee is a standing committee that meets on a regularly
26 scheduled basis. The Uniform Committee shall be made up of a mutually agreed upon number of members,
27 with equal representation for the parties. Subject Matter Experts may be invited to participate in Uniform
28 Committee meetings. The Transportation Labor/Management Committee is responsible for reviewing and
29 recommending required uniforms and accessories for all appropriate departments. Any committee
30 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management
31 Committee by the chairperson.
32

33 **(5) Transportation Labor/Management Committee:** The Transportation Labor/Management Committee
34 is a standing committee that meets on a regularly scheduled basis. The Transportation Labor/Management
35 Committee shall be made up of a mutually agreed upon number of members, with equal representation for
36 the parties. Subject Matter Experts may be invited to participate in Transportation Labor/Management
37 Committee meetings. The Transportation Labor/Management Committee is responsible for continued
38 communication and problem solving of issues impacting Transportation employees. The Transportation
39 Labor/Management Committee is responsible for reviewing the paycheck schedule for Transportation
40 employees and providing the Payroll Department with a recommendation prior to the end of the previous
41 school year. Any committee recommendations shall be sent to the Superintendent's designee and the
42 SPALC Labor/Management Committee by the chairperson.
43

44 **(6) District Student Discipline Committee:** The District Student Discipline Committee is a standing
45 committee that meets on a regularly scheduled basis. The District Student Committee shall be made up
46 of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor,
47 with equal representation for each association representing an affected bargaining unit. The District
48 Student Discipline Committee shall review the Student Code of Conduct. Any committee

1 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management
2 Committee by the chairperson.

3
4 **13.04 – SITE-BASED COMMITTEES:** Support staff that serve on school-based committees represent the
5 interests of individual worksites, therefore committee members will be elected by the support staff
6 assigned to that worksite. Committee members will be elected by secret ballot election, to be counted by
7 the Association's lead representative for the site and a site-based administrator. The Association's lead
8 representative or their designee shall be included on all school-based committees.

9
10 **(1) School or Site-Based Safety/Security Committee:** The School Safety/Security Committee is a standing
11 committee that meets on a regularly scheduled basis. The School Safety/Security Committee shall be made
12 up of no less than four (4) members, two (2) school-based administrators and two (2) members of the
13 support staff. Committee members may make a written request for an emergency meeting of the School
14 Safety/Security Committee. Written requests for an emergency meeting should specify the reason for the
15 request and should include the Safety & Security Department. Requests must be responded to within 5
16 days.

17
18 **13.05 – WAIVER OF CONTRACT LANGUAGE**

19
20 **(1) Request:** The Instructional Leadership Committee at any site may request a waiver of contract
21 language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7 (Work
22 Schedule). All other articles shall not be altered, modified, or deviated from without the express written
23 consent of SPALC and the District. Any alteration, modification, or deviation shall be memorialized in a
24 Memorandum of Understanding. Requests for a waiver of contract language shall be made to the SPALC
25 Labor/Management Committee.

26
27 **(2) Process:** Requests for a waiver of contract language require that administration at the site allow all
28 support staff the opportunity to review the request, discuss the request, and vote by secret ballot.
29 Administration and an Association representative shall count the ballots together and at least 80% of the
30 support staff assigned to the site must vote in favor of submitting the request for review by the SPALC
31 Labor/Management Committee. Approval of the request may be subject to Board approval.

32
33 **13.06 – CONTINUED COLLABORATION:** Prior to the end of FY22 (2021-2022 school year), the SPALC
34 Labor/Management Committee will survey immediate supervisors and SPALC Building Representatives to
35 assess the operational status of school-based committees. The SPALC Labor/Management Committee will
36 utilize available feedback to develop a "rules of engagement" training for FY23 (2022-2023 school year) and
37 will present a recommendation to the bargaining teams regarding the creation of a "qualified
38 representative" status for Article 4 (Grievance Procedures) and Article 9 (Disciplinary Procedures).

ARTICLE 14 –~~TRANSPORTATION~~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 APPLS 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 **15.03 – DURATION:** The duration of this agreement is three (3) years: ~~FY22 (2021-2022 school year), FY23~~
15 ~~(2022-2023 school year), and FY24 (2023-2024 school year), FY21 (2020-2021 school year) FY22 (2021-2022~~
16 ~~school year), and FY23 (2022-2023 school year).~~

17
18 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than ~~March 1, 2021~~ June
19 30, 2022.

20
21 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement no later
22 than June 30, ~~2024~~ 2023.

23
24 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to account
25 for the fiscal impact of this agreement, the parties agree to an emergency re-opener to negotiate impact.
26 Articles will be reopened, as appropriate, so that the impact of any windfall or shortfall in District funding
27 may be negotiated and appropriate increases or decreases may be discussed. The parties agree to
28 commence negotiations upon written request of either party to re-open due to a windfall or shortfall.

29
30 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered or modified
31 only through the voluntary mutual consent of the Parties in a written and ratified amendment.

32
33 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of competent
34 jurisdiction, or as a result of a change in state or federal law, the Parties shall meet as soon as practicable
35 to modify the article to the extent necessary to bring it into legal compliance. The remaining articles
36 shall remain in full force and effect for the duration of this Agreement.

37
38 **15.06 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects thereof,
39 shall expire on June 30, ~~2023~~ 2024, and in no event shall any other articles contravene the expiration of
40 this Agreement.

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) Grievied:

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	-	\$14.49	01/26/2021
Assistant, Speech-Language Pathology	S-12.01	187	-	\$21.65	02/23/2021
Attendant, Cafeteria	A-11.03	187	4	-	01/26/2021
Attendant, Child Care	C-8.01	187	-	\$13.02	01/26/2021
Helping Teacher, Brailist	H-11.07	187	-	\$17.05	02/09/2021
Helping Teacher, Interpreter (Deaf and Hard of Hearing)	H-11.03	187	-	\$21.79	02/09/2021
Helping Teacher, Social Communication Technician <i>(No new hires in this category effective FY19)</i>	H-11.11	187	-	\$15.85	02/09/2021
Licensed Practical Nurse	N-1.02	187	-	\$21.53	01/26/2021
Paraprofessional, Educational <i>(Effective 7/1/22, includes the following job codes.11.01, 11.02 excluding job code 503960, 11.05, 11.07, and 11.10)</i>	A-11.02	187	-	\$15.75	02/09/2021
Paraprofessional, Infant/Toddler Instructor (Senior) <i>(No new hires in this category after FY08)</i>	P-1.01	196	-	\$22.46	01/26/2021
Paraprofessional, Infant/Toddler Instructor	P-1.04	196	-	\$18.72	01/26/2021
Specialist, Early Childhood (Family Advocate)	S-8.01	187, 216, 255	6	-	02/23/2021
Specialist, Early Childhood (Family Services) <i>(No new hires in this category effective FY19)</i>	S-8.04	187, 255	6	-	02/23/2021
Specialist, Early Childhood (Parent Educator)	S-11.76	216	6	-	02/23/2021
Specialist, Enrollment (District)	S-11.52	255	6	-	02/23/2021
Specialist, Family-Community Engagement	S-11.43	187	6	-	02/23/2021
Specialist, Information (Elementary)	S-11.28	216, 255	-	\$15.37	02/23/2021
Specialist, Information (Secondary)	S-11.29	216, 255	-	\$15.81	02/23/2021
Specialist, Job Coach	S-11.45	187	5	-	02/23/2021
Specialist, ESOL Compliance	S-11.74	255	6	-	02/23/2021
Specialist, Student Services (Title I and Migrant)	S-11.64	187	6	-	02/23/2021
Specialist, Support	S-11.30	216, 255	5	-	02/23/2021
BUSINESS SERVICES					
Analyst, Procurement Services	A-6.02	255	7	-	02/09/2021
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	255	5	-	01/12/2021
Bookkeeper	B-1.01	216, 255	6	-	02/09/2021
Clerk, Inventory	C-11.03	255	-	\$16.60	02/09/2021
Courier	C-52.01	196, 255	-	\$14.03	01/12/2021
Operator, Snack Bar	O-1.06	255	-	\$14.20	02/23/2021
Printer	P-17.01	255	-	\$17.48	01/12/2021
Specialist, Accounting	C-11.07	255	-	\$17.95	02/09/2021
Specialist, Accounting (Senior)	S-11.14	255	-	\$19.66	02/23/2021
Specialist, Bindery	O-1.11	255	-	\$14.69	01/12/2021
Specialist, Bindery (Senior)	O-1.12	255	-	\$16.08	01/12/2021
Specialist, Inventory	S-11.01	255	6	-	01/12/2021
Specialist, Inventory (Senior)	S-11.13	255	-	\$18.18	02/23/2021
Specialist, Procurement Services	S-11.32	255	5	-	01/12/2021
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	-	\$16.64	02/09/2021
Assistant Manager, Environmental Education and School Garden	A-31.02	196	-	\$16.64	02/09/2021
Manager, Food and Nutrition Services (Intern)	M-1.03	196	-	\$16.64	09/22/2020
Worker, Food and Nutrition Services	F-1.04	190	-	\$12.99	02/09/2021
Worker, Food and Nutrition Services (Traveling)	F-1.05	190	-	\$14.20	02/09/2021
INFORMATION SYSTEMS					
Specialist, Technical Support	S-11.21	255	9	-	02/23/2021
Technician, Field Support	T-6.15	255	10	-	02/23/2021
MAINTENANCE SERVICES					

Assistant Supervisor, Maintenance (Crafts)	A-46.03	255	-	\$26.30	02/09/2021
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	255	-	\$29.14	02/09/2021
Assistant Supervisor, Maintenance (Grounds)	A-46.09	255	-	\$17.15	02/09/2021
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	255	-	\$29.65	02/09/2021
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	255	-	\$30.51	02/09/2021
Assistant Supervisor, Maintenance (Painting)	A-46.07	255	-	\$22.97	02/09/2021
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	255	-	\$30.15	02/09/2021
Assistant Supervisor, Maintenance (Sites)	A-46.10	255	-	\$17.15	02/09/2021
Carpenter	C-56.03	255	-	\$20.41	02/09/2021
Electrician	C-56.04	255	-	\$22.60	02/09/2021
Glazier	C-56.06	255	-	\$18.53	02/09/2021
Locksmith	C-56.07	255	-	\$21.28	02/09/2021
Mason	C-56.08	255	-	\$21.07	02/09/2021
Mechanic, Generator	M-6.05	255	-	\$27.56	02/09/2021
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	255	-	\$23.66	02/09/2021
Millwright/Machinist	C-56.11	255	-	\$20.85	02/09/2021
Operator, Equipment	C-56.26	255	-	\$21.88	02/09/2021
Painter	C-56.14	255	-	\$18.38	02/09/2021
Plumber	C-56.15	255	-	\$23.37	02/09/2021
Roofer	C-56.17	255	-	\$18.55	02/09/2021
Specialist, Documents	S-11.15	255	5	-	02/23/2021
Specialist, Locks and Hardware Systems	S-11.53	255	-	\$23.32	02/23/2021
Specialist, Stock Control	S-11.11	255	5	-	01/12/2021
Specialist, Turf	C-56.22	255	-	\$16.60	02/09/2021
Technician, Chillwater and HVAC	T-6.06	255	-	\$27.09	02/23/2021
Technician, Commercial Food Service Equipment	C-56.24	255	-	\$17.42	02/09/2021
Technician, Electronics (Field Service)	T-6.05	255	-	\$24.76	02/23/2021
Technician, Energy Systems	T-6.08	255	-	\$23.66	02/23/2021
Technician, Pest Control	T-6.02	255	-	\$16.97	02/23/2021
Utility Worker/Trades Helper	C-56.19	255	-	\$ 14.27	02/09/2021
Welder/Sheetmetal Fabricator	C-56.21	255	-	\$20.68	02/09/2021
Worker, Sites	S-6.01	255	-	\$ 13.38	02/23/2021
OPERATIONS					
Custodian	C-61.01	255	-	\$13.02	02/09/2021
Head Custodian	C-61.02	255	-	\$16.68	02/09/2021
SAFETY AND SECURITY					
Attendant, Safety and Security	A-11.04	187	-	\$12.63	01/26/2021
Specialist, Safety and Security	S-11.54	187, 255	-	\$14.37	02/23/2021
Technician, Security and Video Surveillance	T-6.17	255	8	-	02/23/2021
Technician, Service (Fire Equipment)	C-56.05	255	-	\$19.65	02/09/2021
SECRETARIAL/CLERICAL					
Clerk Specialist	C-16.01	255	-	\$15.69	02/09/2021
Clerk Typist	C-21.01	196, 216, 255	-	\$15.31	02/09/2021
Receptionist	R-1.01	255	-	\$14.63	02/23/2021
Secretary	S-1.02	206, 216, 255	5	-	02/23/2021
Secretary (School)	S-1.08	216, 255	5	-	02/23/2021
TRANSPORTATION SERVICES					
Attendant, School Bus	A-11.01	186	3	-	01/26/2021
Clerk, Transportation (Stockroom)	C-11.10	255	-	\$16.60	02/09/2021
Dispatcher, Transportation Services	D-2.01	216, 255	7	-	02/09/2021
Mechanic	M-6.02	255	-	\$21.94	02/09/2021
Mechanic (Service)	M-6.03	255	-	\$18.43	02/09/2021
Monitor, School Bus	A-11.06	186	3	-	01/26/2021
Operator, School Bus	D-26.02	186	-	\$17.50	01/26/2021
Specialist, Transportation (Automation)	S-11.06	255	8	-	02/23/2021
Specialist, Transportation (Data)	S-11.31	255	5	-	02/23/2021
Specialist, Transportation (Routes)	S-11.09	255	-	\$18.33	02/23/2021
Trainer, Transportation (Safety)	T-16.02	186	7	-	02/23/2021

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, 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	-
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 (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	
Helping Teacher, Brailist	H-11.07	7.0	6.5	0.5	Paid 7.0	
Helping Teacher, Interpreter (Deaf and Hard of Hearing)	H-11.03	7.0	6.5	0.5	Paid 7.0	
Helping Teacher, Social Communication Technician	H-11.11	7.0	6.5	0.5	Paid 7.0	
Licensed Practical Nurse	N-1.02	8.0	7.5	0.5	Paid 8.0	
Paraprofessional, Educational	A-11.02	7.0	6.5	0.5	Paid 7.0	
Paraprofessional, Infant/Toddler Instructor	P-1.04	7.0	6.5	0.5	Paid 7.0	
Paraprofessional, Infant/Toddler Instructor (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	
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	
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, 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	
Worker, Food and Nutrition Services	F-1.04	2.0	2.0	N/A	N/A	2.0
		4.5	4.0	0.5	Unpaid	4.0
		5.5	5.0	0.5	Unpaid	5.0
		6.5	6.0	0.5	Unpaid	6.0
Worker, Food and Nutrition Services (Traveling)	F-1.05	7.5	7.0	0.5	Unpaid	7.0
		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 (Major 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
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
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						
Attendant, School Bus	A-11.01	6.5	6.0	Split Shift	Unpaid	6.0
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
Monitor, School Bus	A-11.06	6.5	6.0	Split Shift	Unpaid	6.0
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

FY21 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
1	\$10.75	\$10.96	\$11.24	\$11.53	\$11.82	\$12.12	\$12.47	\$12.79	\$13.11	\$13.44	\$13.82	\$14.18	\$14.56	\$14.95	\$15.35	\$15.77
2	\$11.61	\$11.82	\$12.12	\$12.47	\$12.79	\$13.11	\$13.44	\$13.82	\$14.18	\$14.56	\$14.95	\$15.35	\$15.77	\$16.19	\$16.62	\$17.08
3	\$12.55	\$12.79	\$13.11	\$13.44	\$13.82	\$14.18	\$14.56	\$14.95	\$15.35	\$15.77	\$16.19	\$16.62	\$17.08	\$17.53	\$18.01	\$18.51
4	\$13.56	\$13.82	\$14.18	\$14.56	\$14.95	\$15.35	\$15.77	\$16.19	\$16.62	\$17.08	\$17.53	\$18.01	\$18.51	\$19.02	\$19.55	\$20.10
5	\$14.68	\$14.95	\$15.35	\$15.77	\$16.19	\$16.62	\$17.08	\$17.53	\$18.01	\$18.51	\$19.02	\$19.55	\$20.10	\$20.65	\$21.21	\$21.81
6	\$15.89	\$16.19	\$16.62	\$17.08	\$17.53	\$18.01	\$18.51	\$19.02	\$19.55	\$20.10	\$20.65	\$21.21	\$21.81	\$22.41	\$23.03	\$23.67
7	\$17.20	\$17.53	\$18.01	\$18.51	\$19.02	\$19.55	\$20.10	\$20.65	\$21.21	\$21.81	\$22.41	\$23.03	\$23.67	\$24.33	\$25.01	\$25.71
8	\$18.65	\$19.02	\$19.55	\$20.10	\$20.65	\$21.21	\$21.81	\$22.41	\$23.03	\$23.67	\$24.33	\$25.01	\$25.71	\$26.43	\$27.17	\$27.94
9	\$20.23	\$20.65	\$21.21	\$21.81	\$22.41	\$23.03	\$23.67	\$24.33	\$25.01	\$25.71	\$26.43	\$27.17	\$27.94	\$28.75	\$29.55	\$30.39
10	\$21.97	\$22.41	\$23.03	\$23.67	\$24.33	\$25.01	\$25.71	\$26.43	\$27.17	\$27.94	\$28.75	\$29.55	\$30.39	\$31.27	\$32.14	\$33.07
11	\$23.86	\$24.33	\$25.01	\$25.71	\$26.43	\$27.17	\$27.94	\$28.75	\$29.55	\$30.39	\$31.27	\$32.14	\$33.07	\$34.01	\$34.96	\$35.99
12	\$25.93	\$26.43	\$27.17	\$27.94	\$28.75	\$29.55	\$30.39	\$31.27	\$32.14	\$33.07	\$34.01	\$34.96	\$35.99	\$37.00	\$38.07	\$39.16

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.