

SPALC

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE SCHOOL BOARD OF LEE COUNTY
AND**

THE SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY



CONTRACT

**FY18 (2017-2018 SCHOOL YEAR),
FY19 (2018-2019 SCHOOL YEAR),
FY20 (2019-2020 SCHOOL YEAR)**

FEBRUARY 2018

TABLE OF CONTENTS

Preamble	i
Definitions	ii
ARTICLE 1 – PARTIES TO THE AGREEMENT	1
ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES	2
ARTICLE 3 – SAFETY AND SECURITY	6
ARTICLE 4 – GRIEVANCE PROCEDURE	9
ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES	12
ARTICLE 6 – WORKING CONDITIONS	22
ARTICLE 7 – WORK SCHEDULE	27
ARTICLE 8 – PERFORMANCE EVALUATION	32
ARTICLE 9 – (BLANK)	33
ARTICLE 10 – COMPENSATION	34
ARTICLE 11 – BENEFITS	41
ARTICLE 12 – LEAVE	44
ARTICLE 13 – PARTICIPATORY DECISION MAKING	58
ARTICLE 14 – TRANSPORTATION	60
ARTICLE 15 –DURATION, ACCEPTANCE, AND REOPENING	70
Association Membership Form	Appendix A
Grievance Report Form	Appendix B
FY18 SPALC Salary Schedule	Appendix C
Temporary Reassignment Matrix	Appendix D
Index	Appendix E

PREAMBLE

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

DEFINITIONS

1 **(1) EMPLOYEE:** The term “employee” shall refer only to employees in the unit as defined in
2 Article 1.02. Any reference to an employee in this Agreement shall include both sexes, and
3 whenever the male gender is used it shall also include female employees.

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

5 **(b) PART-TIME:** An employee who works less than twenty (20) hours per work week.
6

7 **(2) BOARD:** The School Board of Lee County, Florida, or its duly authorized representative(s).
8

9 **(3) SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or his
10 designated representative(s).
11

12 **(4) ASSOCIATION:** The Support Personnel Association of Lee County (SPALC), which is the
13 certified bargaining agent for this unit.
14

15 **(5) SUPERVISOR**

16 **(a) ASSIGNED TO SINGLE SCHOOL/SITE:** In a school, the employee’s supervisor is
17 the building principal or his designee.

18 **(b) ASSIGNED TO MULTIPLE SCHOOLS/SITES:** if an employee works at more than
19 one work site, the employee’s supervisor shall be the supervisor with whom a grievance is
20 filed

21 **(c) NOT ASSIGNED TO A SCHOOL/SITE:** if an employee is not assigned to a school,
22 the employee’s supervisor is the administrator by whom the employee is evaluated.
23

24 **(6) DAYS:** All references in this Agreement to days shall refer to calendar days except when
25 specified otherwise.
26

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

ARTICLE 1 –PARTIES TO AGREEMENT

1 **1.01 – PARTIES:** This agreement is entered into by the School Board of Lee County, also
2 referred to as the District, and the Support Personnel Association of Lee County, also referred
3 to as the Association or SPALC. The Articles of this contract are in compliance with Chapter
4 447, Florida Statutes, and shall continue in effect as specified in Article 15 (Acceptance,
5 Duration, and Reopening).
6

7 **1.02 – CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes that
8 The Support Personnel Association of Lee County is certified by the Florida Public Employees
9 Relations Commission as the sole and exclusive collective bargaining agent for all employees in
10 the Bargaining Unit described herein with respect to wages, hours and terms, and conditions of
11 employment. See also PERC Case No. RA-93-009, Order No. 93E-249, Case No. RC-86-018,
12 Order No. UC-86-044, Order No. UC-87E-050, Case No. RC-86-009, 86E-132, 87E-050 and
13 subsequent orders issued by PERC.
14

15 **1.03 – BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are
16 included in the SPALC Salary Schedule. This includes, but is not limited to all full-time and
17 part-time support staff in the job classifications listed in Appendix C.
18

19 **1.04 – EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and other
20 regular employees listed as part of other bargaining units or salary schedules. This includes
21 instructional staff; supervisory, technical, and confidential staff; and all administrative staff.
22 Specifically excluded are all members of management, including but not limited to the
23 Superintendent, Chiefs, Principals, Assistant Principals, Executive Directors, Directors, Assistant
24 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.
2 Employees shall have the right to engage in lawful concerted activities for the purpose of collective
3 bargaining as it relates to conditions of employment or compensation or other mutual aid or
4 protection. The employees shall have the right to refrain from engaging in such activities. They
5 shall have the right to express and communicate views in accordance with state and federal law
6 and have the right to a fair and equitable grievance procedure administered without regard to
7 membership or non-membership or by virtue of their holding or not holding office in the
8 Association. This article shall be applied to all employees by the employer and Association.
9 Employees shall have all the rights secured to them by PERC, Chapter 447, Part 2, Florida Statute,
10 and as otherwise provided by law.

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

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

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

34
35 **2.03 – ASSOCIATION**

36
37 **(1) Facilities:** The Association shall have the privilege of using school facilities and equipment as
38 provided in Board policy.

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

1 employee.

2
3 **(3) School Board Meetings:** The Association President or his designee shall have the right to
4 attend School Board meetings. The Association President or his designee will make arrangements
5 with the Superintendent to attend any Board meeting held during working hours. The Association
6 will reimburse the District for the wages of the Association employee who attends a Board meeting
7 during working hours.

8
9 **(4) Posting:** The Association shall have the privilege of posting notices concerning Association
10 business on bulletin board space not less than 24" x 36" exclusively assigned to the Association
11 by the principal or supervisor. The Association shall be given a list of the location of each bulletin
12 board space and be informed of any intended changes. The Association shall provide a copy of
13 each notice to the principal or supervisor prior to each posting.

14
15 **(5) Mailboxes:** The Association shall have the right to distribute Association materials in
16 employee mailboxes at school sites where such mailboxes are provided. When the Board and the
17 Association must communicate items of mutual concern to the employees of the District; the
18 courier service may be utilized to disseminate such communications. The Association agrees to
19 indemnify the Board for any claim that might arise on the issue of private express, including all
20 costs, penalties, and attorney's fees.

21
22 **(6) Dues Collection:** Each pay day, including final pay, the Board shall deduct Association dues
23 from the pay of every member who has signed an authorization card(see Appendix A). Upon
24 termination from employment, any amount due the Association shall be deducted from the
25 employee's final paycheck. The authorization is revocable by the employee upon thirty (30) days'
26 written notice to the Board and the Association. The Board will provide the Association with a
27 complete list of deductions made each month. Dues deduction authorization cards must be
28 presented to the Payroll Department by the Association six (6) work days before the pay period
29 in which the deduction begins. The Payroll Department will notify the Association of a member's
30 request to drop membership within seven business days. Any dispute as to the amount of dues deducted
31 shall be solely between the Association and the employee. The Association and the employee shall
32 hold the School Board harmless from any liability arising from the deduction of any dues. In cases
33 of deduction errors, adjustments will be made in subsequent checks. There shall be a charge for
34 each deduction of five cents (\$.05) per deduction per member to be paid by the Association.

35
36 **(7) Association Leave:**

37 **(a) Members:** Upon written request of the Association President, his or her designee may
38 be allowed up to a total of 320 hours of leave per year without pay to conduct Association
39 business. A leave request shall be submitted to the Superintendent and the employee's
40 supervisor. The cumulative total granted to the Association shall not exceed 320 hours of
41 leave per year. The leave must be scheduled in a manner that will not adversely affect the
42 operation of the School District. No individual may use more than 80 hours of Association
43 leave per year. In the event the Association requires additional leave hours, a request will
44 be submitted to the SPALC Labor/Management Committee for review and possible
45 agreement.

46 **(b) President:** The President of the Association may be granted personal leave for the

1 school year(s) of his/her term of office. Such leave shall be granted with the same privileges
2 and benefits approved with personal leave for other employees.

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

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

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

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

17
18 **(9) Consultation:** The Association may request meetings with management for the purpose of
19 discussing issues of mutual concern. The request must be in writing and include items to be
20 discussed. Management shall respond to such requests within five (5) days. Any written
21 agreements resulting from such meeting shall be ratified by the appropriate governing body of the
22 Association and the School Board or its designee.

23
24 **(10) Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this
25 Agreement to the Association for every 20 employees governed by the Agreement within 30 days
26 after a print ready draft is approved by the parties. The Board further agrees to provide access to
27 the Agreement from the home page of the District's Website and to provide computer access to
28 employees in the unit for the purpose of reviewing the Agreement.

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

40
41 **(12) Calendar Committee:** A joint committee of twenty-four (24) members, twelve (12) of whom
42 shall be appointed by the Superintendent including the chairperson, and twelve (12) of whom shall
43 be appointed by the Association representing all affected bargaining units, shall meet. The
44 committee shall review the next year's instructional calendar. Other work year calendars will be
45 developed by the SPALC Labor/Management Committee as needed. Disputes not resolved within
46 the Calendar committee, or changes to the committee's recommendations shall be subject to

1 bargaining before implementation.

ARTICLE 3 – SAFETY AND SECURITY

3.01 - 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 he/she deems appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, he/she may report it to the 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 Committee:**

(a) **District:** The joint Safety/Security Committee shall consist of sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent, including the Chairperson, and eight (8) of whom shall be appointed by the Association(s), representing all affected bargaining units. The District Safety/Security Committee shall meet on a schedule established by the District Safety/Security Committee members. The joint committee shall review district safety/security and unresolved site safety/security issues. Recommendations shall be forwarded to the Superintendent and the Labor/Management Committee by the District Safety/Security Committee chairperson.

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

(c) **Meeting Request:** The Association may request the site Safety/Security Committee to meet at any time. The request shall be in writing and specify the reasons. The Association shall furnish a copy of the request to the Safety & Security Department and the Labor Relations Department. The Site Safety/Security Committee chairperson shall respond to such request within five (5) days.

(4) **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.

(5) **Training:** Specific, job-related training shall be provided to employees at the expense of the

1 Board. Qualified employees will be offered an annual training opportunity based on their job
2 duties, seniority, if relevant, and technological advances in the trade. All training required by the
3 Board will carry inservice points and will be paid at the employee's hourly rate. Employees
4 attending required training outside the employee's regular work schedule will be paid at their
5 regular hourly rate or at the overtime hourly rate. If a senior employee believes s/he should have
6 been offered training that was offered to a different employee, s/he may file a grievance to be heard
7 by the supervisor.

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

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

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

17 **(d) Paraprofessionals:** The Labor/Management Committee will develop a list of specific,
18 job related training items for paraprofessionals. Paraprofessionals shall receive this training
19 within the first thirty (30) days of their employment.

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

22 **(f) Custodians:** The District will provide training on identifying hazardous waste and the
23 steps necessary to report hazardous waste. Emergency phone numbers will be made
24 available to nighttime custodians and will be included in the MSDS Manual.
25

26 **(6) Transportation**

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

31 **(b) Student Discipline**

32 **(1) Training:** The District will provide training for bus
33 operators/attendants/monitors in methods of maintaining discipline. The training
34 shall include cultural sensitivity. The principal or designee shall meet with
35 employees assigned to buses serving the school no later than three (3) weeks after
36 the start of each school year to review the school's discipline procedures pertaining
37 to transportation of students. These meetings shall be coordinated through the
38 Assistant Directors for each Transportation Zone.

39 **(2) Process:** When a transportation employee has exhausted the District bus
40 discipline procedures and a student still requires the attention of the principal or
41 other school or District staff, the transportation employee shall so inform the
42 principal or designee, on the approved referral form. When a transportation
43 employee submits a disciplinary referral, the principal or designee shall write the
44 action taken on the form and return a copy to the transportation employee within
45 five (5) work days. If the problem continues, the transportation employee's
46 supervisor will arrange for a meeting with the principal or designee, the

1 transportation employee's supervisor and other parties as deemed appropriate. For
2 Schools with continued problems, the issue will be referred to the Executive
3 Director of Transportation to find a solution.

4 **(c) Bus Ramps:** Transportation employees and any school based employee who is required
5 to perform bus ramp duties must receive bus ramp safety training.
6

7 **(7) Custodians**

8 **(a) Safe Environment:** When custodians are required to work outside in darkness or in
9 secluded areas, the supervisor shall utilize one of the following options to ensure a safe
10 working environment: Provide a communication device, Assign another person to work in
11 the same vicinity during the same time, Adjust the employee's work schedule to allow the
12 employee to perform required duties during daylight hours,

13 **(b) Safety Equipment:** Provide necessary safety equipment, such as appropriate fitting
14 rubber boots, upon request by school or site supervisor. Necessary safety equipment to be
15 agreed upon by the SPALC Labor/Management Committee and consistent with Article
16 3.01(4).

ARTICLE 4 –GRIEVANCE PROCEDURE

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

5 6 **4.02 – JURISDICTION**

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

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

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

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

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

36 37 **4.03 - FILING**

38
39 **(1) Grievance Forms:** Grievance forms shall be available in electronic format through the
40 School District’s Web Site or may be copied from the document found in this Agreement

41 **(a) Time Limits**

42 **(1) Untimely Filing:** Failure of the grievant to process a grievance within the time
43 limits herein provided shall bar the grievance.

44 **(2) Extensions:** If the collaborative process is used in Level I –Level III of the

1 grievance procedure, the time limits provided in this article may be extended by
2 written agreement between the parties. Whenever illness or any other incapacity
3 of the grievant prevents attendance at any grievance meeting or hearing, the
4 meeting or hearing shall be continued until the grievant can be present.

5 **(3) Working Days:** For the purpose of this grievance procedure, work days are
6 defined as Monday through Friday, and when the summer schedule is in effect,
7 Monday through Thursday, exclusive of holidays specified in this Agreement.

8 **(b) Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any
9 Level of this procedure. Once the grievant withdraws a grievance and/or arbitration request,
10 the matter shall be considered closed and final. The same grievance may not be filed a
11 second time by the same grievant. A written record of the withdrawal of the grievance
12 and/or arbitration request shall be maintained in the grievance file.
13

14 **4.04 - HEARINGS**

15
16 **(1) Informal Grievance:** In the event that any employee believes that there is a basis for a
17 grievance, he shall, within ten (10) working days of the alleged violation, schedule a meeting
18 with his immediate supervisor to informally discuss the alleged violation. This meeting is often
19 the best opportunity for the parties to achieve a positive resolution to avoid a formal written
20 grievance. The meeting will take place within two (2) working days of the date the employee
21 notifies the supervisor, unless otherwise agreed upon by the parties. If after the informal
22 discussion has concluded and the violation still exists, after two (2) working days the grievant
23 may utilize the formal grievance procedure. The grievant must initiate the grievance within
24 seven (7) working days of the informal discussion. The grievant may choose to have an
25 Association representative present during the informal discussion. It is the intention of the parties
26 that the Level I Grievance Hearing shall not be an exact repeat of the Informal Grievance
27 Hearing. The Level I Grievance Hearing will be waived if the same Administrator who conducted
28 the unresolved Informal Grievance Hearing, would under normal circumstances, be the same
29 individual conducting the Level I Grievance Hearing.
30

31 **(2) Formal Grievance**

32 **(a) Level I:** A copy of the grievance shall be forwarded by the grievant to the
33 Superintendent and to the Association at the same time the grievance is filed with the
34 supervisor. The supervisor shall meet with the grievant and his representative(s). Such
35 meeting shall require at least two (2) working days' notice and shall be held within ten
36 (10) working days of the date of filing the formal grievance. The supervisor shall furnish
37 his written disposition of the grievance to the grievant within seven (7) working days of
38 the meeting and shall furnish a copy thereof to the grievant, the
39 Superintendent, and the Association.

40 **(b) Level II:** If the grievant is not satisfied with the disposition of the grievance, or
41 if no disposition has been made within the time limits as specified in Level I, the grievant
42 may submit the same grievance to the Superintendent within ten (10) working days of the
43 date of disposition or the expiration of the time limits for a disposition. The Superintendent
44 shall meet with the grievant and his representative(s) within ten (10) working days of the
45 date of filing. The Superintendent shall furnish his written disposition of the grievance to
46 the grievant within seven (7) working days of such meeting and shall furnish a copy thereof

1 to the supervisor and to the Association.

2 (c) **Level III:** In the event the grievant is not satisfied with the disposition of the
3 grievance at Level II, or if no disposition has been made within the time limits as
4 provided in Level II, the grievant, with approval from and representation by the
5 Association, may submit the grievance to arbitration in accordance with the rules of the
6 American Arbitration Association. Submission of a grievance to arbitration shall be
7 initiated by the grievant, his counsel or by his designated Association representative, by
8 filing a written request with the American Arbitration Association and with the
9 Superintendent within ten (10) working days of the date of the Level II disposition of the
10 grievance or the expiration of time limits for a disposition. The disposition of the
11 grievance made by the arbitrator shall be binding on both parties; providing that the
12 arbitrator shall have no power to add to, subtract from, modify, or otherwise alter the
13 terms of the collective bargaining agreement. The grievance may be settled while the
14 arbitration procedure is pending.

15
16 (3) **Confidentiality:** All meetings and hearings under the grievance procedure shall be held in
17 private and shall include only such parties, their representatives, and witnesses. Arbitration
18 hearings shall be in public.

19
20 (4) **Release from Work:** Grievances shall be processed during times which do not interfere
21 with the grievant's work unless the parties agree otherwise. Release time without loss of pay
22 shall be granted to employees whose attendance is essential when grievance meetings are held
23 during working hours.

24
25 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the
26 supervisor delivers the written disposition to the grievant if hand delivered in person; or the date
27 of postmark in those instances where delivery is by mail; or the date upon which the document is
28 faxed to the grievant or his/her representative; or the date upon which the document is delivered by
29 electronic mail to the grievant or his/her representative.

30
31 (1) **Records:** No records of a grievance shall be filed in an employee's personnel file.

32
33 (2) **Adjustments:** The adjustment of any grievance shall be consistent with the articles of this
34 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 his/her supervisor that non-renewal is being recommended. The Superintendent shall conduct the conference within ten (10) working days of the employee's request.

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

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

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

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

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

5 **5.03– TRANSFER**

6

7 **(1) Voluntary**

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

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

12 **(c) Notice:** All transfer applicants granted interviews shall be notified in writing by the
13 principal or supervisor of his/her decision.

14 **(d) Conflicts**

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

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

22 **(3) Retention of Right:** The employee offered the new position retains a right to
23 that position during the period of transfer disposition resolution.
24

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

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

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

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

36 **(d) Notice**

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

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

43 **(e) Training:** Prior to an involuntary transfer, employees with seniority may be provided
44 an opportunity to receive training for a similar position if available at their current work
45 site. The training must occur during a natural break in the employee's work schedule (i.e.
46 summer break) and not affect the efficient operation of the work site and/or the District.

1 The employee will participate voluntarily in the training and will not be provided pay
2 and/or benefits for the time spent in training. If, at the conclusion of the training,
3 management determines that the employee will not be capable of performing the functions
4 of the new position the employee will be involuntarily transferred to a new location.
5 Training will not be implemented solely due to an involuntary transfer and must already
6 be available as a part of the District's normal or scheduled Professional Development
7 offerings.

8 **(f) Process**

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

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

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

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

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

19 **(6) Employee Refusal:** Should an employee refuse to accept an assignment
20 substantially equal to their current assignment, said refusal shall constitute a
21 resignation by the employee.
22

23 **(3) Reassignment:** A reassignment of duties at the same school or site is not a transfer.
24

25 **5.04 –REDUCTION IN FORCE:** The Board will determine the classification by departments
26 and schools to be reduced. The Board will notify the Association in advance of any reduction-in-
27 force or reduction in hours action. Employees will be laid off or reduced in hours in the inverse
28 order of their seniority in the District. Employees who are laid off, surplus, or reduced in hours
29 may fill a vacant position, if qualified.
30

31 **(1) Recall**

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

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

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

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

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

1 **5.05– ASSIGNMENT OF DUTIES**
2

3 **(1) Job Description:** The Board will prepare and maintain job descriptions for those jobs in the
4 unit. The job descriptions shall list the required qualifications as completely as possible. Every job
5 duty in a job description need not always be specifically described, and any omission does not
6 preclude the required performance of all duties that are job related.

7 **(a) Regular Review:** The Board agrees to review job descriptions to ensure that an accurate
8 reflection of performance expectations is maintained. The SPALC Labor/Management
9 Committee, as defined in Article 13.01(1), will review proposed changes in job
10 descriptions prior to placement of these proposed changes on the School Board agenda.
11 (Reference Article 5.05(1)(a) and 10.02(3) The SPALC Labor/Management Committee
12 will recommend job groups for consideration as established career advancement paths.

13 **(b) Request for Review:** An employee may request a formal review of his job
14 description when the employee believes the current duties as assigned do not match the job
15 description. Requests for review shall be made in writing and submitted to the SPALC
16 Labor/Management Committee.

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

19 **(d) TALC Supplements:** TALC Supplement positions will not conflict with a SPALC
20 employee’s primary job duties, work schedule, or hours.
21

22 **(2) Temporary Reassignment:** When an employee is assigned to perform all the essential
23 functions and duties of a position in a pay grade higher than the employee’s regular pay grade
24 the employee shall be paid at the higher pay grade. Any suspected abuse of the temporary
25 assignment article or unfair assignment of opportunities for short term assignment practices will
26 be referred to the SPALC Labor/Management Committee.

27 **(a) Mileage:** If an employee is asked by a supervisor to leave the work site on District
28 business, using his personal vehicle, the Board shall reimburse the employee for actual
29 mileage and furnish liability insurance coverage as provided by the District’s self-insurance
30 plan. No employee shall be required to use his personal vehicle for District business.
31

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

37 **(a) Training Opportunities:** Employees will be given an opportunity for training in job
38 advancement skills.
39

40 **(4) Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized,
41 no additional duties shall be distributed to other employees unless comparable duties are specified
42 by the principal, supervisor or designee as duties not to be completed.
43

44 **(5) Interns:** Interns may be identified as needed for the efficient operation of the school system
45 and to provide advancement opportunities for employees. At the end of the internship, employees
46 not promoted to positions in which the internship was served shall be returned to a position

1 comparable to the position held prior to serving the internship.

2
3 **(6) Satellite Work Sites:** In departments where zones, regions or satellite work sites are
4 established, employee preferences by seniority will be considered. The Superintendent reserves
5 the right to assign employees as needed. Bidding procedures shall be established through
6 labor/management meetings in each department affected.

7
8 **(7) Subcontracting:** The Board agrees to utilize subcontractors only for a specific need or in case
9 of an emergency.

10
11 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as
12 herein provided.

13
14 **(1) Advertising Vacancies:** A list of job openings shall be provided to Association representatives
15 at each work site upon request. Job openings shall also be posted on the District website for five
16 (5) consecutive work days prior to filling the position. Posted job openings shall include the
17 beginning hourly rate.

18
19 **(2) Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority,
20 work experience and interview responses are superior, shall be offered the position.

21
22 **(3) Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition
23 to the approved job description expected of applicants shall be determined prior to considering any
24 applicants for a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to
25 the extent that it would create a new job classification or be equivalent to an existing job
26 classification and job description.

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

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

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

37
38 **(4) First Consideration:** Current employees of the District who apply shall be given first
39 consideration prior to other applicants.

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

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

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

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

15
16 (5) **Summer School Vacancies:** Summer school vacancies will be posted and filled in accordance
17 with Article 5.06 and are subject to job requirements and student needs. The District agrees to
18 meet and consult with SPALC representatives regarding the development of the Summer School
19 handbook as it relates to employment of SPALC members for summer school. Decisions regarding
20 the development of the Summer School handbook as related to filling summer school vacancies
21 will be made in a collaborative manner when possible.

22
23 **5.07 – AMERICANS WITH DISABILITIES ACT:** Any employee that believes that he or she
24 has a disability under the ADA may apply for a reasonable accommodation if the employee deems
25 such an accommodation necessary. The request will be reviewed pursuant to the District's ADA
26 review process. The District's application of the ADA review process shall be the sole issue under
27 this article subject to the grievance procedures as outlined in Article 4 of this agreement. The
28 decision and/or outcome of the employee's application or request shall not be the subject of a
29 grievance as outlined in Article 4 of this agreement, but may be appealed pursuant to the District's
30 ADA review process. Information about the ADA, ADA accommodation request forms, and ADA
31 medical certification forms are posted on the District's website.

32
33 **5.08– WORKERS COMPENSATION**

34
35 (1) **Limited Duty:** Employees who have experienced a workers' compensation injury and who
36 have been evaluated and released by an approved physician as physically able to return to work
37 with specific limitations, will return to their job site upon written authorization by Insurance and
38 Benefits Management. Specific work limitation will be forwarded to the employee's supervisor
39 from the treating physician. The employee will remain in his/her job site, performing appropriate
40 duties as identified by his/her supervisor for a period of time agreed to by the employee and the
41 work site supervisor. The employee will be evaluated by his/her physician as necessary based on
42 the course of treatment and, if not released for full duty, will be returned for limited duty for a
43 work period agreed to by the employee and the work site supervisor. At the completion of the
44 second work period, if the employee is not able to return to a full-duty status, he will be evaluated
45 by the physician, principal/supervisor and the Insurance and Benefits Management to determine
46 the employee's status. Alternatives such as returning to workers' compensation off-duty status,

1 continuation of limited duty assignments, Alternate Duty assignments, and/or other assignments
2 will be reviewed with the employee. If a period of limited duty exceeds six months the District
3 will notify the Association of the identity of the employee.
4

5 (2) Alternate Duty

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

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

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

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

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

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

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

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

1 (i) **Application Upon Completion:** Once employees are deemed “trained” by Insurance
2 and Benefits Management, they are required to apply for all positions, for which they have
3 received training, within a reasonable commute.

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

7 (k) **Refusal:** If an employee refuses to be tested for Alternate Duty placement or to
8 participate in his/her assigned Alternate Duty training program, this shall be deemed a
9 voluntary resignation of employment.

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

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

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

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

31
32 **5.09 – DISCIPLINE:** All employee investigations shall be conducted in a fair and objective
33 manner. Materials and information regarding the investigation shall be relevant to the investigation
34 and reasonable in scope. Such materials and information shall remain confidential until the
35 conclusion of the investigation and appropriate notice is provided to the employee that is the
36 subject of the investigation.

37
38 **(1) Procedure**

39 (a) **Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job
40 performance shall be reviewed by the site based administrator. During the investigation,
41 the District may temporarily reassign the employee. The employee shall be provided an
42 opportunity to be heard regarding all allegations at a meeting with the site based
43 administrator. The employee shall have the right to representation at the meeting and shall
44 present relevant information in his/her defense.

45 (b) **District-Based Investigation:** The District’s Department of Professional Standards
46 and Equity may begin an investigation at the request of the site based administrator or

1 Superintendent regarding allegations of employee misconduct or unsatisfactory job
2 performance that could result in suspension without pay or termination of employment.
3 During the investigation the District may temporarily reassign the employee.

4 **(c) Right to Representation:** If an employee has a reasonable belief that discipline or
5 adverse consequences may result from a meeting with management, the employee has the
6 right to request representation of his or her choice from the list below. Management is not
7 required to inform the employee of his/her Weingarten rights; it is the employee's
8 responsibility to know his/her rights and make the request. Such meetings shall take place
9 in private. Management shall recognize the following individuals as acceptable
10 representatives of the employee: the employee's attorney; a union representative; or a co-
11 worker that is a member of the bargaining unit.

12 **(d) Pre-Determination Hearing:** The final step of a District-based investigation, is a pre-
13 determination conference. Employees will be given at least two days prior written notice,
14 whenever possible, of the pre-determination conference and shall have the right to have a
15 representative accompany them and present relevant information. Allegations will be
16 reviewed at the pre-determination conference and the employee will be afforded the
17 opportunity to respond. After all information has been considered, the Director of
18 Professional Standards and Equity shall make a recommendation of any disciplinary action
19 to the Superintendent. Recommended actions shall be when appropriate, progressive in
20 nature and may include, but are not limited to, verbal warning, letters of warning and
21 reprimand, suspension without pay, retraining or other assistance and termination from
22 employment. A new period of probation shall not be used as a form of action or discipline
23 for an employee that has previously completed his or her probation. Employees subject to
24 disciplinary action as specified in this article shall be entitled to appeal through the
25 grievance process as set forth in Article 4 of the collective bargaining agreement.

26 **(e) Use of Technology:** Modern technology (i.e. e-mail, audio and video recordings via
27 cell phones, etc.) has become common in the work place and may be used in the course of
28 an investigation. The use of these technologies will not replace the traditional use of
29 documentation when discussing and/or investigating matters involving the actions of
30 employees. The initial review of security videos or other technology, for the purpose of
31 monitoring employee performance, shall be conducted by an administrator or specifically
32 trained confidential employee. Technology records will be provided to SPALC, upon
33 request, as soon as technologically feasible and pursuant to state law. During an open
34 investigation, if a video is evidence in the case, SPALC will be provided a copy, if
35 requested.

36
37 **(2) Outcome:** The parties agree that termination is the extreme disciplinary penalty, since the
38 employee's job seniority, other contractual benefits, and reputation are at stake. In recognition of
39 this principle, it is agreed that disciplinary action(s) taken against SPALC bargaining unit members
40 shall be consistent with the concept and practice of the collective bargaining agreement and that
41 in all instances the degree of discipline shall be reasonably related to the seriousness of the offense
42 and the employee's record. Any discipline during the contract year, that constitutes a verbal
43 warning, letter of warning, letter of reprimand, suspension, demotion or termination shall be for
44 just cause. When discipline is rendered it shall be done in a manner that respects the privacy and
45 confidentiality of the employee.

46 **(a) Written Reprimand:** Any written reprimand shall be furnished to the employee and

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

6 **(b) Last Chance Agreements:** Last chance agreements shall be specific in nature and
7 when appropriate a duration will be specified.

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

12 **(d) Termination:** The employee and the Association shall receive written notice of a
13 recommendation for termination. Such notice shall include the reasons for the
14 recommendation to dismiss. The employee shall either be entitled to a hearing before the
15 Board or may file a grievance but may not do both.

16 17 **5.10 – PERSONNEL FILE**

18
19 **(1) Inspection:** Each employee has the right to have another person accompany him to review his
20 personnel file, if he so chooses. Such review shall be made before or after the employee's work
21 day or during duty-free lunch, unless the employee is on leave, in the presence of the person
22 responsible for the safekeeping of the personnel files. The Board will provide, within five (5) work
23 days, a copy of as much of the contents of the employee's personnel file as is requested in writing
24 by the employee. The cost of duplication of such records shall be paid by the employee.

25
26 **(2) Response:** Each employee has the right to comment in writing concerning any materials in his
27 personnel record.

28
29 **(3) Copies:** An employee will receive copies of any document referred to in Articles 8 and 5.09
30 within one (1) business day from when s/he signs the document.

ARTICLE 6 – WORKING CONDITIONS

6.01 - PROTECTION OF PERSON:

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

(2) **Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this article through the grievance procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this article may result in the involuntary, temporary transfer of an employee or employees pursuant to Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by the Superintendent or the Superintendent's designee.

6.02 - PROTECTION OF PERSONAL PROPERTY

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

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

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

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

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

(b) **Due Diligence:** The employee must demonstrate he/she exercised reasonable diligence in the care and protection of the tools.

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

(3) Personal Automobile

(a) Theft and Vandalism:

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

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

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

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

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

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

7 **(1) District Purpose:** The employee was driving his/her personal auto in the course
8 and scope of employment with the consent of the employee's supervisor.

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

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

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

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

19
20 **6.03 – ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall
21 possess, consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use,
22 on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any
23 other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as
24 further defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter
25 893.

26
27 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of
28 this article, and; notify the appropriate director, principal or supervisor of any criminal drug statute
29 conviction for a violation occurring on the premises of the Lee County School Board, at the
30 workplace, or during the conduct of any official activity related to the Lee County School Board
31 no later than five (5) days after conviction.

32
33 **(2) Notice of Conviction:** The Lee County School Board shall take one of the following actions,
34 within thirty (30) 26 days of receiving such notice, with respect to any employee who is so
35 convicted:

36 **(a) Program Participation:** require such an employee to participate satisfactorily in a drug
37 abuse assistance or rehabilitation program approved for such purposes by a federal, state
38 or local health, law enforcement, or other appropriate agency, or

39 **(b) Failure to Participate:** if the employee fails to participate satisfactorily in such
40 program, the employee may be non-renewed or his or her employment may be suspended
41 or terminated, at the discretion of the School Board, or

42 **(c) District Action:** take appropriate personnel action against such an employee, up to and
43 including termination.

44
45 **(3) Reasonable Suspicion Testing:** No employee shall be required to submit to drug or alcohol
46 testing without reasonable suspicion except as otherwise required by law or this agreement. All

1 drug and alcohol testing shall be conducted in accordance with District policy and procedures for
2 drug and alcohol testing.

3
4 **(4) Exemptions**

5 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which
6 he holds the prescription is exempt from this section.

7 **(b) Confiscation:** Employees who perform duties which require the disposition or
8 confiscation of alcoholic beverages or controlled substances are exempt from this section
9 when performing those specified duties.

10
11 **(5) Employee Assistance Program:** Employee assistance will be available through Human
12 Resources and the Employee Assistance Program.

13
14 **6.04 - UNIFORMS:**

15
16 **(1) Required Uniforms:** When required, uniforms, footwear or a footwear stipend will be
17 provided for employees. Every employee afforded uniforms including footwear, shall wear his/her
18 uniform on every assigned shift or work assignment. School/site spirit or team building theme day
19 uniform substitutions are allowed with the approval of the school/site main administrator.

20 **(a) Identification Badges:** When required, identification badges will be furnished to
21 employees.

22
23 **(2) Specifications:** Specifications for all uniforms and accessories shall be determined by each
24 department as established by the SPALC Uniform Committee.

25
26 **(3) Measurement and Delivery:**

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

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

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

34
35 **(4) Uniform Purchase Eligibility**

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

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

45
46 **(5) Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will

1 be calculated as follows:

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

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

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

15
16 **(6) Uniform Orders:**

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

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

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

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

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

41
42 **(7) Uniform Compliance:** A uniform for count compliance purposes is defined as one garment
43 top plus one garment bottom. An eligible employee may be reimbursed a dollar amount equal to
44 the actual cost of specified shoes, up to a maximum of one-hundred dollars (\$100) if one of the
45 following criteria is met:

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

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

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.

(a) **Office Personnel:** The workday for office personnel shall be eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in case of emergency. When a one (1) hour lunch is assigned or given, only thirty (30) minutes of that period will be paid. Work day hours may be adjusted during the summer to a 4-day work week period.

(b) **Head Custodians:** The workday for head custodians shall be eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in case of emergency. Work day hours may be adjusted during the summer to a 4-day work week period.

(c) **Maintenance and Warehouse Personnel:** The workday for maintenance and warehouse personnel shall be eight (8) hours excluding a duty-free lunch period of thirty (30) minutes. Work day hours may be adjusted during the summer to a 4-day work week period.

(d) **Custodians:** The workday for custodians shall be no more than eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in cases of emergency. Work day hours may be adjusted during the summer to a 4-day work week period.

(e) **Transportation:** The workday for transportation employees shall be according to Article 14 of this agreement.

(f) **Paraprofessionals, Assistants, and Attendants:** The workday for paraprofessionals, assistants, and attendants shall be no more than seven (7) hours including a duty-free lunch period of thirty (30) minutes, except in cases of emergency. Work day hours may be adjusted during the summer to a 4-day work week period.

(1) **Exception:** Schools with a board approved extended school day program.

(g) **Food Services:** The workday for food service personnel shall include a thirty (30) minute lunch period scheduled outside of the employee’s work time and as near to the middle of the work shift as possible. Food Service employees will not be reduced in the daily number of hours they work without their consent (except as in Article 5.04).

(h) **Federal Grant Programs:** Employees assigned in federal grant programs may have a workweek based on program requirements.

(i) **Split Shifts:** If programmatic necessity requires the use of a split shift at a worksite the parties agree to bargain the impact of the split shift proposal using the interest based bargaining process. This article does not apply to Transportation Department employees or those programs and/or worksites using split shifts prior to July 1, 2012.

(2) Rest Periods

(a) **Lunch:** 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.

(b) **Breaks:** Rest periods shall be for a maximum of fifteen (15) minutes. Breaks cannot be combined or taken back to back. Employees shall be entitled to rest periods as indicate on the table below. Breaks for a 10 hour work day apply to locations with a 4-day work

1 week during the summer.

	Hours Worked	Rest Period(s)	Lunch Period
4	Less than 3 hours	0	No
5	3 hours	1	No
6	4 hours	1	No
7	5 hours	1	Yes
8	6 hours	1	Yes
9	7 hours	2	Yes
10	8 hours	2	Yes
11	10 hours	3	Yes

12
13 **(c) Food Service:** Food Service employees who work six (6) or more hours shall receive
14 two (2) rest periods.

15 **(d) Bus Operators, Attendants, Monitors:** Bus Operators/Attendants/Monitors are
16 entitled to rest periods as bus schedules permit.

17
18 **(3) Non-Standard Hours**

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

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

27
28 **(4) Changes in Allocations**

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

32 **(b) Seniority:** Employees shall be reduced in hours due to changes in work site allocations
33 in order of their District seniority, from least seniority to greatest seniority provided the
34 senior employee has the ability to perform the available work in a satisfactory manner.
35 Employees shall be increased in hours due to changes in work site allocations in descending
36 District seniority provided the senior employee has the ability to perform the available
37 work in a satisfactory manner.

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

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

44
45 **(5) Recording Hours:** Each work site will establish an accurate method to document employee
46 work time and attendance. The supervisor of the work site will notify employees of the method

1 and procedure for documenting work time and attendance. The District will inform the Association
2 regarding a specific work site's method and procedure for documenting work time and attendance
3 upon request.

4
5 **7.02 - WORK WEEK:** The workweek shall consist of not more than forty (40) hours. The
6 workweek shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

7
8 **7.03 - WORK YEAR**

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

19
20 **(2) 255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 days.

21
22 **7.04 - CHANGES IN SCHEDULE**

23
24 **(1) Permanent:** When it is necessary to change the shift schedule of employees in a job
25 classification at a work site, employees will be given 30 days' notice.

26
27 **(2) Temporary:** Temporary changes in an employee's shift schedule may occur with agreement
28 of the employee and the site supervisor.

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

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

45 **(2) Extra Hours:** All authorized work performed in excess of the employee's
46 regular work day or work year shall be paid at the regular rate of pay, unless in

1 conflict with the applicable supplemental contract. Employees shall receive
2 payment for extra hours worked according to Article 10.05(1)(e).

3 **(3) Call Backs:** Employees who are called back to the job after the end of their
4 workdays shall be compensated at time and one-half for a minimum of two (2)
5 hours. The work site supervisor shall keep a list of employees willing to work
6 overtime and contact these individuals first prior to contacting other employees.
7 This section does not apply to an extended workday.
8

9 **(3) Emergency Schedule Change:** In the event of an emergency or other unusual circumstance
10 as determined by the principal or other immediate supervisor, an employee's work schedule may
11 be temporarily changed. In situations affecting more than one worksite or department or more than
12 approximately fifty (50) employees, management will notify the Association of the change in
13 schedule. However, undue hardship on an employee will be dealt with on a case by case basis. The
14 Board agrees to meet with the Association to discuss make-up days when schools are closed due
15 to an emergency.
16

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

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

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

31 **(c) 255-Day Calendar:** For employees who work 12 months per year, time may be made
32 up by extending the length of the work day as determined by the Superintendent.
33

34 **7.05– HOLIDAYS:** All full-time employees in the unit shall receive the following paid holidays
35 each year: Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday and
36 Memorial Day. Employees who work 12 months per year shall receive six (6) consecutive work
37 days' winter vacation. Two of these days shall be Christmas Day and New Year's Day. Employees
38 shall only be paid for holidays that occur during their work year. Employees who work less than
39 12 months shall receive the following paid holidays: Labor Day, Thanksgiving (Thursday &
40 Friday), Presidents' Day, Good Friday and Memorial Day
41

42 **7.06 – VACATION:** This section shall apply to all full-time twelve month employees in the
43 bargaining unit.
44

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

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

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

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

7
8 **(2) Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at
9 least ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of
10 vacation during the calendar year. Each supervisor shall develop and post a vacation schedule by
11 March 31. Between January 1 and March 10, employees shall submit requests for vacation time to
12 the supervisor. Requests for vacation will be granted based on seniority. The supervisor may deny
13 specific vacation requests that disrupt the operation of the school or department. Vacation requests
14 received after March 10 will be considered on a first-come, first-served basis and should be
15 responded to within 10 business days. Supervisors shall respond in PeopleSoft with a specific
16 reason for denial if a vacation request is not granted. Previous approval of vacation requests may
17 be revoked should an emergency arise at the worksite. An appeal of a revocation of a previously
18 approved vacation request may be made to the Superintendent or Superintendent's Designee. All
19 requests shall be entered into PeopleSoft by the supervisor or his or her designee. If the supervisor
20 chooses, he or she may request that the employee enter the request into PeopleSoft.

21
22 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments,
23 provided that the request does not disrupt the operation of the work site. All vacation requests must
24 be submitted to the supervisor at least 24 hours in advance of the requested vacation time.

25
26 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of
27 annual leave. Annual leave shall not be granted prior to the time it is earned and shall be used only
28 with the approval of the Superintendent upon the recommendation of the employee's supervisor.
29 Upon separation from the Board, an employee shall be paid for accrued annual leave as of the date
30 of separation based on the employee's daily rate of pay at the time of separation. In the case of the
31 death of an employee, payment for accrued annual leave shall be made to the employee's
32 beneficiary of record, or if none, to his estate.

ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 – NOTICE:** Each employee will receive a performance assessment, in electronic form, of
2 his/her work at least once during each contract year. The parties agree that the Association will
3 have input into the development of the assessment forms.
4

5 **8.02 – PROCEDURE:**

6
7 **(1) Supervisor Meeting:** Each employee’s performance assessment shall be discussed with
8 him/her by the supervisor. All discussion of a performance assessment by a supervisor shall be
9 conducted in private.
10

11 **(2) Employee Acknowledgement:** After discussion of the performance assessment, the employee
12 shall acknowledge the performance assessment, indicating that he/she has been shown the report
13 and that it has been discussed with him/her by the assessor.
14

15 **(3) Supporting Documentation:** When an evaluation includes an “Inconsistent” or
16 “Unsatisfactory” rating or a derogatory comment regarding performance, the supervisor must
17 provide proof that the employee has been counseled prior to the evaluation in the area receiving
18 the “Inconsistent” or “Unsatisfactory” rating or has been counseled in the same performance area
19 of the derogatory comment.
20

21 **(4) Employee Comment:** If the employee disagrees with his performance assessment, he/she may
22 submit a statement in electronic form which shall, upon request of the employee, be attached to
23 the Board’s copy.
24

25 **(5) Final Rating:** Each employee shall be given a copy of his/her performance assessment within
26 ten (10) calendar days after completion; but not later than April 1. Additional performance
27 assessments completed after April 1 will be given to each employee within ten (10) calendar days
28 after completion.
29

30 **(6) Supervisor Acknowledgment:** No employee in the unit shall complete or acknowledge the
31 performance assessment of other employees. Only a supervisor shall complete a performance
32 assessment for an employee.

ARTICLE 9 –BLANK

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ARTICLE 10 – COMPENSATION

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

10
11 **(1) New Hire**

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

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

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

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

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

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

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

33
34 **(3) Return to Rate of Pay:** If an employee terminates his or her employment and is rehired by the
35 District within one year from the date of termination, he or she may be eligible for a return to rate
36 of pay. A break in service will impact longevity pay (see Article 10.03(1)).

37 **(a) Market Rate Salary Schedule:**

38 **(1) Same Position:** If an employee terminates his or her employment and is rehired
39 by the District into the same position within one year from the date of termination
40 and the position is on the Market Rate Salary Schedule, the employee will be paid
41 his or her base rate (hourly rate) at the time of termination or the Market Rate,
42 whichever is greater.

43 **(2) Different Position:** If an employee terminates his or her employment and is
44 rehired by the District into a different position within one calendar year from the

1 date of termination and the position is on the Market Rate Salary Schedule, the
2 employee will be paid the Market Rate.

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

7
8 **10.02 – SALARY SCHEDULES:** All positions that are part of the bargaining unit will be
9 included in a SPALC Salary Schedule appendix, with a distinction to be made between positions
10 on the Grade/Step Salary Schedule and the Market Rate Salary Schedule.

11 **(1) Differential Pay**

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

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

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

29
30 **(2) Controlling Document:** Employees shall be paid in accordance with the salary schedule. In
31 the event of a discrepancy between the salary schedule and this Agreement, the articles of this
32 Agreement shall prevail.

33
34 **(3) Reclassifications:**

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

37 **(b) Market Rate:** Employees in job classifications that move down in Market Rate will
38 retain their 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
41 shall not be retroactive.

42
43 **(4) Promotions:** No employee shall be deprived of his seniority as a condition for promotion or
44 as the result of a demotion.

1 **10.03 – INCENTIVE AND BONUS PROGRAMS**
2

3 **(1) Longevity Recognition:** After completing fifteen (15) continuous years of employment,
4 excluding outside credit, an employee shall receive an additional supplement of \$150.00 within
5 thirty days from the fifteenth anniversary date and on the first pay period for the employee each
6 fiscal year thereafter. After completing twenty (20) continuous years of employment, excluding
7 outside experience credit, an employee shall receive an additional supplement of \$700.00 within
8 thirty days from the twentieth anniversary date and on the first pay period for the employee each
9 fiscal year thereafter. After completing twenty-five (25) continuous years of employment,
10 excluding outside experience credit, an employee shall receive an additional supplement of
11 \$950.00 within thirty days from the twenty-fifth anniversary date and on the first pay period for
12 the employee each fiscal year thereafter.
13

14 **(2) Safe Driving Award**

15 **(a) Eligibility:** An employee shall be eligible for a safe driving award provided that the
16 employee:

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

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

21 **(3) Preventable Accidents:** has not had a preventable accident as determined by
22 the Safe Driver Plan or received a citation from a law enforcement officer for the
23 moving traffic violation.

24 **(b) Amount:** The annual amount of the safe driver award will increase with each
25 consecutive year the driver maintains a safe record as follows:
26

27	1 st year	\$100
28	2 nd year	\$150
29	3 rd year	\$200
30	4 th year	\$250
31	5 th year	\$300

32
33 The safe driving years must be consecutive for the driver to be eligible to move to the next
34 level. The cash award will be mailed to the employee not later than August 30 following
35 the fiscal year in which the award is earned.
36

37 **(3) Professional Development:**

38 **(a) Tuition Waiver/Reimbursement:** Tuition shall be waived for employees who enroll
39 in a supplemental vocational program. A supplemental vocational program is one that
40 provides occupational training to maintain or upgrade employee’s skills and/or enables the
41 employee to reenter an occupation, including house maker. Tuition shall also be waived
42 for employees who enroll in Adult and Community Education courses. The District shall
43 reimburse tuition for courses previously offered by the District through the Technical
44 Colleges. Reimbursement is subject to successful completion of the course by the
45 employee. The course must also be District work related. The employee must consult with

1 his/her supervisor prior to taking a course for which they will seek reimbursement.

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

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

26 27 **10.04 – NON-STANDARD RATE OF PAY**

28
29 **(1) Suspended Operations or Declared Emergency:** During periods designated by the
30 Superintendent as a Declared Emergency or Suspended Operations, employees shall be
31 compensated as follows:

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

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

45
46 **(2) Asbestos Control Team:** Employees who are members of the Asbestos Control Team shall

1 be paid an additional \$5.21 per hour for time spent working in the asbestos abatement area
2 dressed in complete protective gear.

3
4 **(3) Temporary Reassignment:** For Temporary Reassignment, in accordance with Article
5 5.05(2), employees will be paid according to the appropriate Temporary Reassignment
6 Matrix (see Appendix D).

7
8 **10.05 – PAY DELIVERY**

9 **(1) Pay Delivery System:** The parties have agreed to a payment in arrears system for employee
10 payroll.

11 **(a) Standard Pay Periods:** Employees who work less than twelve (12) months per year
12 (except bus employees), will receive an initial pay check reflecting an amount equal to the
13 pay period rate multiplied by the percentage of the days worked in the pay period, not to
14 exceed a full pay period amount. Thereafter, paychecks representing a full pay period rate
15 of the employee’s annual salary will be issued semi-monthly.

16 **(b) Summer School:** Personnel hired for the specific purpose of working in the summer
17 program shall be paid according to the salary schedule in effect at the beginning of the
18 summer program.

19 **(c) Payroll Dates:** When the 15th or last day of the month falls on a weekend or holiday,
20 checks will be issued on the last scheduled work day prior to the weekend or holiday.

21 **(d) Bus Operators and Attendants:** Bus employees shall be paid for actual hours worked
22 each pay period. The pay delivery schedule shall be determined by agreement of the parties.
23 Each paycheck will represent actual hours worked up to the cut-off of the previous pay
24 period.

25 **(e) Overtime:** Pay for extra hours worked and overtime shall be paid no later than the next
26 pay period after the extra hours or overtime was worked, provided there are at least eight
27 (8) days between the extra hours worked and the next pay period. Employees working in
28 two or more positions with different hourly rates will be paid overtime as required by the
29 Fair Labor Standards Act (FLSA) and Board Policy 5.17. Overtime pay will be based upon
30 the position with the higher hourly rate.

31 **(f) Leave Reporting:** All absences less than a full day must be reported in the same
32 reporting period as full-day absences are reported. Any leave without pay by an employee
33 which is in excess of the final paycheck will be deducted from the first paycheck following
34 the employee’s return.

35 **(g) Confidentiality:** Payroll information shall remain confidential in accordance with
36 Chapter 119 F.S.

37
38 **(2) Payment Method:** Employees shall be paid by automatic direct deposit upon completion of
39 an application available from the Payroll Department. Employees shall be paid by automatic direct
40 deposit for all jobs held in the District. Employees not receiving pay via Direct Deposit must enroll
41 in the District’s pay card program.

42 **(a) Overpayments:** The District agrees not to withdraw direct deposit pay from employee
43 accounts except terminated or inactive employees who have been overpaid. Arrangements
44 for handling overpayment of active employees will be made directly with the employee.

1 **10.06 – CHANGES IN BASE RATE:** Support staff employed by the District at the time of
2 ratification, will be eligible for FY18 (2017-2018 school year) increases as follows:

3
4 **(1) Two Percent Increase:** All support staff on the Grade/Step Salary Schedule and the Market
5 Rate Salary Schedule who are employed by the District at the time of ratification will receive a
6 2.0% increase in base rate of pay (hourly rate) retroactive to July 1, 2017.

7
8 **(2) Market Rate Salary Schedule:** The District is in the second year of a three to five year
9 transition to a Market Rate Salary Schedule. The SPALC Labor/Management Committee will
10 make recommendations each year for positions to be moved to the Market Rate Salary Schedule
11 and will consider need and availability of funding. Support staff who are employed by the District
12 at the time of ratification and are in a position that is on or scheduled to be moved to the Market
13 Rate will be paid as follows:

14 **(a) Below Market Rate:** All employees who are in job classifications that are on or being
15 moved to the Market Rate Salary Schedule who are currently below the market rate for that
16 position will receive an increase in base rate of pay(hourly rate), to the market rate
17 retroactive to July 1, 2017.

18 **(b) Above Market Rate:** All employees who are in job classifications that are on or being
19 moved to the Market Rate Salary Schedule who are currently above the market rate for that
20 position will retain their base rate of pay(hourly rate).

ARTICLE 11 –BENEFITS

1 **11.01– BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance
2 through the District’s medical plan and group term life insurance for all eligible employees.
3 Effective April 1, 2015, the Board will provide major medical insurance through a program offered
4 by Aetna Inc. (Aetna).
5

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

13 **11.02 – FLEX CREDITS:** Effective April 1, 2018, the Board shall contribute \$7,000.80 into the
14 Flex Credits for each employee who is eligible for Board-Provided Benefits.
15

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

20 **(2) HSA Plan:** For employees who elect an HSA plan, any Flex Credits in excess of the employee
21 only medical plan premium will be deposited into the employee’s HSA account with the District’s
22 HSA vendor and will not be applied to dependent medical insurance, dental insurance, vision
23 insurance and/or cancer insurance.
24

25 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed
26 the Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash
27 from the Flex Credits.
28

29 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its
30 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits
31 included in the Flex Plan may be purchased pre-tax through payroll deduction or with Flex Credits.
32

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

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

6 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
7 through the District’s medical plan to each eligible employee. Effective April 1, 2015, the Board
8 will provide major medical insurance through three (3) Aetna self-insured medical plans: Plan
9 3769, Plan 5773, and High Deductible Health Plan (HDHP). Such coverage shall become effective
10 the first of the month following a forty-five (45) day waiting period from the date of employment.
11 The date of employment shall be included as one of the forty-five (45) days.
12

13 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
14 insurance coverage shall be allowed to decline coverage under the School District's medical plan.
15 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay periods)
16 of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The Board shall
17 retain the current Flex Credits contribution amount (less the amounts indicated above) in the
18 School District's general fund for all employees who decline coverage in FY15, FY16, FY17, the
19 Board shall resume contributions to the District’s self-insured medical fund. The parties agree that
20 flex credit contributions, retained in the general fund, will be used for salary enhancements as a 3
21 year pilot.
22

23 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of group
24 term life insurance for each eligible employee, with an additional twenty thousand dollars
25 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the
26 first of the month following a forty-five (45) day waiting period from date of employment. The
27 date of employment shall be included as one of the forty-five (45) days.
28

29 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
30 available to all eligible employees. Employees who participate in voluntary benefits must do so at
31 their own expense or with available Flex Credits. Voluntary benefits shall be recommended by the
32 Insurance Task Force and approved by the Board.
33

34 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per
35 work week are eligible for the optional group voluntary benefits offered by the Board.
36

37 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in
38 an amount not less than one million dollars (\$1,000,000) per occurrence.
39

40 **11.09 – INSURANCE TASK FORCE:** A joint task force of sixteen (16) members (SPALC and
41 TALC), eight (8) of whom shall be appointed by the Superintendent, including the Chairman,
42 and eight (8) of whom shall be appointed by the Associations, representing all affected bargaining
43 units, shall meet. The joint task force shall review the current insurance programs and workers’
44 compensation issues. It will explore alternatives, improvements, changes, and specifications to
45 the existing insurance programs. In order to be implemented, any committee recommendations
46 that alter the articles within this agreement or any of the medical plan benefit description

1 documents shall be incorporated by reference in the agreements after they have been ratified by
2 both the Board and the Associations. The parties agree to use the Interest Based process when
3 requested by the super majority of either TALC Bargaining Unit representatives, SPALC
4 Bargaining Unit representatives or District representatives. When using the Interest Based process,
5 the parties will develop a decision-making timeline by mutual agreement of the parties which
6 allows ample opportunity to discuss the issues of concern. In the event that a decision-making
7 timeline lapses, the parties will revert to using majority vote to honor the deadlines in the agreed
8 upon decision-making timeline.

9
10 **11.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be
11 transferred out of the fund without the recommendation of the Insurance Task Force.

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
7 dividing the base salary plus any wage supplement by the total number of hours in the employee's
8 work year to 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
10 position and 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
13 leave duly authorized and granted in advance shall notify the principal or immediate supervisor of
14 the leave needed as soon as possible prior to his/her absence.
15

16 **(4) Leave Request:** All applications for leave, except sick, emergency, vacation (see Articles 7.05
17 and 7.06) and personal leave shall be submitted to the principal or supervisor in writing at least
18 five (5) days in advance. Leave granted for a school year or for the remaining part thereof will
19 expire at the end of the employee's contract year. An employee having been granted leave for the
20 school year or remaining part thereof, who desires to return to work the next school year shall
21 notify the Superintendent in writing by April 1.
22

23 **(5) Return from Extended Leave:** A regular employee who is replacing an employee on leave
24 will be placed in a similar or comparable position within the District upon the return of the
25 employee on leave. 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
28 subject to approval by the Superintendent.
29

30 **(7) Leave Disposition:** All employees shall, if possible, be notified in writing of the disposition
31 of their request prior to the requested leave date. The notification of the leave request shall be
32 submitted by the employee in a timely manner. The employee shall be notified as to the disposition
33 of the leave by the supervisor in a timely manner. If the disposition is not provided to the employee
34 by the date of the leave, 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
38 including, but not limited to, the use of the discipline or evaluation process consistent with
39 the District's obligation under state and federal law. Excessive absence shall be defined as
40 follows:

41 **(1) Without Medical Documentation:** three (3) consecutive days of absence
42 without medical verification in a case where abuse is suspected and/or

43 **(2) Within a Twelve Month Period:** three (3) unauthorized absences in a twelve
44 (12) month period and/or

1 **(3) Continued Pattern:** a continued pattern of absence that affects an employee's
2 ability to carry out the essential functions of his/her position.

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

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

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

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

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

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

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

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

41
42 **(2) Accrued Sick Leave:** The Board shall provide all employees with a cumulative record of
43 accrued sick leave hours on each pay statement.

44
45 **(3) Summer School:** Employees who are hired to work during the summer school session shall
46 earn one day (actual number of hours worked per day in summer session) of sick leave for each

1 three (3) week term. No more than two (2) days sick leave with pay may be used during summer
2 school.

3
4 **(4) Sick Leave Request:** Each employee shall notify his supervisor as soon as possible or when it
5 is necessary to use sick leave. A claim for sick leave shall be signed by the employee and filed
6 with the principal or immediate supervisor by the end of the fifth working day following the
7 employee's return to work.

8
9 **(5) Conditions for Sick Leave:**

10 **(a) Increments:** Sick leave may be used in increments of one (1) hour and one quarter
11 (1/4) hours thereafter. In cases of emergency or scheduled health care provider
12 appointments within two (2) hours of the end of the work day, the employee shall be
13 charged only actual time for said emergency leave if he has first reported to work.

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

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

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

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

25
26 **(6) Transfer of Sick Leave:** Any employee shall be entitled to transfer sick leave credit from other
27 Florida school districts. In order to use transferred sick leave credits, an employee must match
28 each day transferred with a sick leave day earned in Lee County.

29
30 **(7) Reinstating Accrued Sick Leave:** When an employee interrupts service through termination
31 and subsequently returns to employment in the District without having used his/her District
32 accrued sick leave credit in another Florida school district, such accrued sick leave credit shall
33 become valid on the first day of reemployment.

34
35 **(8) Terminal Sick Leave Pay:** When an employee receives terminal pay benefits based on unused
36 sick leave, all unused sick leave credit shall be canceled.

37
38 **(9) Sick Leave Buy-Out Study:** The parties agree to study the feasibility, scope and impact of a
39 sick leave buy-out incentive plan over the period of this contract. Should the parties agree to an
40 acceptable sick leave buy-out plan option prior to the end of the contract, a memorandum of
41 understanding shall be written to document the agreement with implementation to take place prior
42 to the end of the contract term.

43
44 **12.03 – ILLNESS OR INJURY-IN-THE-LINE-OF-DUTY LEAVE:** Any full-time employee
45 shall, except as otherwise provided in this Agreement, be entitled to illness or injury-in-line-of-
46 duty leave with pay, less any Workers' Compensation payments, for a period not to exceed ten

1 (10) work days in any fiscal year regardless of the number of illnesses or injuries, nor to exceed
2 ten (10) days per any single illness or injury when that illness or injury continues or recurs from
3 one fiscal year to succeeding fiscal years, when he/she has to be absent from work because of a
4 personal injury received in the discharge of his/her duties. Illness-in-line-of-duty leave is intended
5 to deal with the illnesses normally known as childhood diseases, such as, but not limited to,
6 mumps, measles and chicken pox. This leave does not include normal adult illnesses such as colds
7 and influenza. This leave is non-cumulative. In addition to the conditions listed below, for both
8 illness and injury-in-line-of-duty, the Board reserves the right to request a second medical opinion
9 from a physician designated by the Board. Any additional expense incurred as a result of this
10 requirement will be paid by the Board.

11
12 **(1) Injury-In-Line-Of-Duty Eligibility:** In order to be considered for injury-in-line-of-duty leave,
13 the following conditions must be met:

14 **(a) Written Testimony:** The employee must provide written testimony, in addition to
15 his/her oral testimony, that his/her injury was received in the line of duty.

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

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

21
22 **(2) Illness-In-Line-Of-Duty Eligibility:** In order to be considered for illness-in-line-of-duty
23 leave, the following conditions must be met:

24 **(a) Medical Documentation:** The employee must furnish a letter from a medical doctor,
25 who treated the patient, stating that in his/her opinion, there is a strong probability that the
26 illness was contracted on the job.

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

28
29 **(3) Workers Compensation Claim**

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

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

39
40 **12.04 – PERSONAL LEAVE:** All employees shall make a written application for personal leave.
41 The employee shall not be entitled to pay while on personal leave except as provided herein.
42 Personal leave is to allow employees to attend to personal business or matters which cannot be
43 attended to outside of the employee's regular work day. Employees who abuse personal leave may
44 be subject to disciplinary action.

45
46 **(1) Invalid Use:** Personal leave, whether without pay or charged to sick leave, shall not be used

1 by school-based personnel or transportation department employees at the following times, except
2 with the specific written permission of the Superintendent:

3 (a) **Prior to Holiday or Vacation:** the day immediately prior to or following a holiday or
4 employee vacation;

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

7 (c) **Summer School:** on any day while summer school is in session;

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

11 (e) **Charter Schools:** Employees will not be afforded leave to work at Charter Schools.
12

13 (2) Personal Leave Charged to Sick Leave

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

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

23 (1) **Non-Cumulative:** it is not cumulative.

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

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

29 (c) Procedure

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

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

34 (a) **Disapproval:** accept disapproval of the leave request, or

35 (b) **Verbal Statement:** provide his supervisor with a reason for the request
36 so that the supervisor may try to accommodate the employee when the
37 request, based on the reasons given, discloses a situation that cannot be
38 controlled by the employee or postponed to another time. The reason will
39 not be reflected on the leave request form and will be held in confidence.

40 (3) **Priority:** The principal or supervisor will give consideration to requests in the
41 order in which they are received as determined by the filing date.
42

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

46 (a) **Extended Personal Leave:** Personal leave without pay up to thirty (30) days may be

1 granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days
2 shall be subject to Board approval.

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

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

11 **(d) Return from Board Approved Extended Personal Leave:** Employees on Board
12 approved leave without pay must provide written notice to the District of their intention to
13 return from leave, extend leave or resign within 20 work days prior to the leave return date.
14

15 **12.05 – MATERNITY LEAVE:** All full-time employees shall be eligible for maternity leave.

16 The employee shall submit a written request for maternity leave to the Superintendent. The leave
17 request shall include the date the leave is to commence as determined by the employee in
18 consultation with her licensed provider. Except in the case of an emergency, a request for maternity
19 leave shall be made at least thirty (30) calendar days prior to the date on which the leave is to
20 begin. Maternity leave shall be without pay, except that the employee must file a claim to use
21 accrued sick leave during that period of leave for which a medical disability exists. Approval of a
22 claim for maternity leave shall be contingent upon certification of pregnancy by a licensed medical
23 provider. In the event that the leave request does not specify a return date, the employee shall
24 notify the Superintendent at least twenty (20) working days prior to her intended return date. Such
25 notice shall be given no later than April 1 in order for the employee to be considered for return to
26 duty that school year. The employee may return to duty on the date requested upon receipt by the
27 Superintendent of certification from a licensed provider stating that she is physically capable of
28 performing her job. In the event that leave is approved by the Board effective on or after the first
29 day of the fourth quarter of a school year, a request for the next fiscal year shall not extend beyond
30 the end of the first semester.
31

32 **12.06 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable state
33 and federal law. Such leave shall be without loss of seniority and shall be credited to the employee
34 for experience credit on the salary schedule. Nothing herein shall be construed to expand any
35 military leave privileges other than those provided by applicable state and federal law.
36

37 **12.07 – JURY DUTY LEAVE:** Any employee, including those employed for summer school,
38 who is subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee
39 shall not be reimbursed for meals, lodging and travel while on leave. Per diem paid by the court
40 for such purposes may be retained by the employee.
41

42 **12.08 – WITNESS LEAVE:** When an employee is subpoenaed, he shall be granted temporary
43 duty leave. Temporary duty with pay shall not be granted for court attendance when an employee
44 is a party to the litigation. The employee may retain any fees. In the event no fees are awarded by
45 the court, and the employee is testifying for the Board, he will be eligible to be paid per diem and
46 travel expenses as provided in Board policy. A request for reimbursement must be filed by the

1 employee.

2
3 **12.09 – TEMPORARY DUTY LEAVE:** An employee may be assigned temporary duty away
4 from his regular job. Temporary duty may include participation in surveys, meetings, study
5 courses, workshops and similar services. Such assignment may be initiated by the Superintendent
6 or the employee with consideration given to the disruption of the work place that the temporary
7 duty may cause. Temporary duty is not to be charged as personal or sick leave. The employee and
8 the Superintendent must mutually agree on temporary duty.

9
10 **12.10 – FAMILY AND MEDICAL LEAVE:** All articles shall be effective for School Board
11 employees July 1, 1994, and shall be interpreted so as to comply with the requirements, including
12 definitions, of the Family and Medical Leave Act (FMLA) of 1993, and any applicable
13 implementing regulations. No articles shall operate to limit or reduce leaves provided under other
14 contract terms.

15
16 **(1) Eligibility:** Any employee who has worked for the Lee County School District for at least
17 twelve (12) months and for at least seven hundred twenty-four (724) hours during the year
18 preceding the start of the leave is eligible.

19
20 **(2) Reasons for Leave:** Eligible employees shall be granted FMLA leave:

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

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

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

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

30 **(1) Military Exigency:** To use for any qualifying exigency arising out of the fact
31 that a covered military member (member of National Guard and Reserves) is on
32 active duty or called to active duty status in support of a contingency operation. A
33 qualifying exigency is defined as follows: Short-notice deployment; Military events
34 and related activities; Childcare and school activities; Financial and legal
35 arrangements; Counseling; Rest and recuperation; Post-deployment activities;
36 Additional activities not encompassed in the other categories, but agreed to by the
37 Board or employee.

38
39 **(3) Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work
40 weeks of FMLA leave in a 12-month period, to be measured backward from the commencement
41 date the employee uses FMLA leave. An eligible employee taking leave under Article 12.10(2)(d)
42 shall be permitted to take up to 26 work weeks of leave in a 12-month period.

43
44 **(4) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken
45 intermittently whenever it is medically necessary to take care of a seriously ill spouse, child or
46 parent of the employee, or because of the employee’s own serious health condition making the

1 employee unable to work. Intermittent leave may be taken in increments of one or more days or
2 partial days. Certification of the need for intermittent leave and the leave schedule shall be
3 provided by the health care provider. Employees needing intermittent FMLA leave must attempt
4 to schedule their leave so as to minimize disruption to the District's operations. The District may
5 assign an employee to an alternative position on a temporary basis with equivalent pay and benefits
6 that better accommodates the employee's intermittent leave schedule. Intermittent FMLA leave
7 must be requested by the employee in writing at least thirty (30) days in advance, or as soon as is
8 practicable.

9
10 **(5) Maintenance of Group Medical Insurance:** The Board shall maintain an employee's medical
11 insurance coverage during FMLA leave to the same extent coverage was provided to the employee
12 prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the applicable
13 twelve (12) month period and for 26 weeks during the applicable twelve (12) month period if
14 eligible for leave under Article 12.10(2)(d)(1). Medical insurance premiums which has been paid
15 by the employee prior to FMLA leave for any dependent coverage must continue to be paid by the
16 employee during the FMLA leave period. If such payments are not made by the employee, the
17 dependent's insurance coverage will lapse and no benefits will be paid for claims incurred while
18 the policy has lapsed. When the employee is reinstated, and payroll deduction of dependent's
19 premiums resumes, the dependent's insurance will be reinstated with the same coverage as prior
20 to the lapse.

21
22 **(6) Notice:** Employees must request FMLA leave in writing, directed to Human Resources, at least
23 thirty (30) calendar days in advance, or as early as is practicable. The time for the start of the leave
24 may be delayed for up to thirty (30) days for failure to provide timely notice. An employee needing
25 FMLA leave must follow the work site's usual and customary call-in procedures for reporting an
26 absence, absent unusual circumstances.

27
28 **(7) Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the same
29 or an equivalent position. An equivalent position must be at the same pay, benefits, and working
30 conditions, include the same privileges, prerequisites and status, and involve the same or
31 substantially similar duties and responsibilities. The equivalent position must be located at the
32 same or geographically proximate work site unless the employee's request for transfer has been
33 accepted.

34
35 **(8) Failure to Return:** At the start of any FMLA leave, the employee must state whether he/she
36 intends to return at the end of the leave. If the employee does not intend to return, the employee
37 will be deemed to have resigned voluntarily, and no FMLA benefits will be provided. If the
38 employee states that he/she intends to return, and then fails to return, for reasons other than (1) the
39 continuation of a serious health condition of the employee or a covered family member or (2)
40 circumstances beyond the employee's control (certification required within 30 days of failure to
41 return for either reason), the employee must promptly reimburse the Board for the cost of insurance
42 provided by the Board during the leave. If the employee fails to do so, the Board may take action
43 to recover the premiums paid.

44
45 **(9) Use of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA
46 leave is taken as a result of a serious health condition. Employees are required to use any paid

1 accrued vacation before any FMLA leave is taken. Any such paid accrued leave taken will be
2 counted toward the allowable twelve (12) weeks of FMLA leave.

3
4 **(10) Medical Certification:** Employees requesting FMLA leave due to a serious health condition
5 of the employee, or of the employee’s spouse, child or parent, are required to submit a certification
6 from a health care provider, verifying that the leave is medically necessary. If the Board deems a
7 medical certification incomplete or insufficient, the Board must specify in writing what
8 information is lacking, and give the employee 14 calendar days to cure the deficiency. The Board
9 may require an employee to obtain a second medical certification, at the Board’s expense. The
10 second health care provider may not be employed on a regular basis by the District. If the opinions
11 of the first and second health care provider differ, the Board may require a third medical
12 certification, again at the Board’s expense, from a health care provider selected by the employee
13 from a mutually-agreed upon list maintained by the Director of Insurance and Benefits
14 Management. The third opinion shall be final and binding. In all cases the Board may request a
15 recertification of an on-going condition every six months in conjunction with an absence.

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

23
24 **12.11 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a
25 leave terminates on the first scheduled pay day that the employee does not receive a paycheck,
26 except as otherwise provided by law or this agreement. To continue insurance coverage during the
27 leave period, the employee is responsible for and must remit all premiums due thereafter when
28 permitted. Employees whose ten (10) day Sick Leave Bank (SLB) waiting period aligns with a
29 pay period, which results in the employee receiving no pay check for the pay period, shall have
30 their Flex Credit contribution for that pay period covered by the Board.

31
32 **12.12 – TERMINAL PAY BENEFITS**

33
34 **(1) Eligibility:** A regular full-time employee, upon application, after ten (10) years of creditable
35 service in a retirement plan established by the Florida Legislature, shall be entitled to terminal pay
36 at the time of:

37 **(a) Retirement:** normal retirement or early retirement;

38 **(b) Disability:** disability retirement;

39 **(c) Termination:** termination.

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

43
44 **(2) Payment:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement
45 plan established by the Florida Legislature and shall be based on the total number of accrued and
46 valid sick leave days credited to the employee at the daily rate of pay of the employee at the time

1 of termination. The amount of terminal pay shall be computed as follows:

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

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

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

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

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

17
18 (3) **Qualification:** Any employee entitled to terminal pay must be under contract for the period
19 immediately preceding termination of employment and shall not be under suspension from duty
20 except for reasons pertaining to health, or have any charges pending which could result in dismissal
21 from employment. All employees must obtain written verification of terminal leave benefits prior
22 to making a claim for same.

23
24 **12.13 – SICK LEAVE BANK:** The District has several Sick Leave Banks (SLB). When a Sick
25 Leave Bank member changes positions which would require a change to a new Sick Leave Bank,
26 that person shall be treated as a new member and must give up one sick leave day for membership
27 in the new bank. However, if the member has donated a day within the same fiscal year, that day
28 may be transferred to the new bank. The purpose of the Sick Leave Bank (SLB) is to provide a
29 pool of emergency sick leave days in cases of catastrophic illness. For the purposes of the Sick
30 Leave Bank, catastrophic illness or injury is defined as those illnesses or injuries that require
31 immediate medical attention and cannot be postponed (cannot be scheduled during a work break
32 or during non-work hours). The Sick Leave Bank is not intended to provide benefits to an
33 employee for such things as cosmetic surgery, elective surgery, or other similar claims. Sick Leave
34 Bank time will only be donated for mental illness when an inpatient hospital stay is required.
35 Contributors may draw days from the Sick Leave Bank after their own accumulated sick leave has
36 been exhausted. Nothing in this section shall be interpreted to change any of the other articles
37 herein pertaining to accrued leave.

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

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

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

46 (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
2 days 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
5 thirty percent (30%) of the number of Sick Leave Bank members, each member of the Sick Leave
6 Bank must contribute one (1) day from his accumulated sick leave to the Sick Leave Bank. In the
7 event a Sick Leave Bank member cannot contribute an additional day due to leave exhaustion, he
8 is not then using the Sick Leave Bank, the additional day shall automatically be his next accrued
9 sick leave day.
10

11 **(4) Duration:** If membership in the Sick Leave Bank and/or the number of days in the Sick Leave
12 Bank fall below three hundred (300), the Sick Leave Bank shall be discontinued, and all remaining
13 time in the Sick Leave Bank shall be distributed as provided herein.
14

15 **(5) Administration:** The SLB will be administered by Human Resources. An Overview
16 Committee consisting of two (2) employees appointed by the Superintendent and two (2)
17 employees appointed by the Association shall review the administration of the SLB, investigate
18 alleged abuses, and determine eligibility as herein provided. Committee members shall be
19 provided a quarterly report showing the number of SLB members, balance of days, and number of
20 applications for use. The Sick Leave Bank will only grant the number of days that are available in
21 the bank. No sick leave bank days will be granted that would cause a negative balance of days to
22 occur in the Sick Leave Bank. The status of the Sick Leave Bank will be reviewed by the District
23 Labor Management Committee at the end of each fiscal year to determine if the maximum number
24 of days, used by one person, can be increased to a maximum of fifty (50) days.
25

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

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

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

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

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

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

45 **(c) Denial of Request:** The eligibility of an employee to receive benefits will be reviewed
46 by the Overview Committee which will make the final determination. If an employee is

1 denied SLB benefits, the Overview Committee shall provide written reason(s). The
2 employee may request reconsideration within ten (10) calendar days from date of denial.
3 The Overview Committee's determination is not subject to the grievance procedure.
4

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

8 **(a) Ineligibility:** Any employee who receives sick leave bank benefits and is not entitled
9 thereto shall reimburse the District for all benefits received and the Board shall restore the
10 sick leave days to the Sick Leave Bank.
11

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

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

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

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

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

31 **(e) Less than Half the Number of Members:** If the number of unused sick leave days in
32 the SLB is less than one-half (1/2) of the number of members in the SLB, all of the days
33 will be disposed of by the Board, whose decision will not be subject to the grievance
34 procedure.
35

36 **(9) Hold Harmless:** The Association, its officers and agents, and the members of the unit shall
37 hold the Board, its officers, employees and agents harmless from any and all claims which may be
38 brought by any of its member(s), member(s) of the unit, or any authorized litigant with respect to
39 the establishment or administration of the SLB.
40

41 **12.14 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,
42 earned sick leave to his or her spouse (person to whom the donor employee is legally married at
43 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of the
44 donor employee), or sibling (brother or sister of the donor employee, but not step-sister or step-
45 brother) who is also a regular part-time or full-time District employee (not a temporary employee
46 or substitute).

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

2 **(a) Administration:** The transfer of sick leave will be administered by the Payroll
3 Department. Employees wishing to donate sick leave will request the transfer in writing to
4 the Payroll Department. The letter of request must include the total hours requested for
5 transfer, name, and social security number of the intended recipient, the work location of
6 the intended recipient, the relationship of the intended recipient to the employee donating
7 the sick leave, and the social security number and work location of the employee writing
8 the letter of request for transfer of sick leave hours.

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

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

14 **(d) Recipient Eligibility:** The recipient must be employed in a position eligible to accrue
15 leave time. The recipient may not use donated sick leave until all of his or her accumulated
16 sick and vacation leave is depleted.

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

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

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

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

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

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

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

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

37
38 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold
39 the Board, its officers, employees and agents harmless from any and all claims which may be
40 brought by any of its members of the unit or authorized litigant with the establishment or
41 administration of the shared sick leave policy.

ARTICLE 13 –PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** The parties to the Agreement endorse the concept of a participatory process
2 through School-Based Decision Making. This is an opportunity for all employees to have shared
3 decision making at the school in which they work. To ensure acceptability of the school-based
4 decision-making process at the school level, the parties agree to the following:
5

6 **(1) SPALC Labor/Management Committee:** The committee shall meet on a regularly scheduled
7 basis to assure the successful implementation of the labor contract. Membership – shall be four (4)
8 members, two (2) from management and two (2) from labor, and any additional members (ad hoc)
9 that either party may add for a specific purpose. Purpose – to carry out a successful implementation
10 of the contract. This committee shall be responsible for the coordination of all other contractual
11 committees and task forces. The parties agree that all District employees are essential to
12 organization functions. Therefore, committees shall make a reasonable effort to meet at times that
13 cause the least disruption to instructional programs and District operations.
14

15 **(2) SPALC Contract Committees:**
16

17 **13.02 – PARAMETERS FOR SCHOOL-BASED DECISION MAKING:** The joint task force
18 shall review the parameters for decision making to include but not be limited to budgets,
19 instructional materials, personnel and curriculum design. Either party to the Agreement may
20 request negotiating this section without opening other sections.
21

22 **13.03 – SCHOOL COMMITTEES:** Employees that serve on school-based decision-making
23 committees in individual schools will be selected by the employees in that school by secret ballot
24 counted by the Association’s designated representative(s) and the Board’s representative(s).
25

26 **(1) Discontinuation:** Each participating school shall determine procedures whereby the
27 employees of the school may choose not to continue in the program for an ensuing year. Such
28 procedures must be forwarded to the task force prior to initiating the procedures for discontinuation
29 of the program.
30

31 **(2) Leave:** Employees participating as members of SPALC Contract Committees or School
32 Advisory Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as
33 described in Article 12.09 to attend team or SAC meetings when meetings are held away from the
34 employee’s work site.
35

36 **13.04 – WAIVERS AND DEVIATIONS** 37

38 **(1) Voting:** When ten percent (10%) of all eligible employees at a given work site request a
39 participatory decision making vote, this action will trigger a formal vote at that school site.
40 Individual schools will determine the date in conjunction with the SPALC Labor/Management
41 Committee. The issue will be decided by an eighty percent (80%) approval of all employees at that
42 school site.
43

44 **(2) Waivers:** All schools can request a waiver of contract language based on an eighty percent

1 (80%) vote of all employees being in favor of the waiver. The Association's designated
2 representative(s) and the District's representative(s) shall count the ballots.

3
4 **(3) Deviations:** Schools that choose to participate in a school-based decision-making program,
5 after utilizing the process above, shall be permitted to deviate from the Agreement. However, all
6 terms and conditions of this Agreement shall not be altered, modified or deviated from except with
7 the express written consent of the Association. If a school-based decision-making program requires
8 a deviation from the Agreement, the decision-making process shall include an opportunity for all
9 employees to share their opinion. Such a decision shall not be implemented in any other school
10 without at least an 80% concurrence of the employees.

ARTICLE 14 –TRANSPORATION

14.01 – OPERATOR, ATTENDANTS AND MONITORS SENIORITY DATE:

(a) 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:

(1) 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.

(2) Substitute 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 operator elects to reject the appointment to a regular position, he/she 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.

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

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

(5) 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.

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

(b) Bus Attendant or Monitor Seniority Date: The date of the initial appointment as a regular attendant or monitor shall be the same as the attendant or monitor seniority date. Substitute bus attendants’ or monitors’ seniority will be determined in the same manner as substitute operators. Attendants and 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.

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

(2) Current employees who are not employed as bus attendants or 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.

1 **14.02 - FIELD TRIPS:**
2

3 **14.021 – REIMBURSEMENT FOR EXPENSES:** For all out-of-county field trips of one day or
4 less, and for all overnight trips when lodging is provided by the school or group, employees will
5 be reimbursed for meals as provided by School Board Policy. For all out-of-county overnight trips
6 when lodging is not provided by the school or group, the employee may file a travel expense report
7 for reimbursement as provided by School Board policy. Reimbursement will be based on the time
8 from which the operator begins the trip to the time when the operator parks the bus at the end of
9 the trip. Requests for reimbursement shall be processed and paid within thirty (30) days following
10 the submission of required paperwork. The prescribed reimbursement rate for meals when on trips
11 shall be as provided to the employee.
12

13 **14.022 – COMPENSATION FOR FIELD TRIPS:** For all trips which cannot be accomplished
14 during the minimum day except overnight trips, employees will be paid at their regular hourly rate.
15 Field trips which occur between July 1 and the first student school day of the new school year will
16 be paid at the employee’s regular hourly rate for the preceding school year. Employees will receive
17 retroactive pay (when negotiated) for field trips occurring after the date of the opening of school.
18 The number of hours to be paid for a field trip will be calculated from the time from which the
19 employee begins the trip to the time when the employee parks the bus at the end of the trip.
20

21 **14.023 – COMPENSATION FOR OVERNIGHT FIELD TRIPS:** Compensation for all out-
22 of-county overnight field trips shall be paid at the regular hourly rate, up to a minimum of twelve
23 (12) hours pay for each calendar day the employee is away. Should the employee work more than
24 twelve (12) hours, a log shall be kept and the employee will be paid for the hours recorded on the
25 log.
26

27 **14.024 – FIELD TRIP CANCELLATION:** When a field trip is canceled, and notification is not
28 given to the employee until the actual day of the trip, the employee shall receive two (2) hours pay
29 or actual time worked, whichever is greater, based on the regular hourly rate. Field Trip
30 cancellations shall not count as a trip taken.
31

32 **14.025 – BUS PREPARATION/CLEAN UP FOR OUT-OF-COUNTY TRIPS:** Operators
33 shall be paid one (1) additional hour per field trip for bus preparation and cleaning.
34

35 **14.026 – ELIGIBILITY FOR TRIPS:**
36

37 **(a)** To be eligible for Field Trips an employee must notify the Transportation Department in
38 writing on the form provided by the District, prior to the first day of school of his/her availability
39 for Field Trips. Employees who become eligible or request assignments or reinstatement after the
40 first day of school, shall be added to the end of the list.
41

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

1 (c) Upon written request by the employee to the Transportation Department, an employee's name
2 be withdrawn from the list of field trip eligible employees. When an employee withdraws his/her
3 name from the trip list, he/she may not resume trip eligibility for three (3) months and then only
4 upon written request.

5
6 (d) Employees shall be removed from the trip roster for the remainder of the school year after the
7 third rejection of a field trip within a single school year.

8
9 (e) If an employee fails to appear for a scheduled trip without providing notice 24 hours prior to
10 the trip, the employee may be removed from the trip roster for the remainder of the school year
11 and be subject to further discipline.

12
13 (f) If an employee abandons students while on a trip, the employee shall be removed from the trip
14 roster and be subject to disciplinary action up to and including termination.

15
16 **14.027 - SHUTTLING:** While on field trips, employees may be required to shuttle between
17 schools. Rest periods will be as the field trip schedule permits. After four (4) continuous hours of
18 shuttling, the employee will be entitled to a thirty (30) minute rest period. If an employee is not
19 available at the needed time for a trip, another employee can be asked to shuttle part or all of the
20 trip.

21
22 **14.028 – TRIP ASSIGNMENT:** Trips will be assigned on the basis of seniority, parking location
23 and availability as listed below. Field trips will be classified into three (3) categories:

24
25 (1) Hurricanes/Other Emergencies;

26
27 (2) Short Notice Trips; and

28
29 (3) All Other Trips.

30
31 The procedure for assignment shall be as follows:

32
33 (a) Employee availability is defined as follows:

34
35 (1) Trip assignment to an eligible employee would not jeopardize the on-time arrival of the
36 employee's normally assigned bus route as determined by the Executive Director of Transportation
37 or designee.

38
39 (2) Trip assignment to an eligible employee would not jeopardize the on-time arrival and departure
40 time of the assigned field trip bus as determined by the Executive Director of Transportation or
41 designee.

42
43 (b) Field trips missed by an employee due to an authorized absence will not cause the employee
44 to miss his or her turn. That employee will be offered the next available field trip, however, no
45 employee will be allowed to bank trips.

1 (c) If an employee elects to reject an assignment, he/she will be passed over until his/her name
2 comes up again in rotation.

3
4 (d) Any employee who misses an assigned trip or fails to decline a trip within 24 hours from
5 notification of assignment will miss not only that turn, but his/her next turn.

6
7 (e) Assignments out of rotation for “Hurricanes/Other Emergencies Trips” will be made in
8 compliance with the above, unless approved by the Executive Director of Transportation.

9
10 (f) Weekend or remote location trips, up to four hours per day, may be assigned to the same
11 employee. These trips shall be counted as one trip.

12
13 **14.03 - OUTSIDE VENDORS:** Field trips will not be assigned by the Transportation Department
14 to other employees or to outside vendors unless one or more of the following conditions apply:

15
16 (a) Funding source for field trip is outside the state funded district operational budget (e.g. internal
17 funds, donations, cooperative organization funds).

18
19 (b) Field trip destination is outside the nine county internal field trip zone of Collier, Charlotte,
20 Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota County.

21
22 (c) Bus employee is unavailable. Bus employee availability is defined as follows:

23
24 (1) Trip assignment to an eligible employee would not jeopardize the on-time arrival of the
25 employee’s normally assigned bus route as determined by the Zone Director of Transportation or
26 designee.

27
28 (2) Trip assignment to an eligible employee would not jeopardize the on-time arrival and departure
29 time of the assigned field trip bus as determined by the Director of Transportation or designee.

30
31 If any of the above conditions apply, the District reserves the right to utilize other employees or
32 outside vendors for field trips. Bus employees assigned to an out-of-county trip canceled one week
33 or less prior to the day of the trip, due to the use of an outside vendor, shall be compensated for
34 two (2) hours and shall be placed at the top of the trip list.

35
36 **14.04 – BUS OPERATOR WORK DAY:**

37
38 (a) All regular bus operators will be guaranteed a minimum of seven (7) hours per day when school
39 is in session. All hours worked beyond 40 hours in the work week will be paid per Article
40 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer school.

41
42 (b) All absences must be reported to the Transportation Department no later than one (1) hour
43 prior to the scheduled start of the route.

44
45 (c) Breaks:

- 1 (1) Bus Operators may take a morning (a.m.) and afternoon (p.m.) break as their schedule permits.
2
3 (2) Breaks will be taken at a safe location without deviating from the bus operator's scheduled route.
4
5 (3) Route time will not be extended to provide for a break.
6

7
8 (d) Bus operators will be paid for all time worked within a pay period per Articles 10.05(1)(d) and
9 10.05(1)(e), if the employee has accurately reported work time on the prescribed tracking system.
10 Work time not accurately recorded by the employee on the prescribed tracking system, shall be
11 paid after the employee has notified the Transportation Department. Upon notification and
12 verification, the employee will be paid within the next two pay periods.
13

14 **14.041:** The normal workday shall be the bid time, including the ½ hour for non-route time (pre-
15 and post-trip inspection), up to a maximum of 8 hours. Additional workday hours shall include
16 approved hours on the Route Time & Mileage (RTM) report.
17

18 (a) Any operator whose approved route exceeds six and one-half (6-1/2) hours per day will be paid
19 for excess time to the nearest quarter hour at his regular hourly rate.
20

21 (b) The one-half (1/2) hour daily non-route time shall be used by operators for activities needed to
22 perform their normal duties. Duties include, but are not limited to fueling and cleaning of bus,
23 completion of surveys and other paper work and conducting pre- trip/post trip inspections.
24

25 **14.042:** Operators who do not have adequate additional duty hours to cover mandatory meetings
26 or training sessions will be reimbursed at their regular hourly rate.
27

28 **14.043:** Operators who prefer to work fewer than thirty-five (35) hours per week may be exempt
29 from the minimum day by submitting a written request to the Transportation Department by the
30 first day of preschool or upon initial employment. Exemptions are subject to approval by the
31 appropriate Assistant Director and shall remain in effect during the school year unless otherwise
32 approved. Operators who are exempt from the minimum day shall not be eligible for field trip
33 assignments and shall be paid for actual route time and an additional one-half (1/2) hour per work
34 day non-route time. No extra duties or standby time will be assigned to these routes.
35

36 **14.044 – EXCEPTION:** Beginning with the 2013 – 2014 school year and continuing for the
37 duration of this agreement, the District will implement a pilot program for up to 40 bus operators
38 who will be exempt from the 7 hour requirement contained in Article 14.04 (a) of this agreement.
39 This pilot program will be reviewed by the SPALC/District bargaining team prior to its
40 continuation in subsequent years. This pilot will be implemented primarily for activity-related runs
41 and will be bid by zone. Operators employed pursuant to this article, are not eligible to be added
42 to the field trip list.
43

44 **14.05 - ATTENDANTS/MONITORS WORKDAY:**
45

46 (a) All regular bus attendants and monitors will be guaranteed a minimum of six (6) hours per day

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

4
5 (b) Bus attendants and monitors who are required to attend area training meetings will be paid
6 their regular hourly rate for time in attendance at such meetings.

7
8 (c) All absences must be reported to the Transportation Department no later than one (1) hour prior
9 to scheduled start of the route.

10
11 (d) Breaks:

12
13 (1) Bus attendants and monitors may take a morning (a.m.) and afternoon (p.m.) break as their
14 schedule permits.

15
16 (2) Breaks will be taken at a safe location without deviating from the scheduled route.

17
18 (3) Route time will not be extended to provide for a break.

19
20 (e) Attendants/monitors will be paid for all time worked within a pay period per Articles
21 10.05(1)(d) and 10.05(1)(e) if the employee has accurately reported work time on the prescribed
22 tracking system. Work time not accurately recorded by the employee on the prescribed tracking
23 system, shall be paid after the employee has notified the Transportation Department. Upon
24 notification and verification, the employee will be paid within the next two pay periods.

25
26 **14.051:** The normal workday shall be the bid time, up to a maximum of 8 hours. Additional
27 workday hours shall include approved hours on the Route Time & Mileage (RTM) report.

28
29 **14.052:** Classroom assistants and helping teachers will not replace bus attendants or monitors on
30 buses.

31
32 **14.053 - ROUTE, TIME AND MILEAGE REPORTS:** A copy of the route, time and mileage
33 sheets shall be given to the attendant/monitor anytime one is submitted to the driver of their bus.

34
35 **14.054 – SHORTAGE OF ATTENDANTS -** A shortage of attendants shall be resolved in the
36 following manner:

37
38 (a) A priority order for the assignment of attendants shall be established with input from the ESE
39 Department. Students requiring bus attendants in their IEP will be served first.

40
41 (b) Monitors shall be assigned as attendants when necessary.

42
43 (c) Other Transportation employees may be assigned as attendants in an emergency.

44
45 (d) An emergency plan will be developed to allow students on buses without attendants to be
46 picked up by other buses.

1 (e) Parents will be called by the Transportation Department and be given the option of driving their
2 own children if an attendant is required on their IEP and no attendant is available.

3
4 (f) Wheelchair buses may be scheduled late if no attendant is available.

5
6 **14.0600 - ROUTE/ZONE BIDDING:**

7
8 **14.0601:** Route bidding for all regular school year routes shall occur annually no earlier than one
9 week prior to preschool and no later than the last day of the preschool training period. Only regular
10 bus operators have the right to bid on any regular route and the designated parking area of a route
11 may not be changed. Special education routes will be offered to operators and attendants who
12 qualify by experience or training as determined by the Transportation Department. Monitors and
13 Bus Attendants have the right to bid on zones during the regular school year.

14
15 **14.0602:** Descriptions of all routes will be posted at a designated location at least 40 work hours
16 prior to the beginning of the bidding procedure.

17
18 **14.0603:** Routes shall be listed by:

19
20 (a) Estimated route time (Up to a maximum of 8 hours per day. If there is a possibility of scheduled
21 overtime, more than 40 hours per week, it will be noted on the bid sheet);

22
23 (b) Bus number and type of bus;

24
25 (c) Bus parking locations as determined by Transportation Department Administration;

26
27 (d) Schools served;

28
29 (e) Approximate beginning and ending time;

30
31 (f) Special education.

32
33 **14.0604:** Routes will include any permanently assigned standby time, intramural runs, activity
34 runs, route preparation, swim team runs, discipline runs and any other additional duties
35 permanently assigned.

36
37 **14.0605:** All employees must furnish their own transportation to the original bus departure point.

38
39 **14.0606:** Employees will receive written notification of their assigned seniority number, along
40 with the time and date to select their routes. Employees who do not appear during their assigned
41 time may select a route at the end of the specified time block during which they appear. Any
42 employee who does not appear will be assigned an available route at the conclusion of the bidding
43 process.

44
45 **14.0607:** An employee who is unable to attend the route bidding on the specified day or time may
46 execute a proxy. The proxy must be presented at the employee's assigned time and place for

1 bidding.

2

3 **14.0608:** As routes are filled during the bidding, the name of the employee who elects the route
4 will be placed on the master list, so that employees who have yet to bid will know which routes
5 are available.

6

7 **14.0609:** Routes that are created or become vacant after all bidding is completed shall be filled in
8 the following order:

9

10 (a) “Unbundling,” if possible, those routes (by school – not by stop) and redistributing the schools
11 to other drivers based on availability and seniority. If the route in question is an ESE route, the
12 attendant will retain his/her initial RTM (route/time/mileage).

13

14 (b) When a route is split, the senior employee is given first choice between the two new routes
15 created.

16

17 (c) Rebidding vacancies as they occur if the RTM is greater than or equal to the guaranteed
18 minimum hours. Assign remaining openings from the substitute list, if less than the guaranteed
19 minimum hours.

20

21 (d) When a bus route is eliminated, the bus employee will become an UAR operator or an
22 unassigned attendant until they bid an available route.

23

24 (e) The rebidding process shall be as follows:

25

26 (1) Descriptions of all routes to be rebid will be posted at a designated location at least 40 work
27 hours prior to the beginning of the rebidding process.

28

29 (2) The designated location of the rebidding process will be posted with the route 2 descriptions
30 to be rebid.

31

32 (3) The employee or proxy must be present to participate in the rebidding procedure.

33

34 (4) Employees must sign bids and cannot decline a route once they have submitted a bid.

35

36 (5) Representatives from Transportation management, the department responsible for safety, and
37 the Support Personnel Association of Lee County shall be present during the rebidding process.

38

39 (6) All applicable requirements of 14.0600 would apply during the rebidding process.

40

41 (7) Routes of employees on long term leave (more than 6 calendar weeks) route will be bid as
42 vacant. When the employee returns to work, they will be an UAR until they bid on another
43 available route.

44

45 **14.0610:** Bus routes shall be bid as posted. Routes may be adjusted and buses may be reassigned
46 by Transportation administration or designee after bidding is completed. Paid Route Time and

1 Mileage (RTM) reduced during the first two pay periods of the student year will not take effect
2 until the third pay period. Thereafter, reductions in paid time will only occur on the basis of every
3 other pay period. If there is a necessary reduction in the RTM, (in between the actionable pay
4 periods), the reduced time will be made up by the employee serving standby time to perform
5 transportation-related duties. If the bus employee chooses to waive the standby time the reduction
6 in paid time will take place immediately.
7

8 **14.0611:** When the supervisor determines that a permanent route change is necessary, the bus
9 employee(s) affected shall be consulted about the reasons for the change, the new route and the
10 pupil bus load before the change is made. Due to the large number of changes during the first 15
11 days of school or under other emergency circumstances, such consultation with the employee(s)
12 may not be possible. The supervisor shall then consider the employee's input and shall thereafter
13 notify the employee the day a change is confirmed.
14

15 **14.0612: SUMMER SCHOOL BIDDING:** Summer School Bidding shall follow the same rules
16 as regular bidding. Summer school route bidding will take place no earlier than two weeks prior
17 to the first day of summer school and no later than two days prior to the first day of summer school.
18 It will be held in an air conditioned space. Last minute changes in routes shall be posted
19 prominently where all can see before bidding. There will be no supervisor influencing of operators
20 in the choice of routes. The rules of bidding shall be a topic of the April Transportation
21 Labor/Management Meeting.
22

23 (a) Monitors have a right to bid on summer routes if they are trained as ESE attendants.
24

25 (b) Employees who accept a summer run and fail to complete their commitment to the School
26 District will be ineligible for the following year's summer school bidding.
27

28 (c) Bus employees assigned who work during the regular school year immediately preceding
29 summer school, shall bid on summer routes prior to transfer or new employees.
30

31 (d) Sick leave shall be utilized as per Article 12.02. Within 30 days of the end of summer school,
32 employees ineligible for the next summer school bidding will be notified. These employees will
33 have thirty (30) days to appeal their eligibility status with Transportation administration.
34

35 **14.07 – PHYSICAL EXAMINATION:** Bus operator's physical examinations and dexterity tests
36 required by law shall be completed prior to bidding. Physical examinations must be performed by
37 physicians specifically authorized by the District to perform bus driver physicals. Proof of physical
38 must be carried at all times while operating a school bus. In order for the District to pay for the
39 physical, the employee must show up for the physical at the scheduled time. Subsequent physicals
40 will be scheduled during the employee's birth month and in accordance with law. The employee
41 will schedule the physical and must comply with scheduling requirements or be responsible for
42 paying the cost of the physical. The parties agree that SPALC will have a representative on the
43 Request for Proposal (RFP) team related to performing employee physical exams.
44

45 **14.071:** Employees must be able to perform all work related duties, including licensure and
46 physical requirements, at the time of placing their bus bid.

1 **14.08 – TRANSPORTATION COMPOUNDS/FACILITIES:** Every effort will be made to
2 equip transportation satellite compounds, whether temporary or permanent, with sanitary, water
3 and waste disposal facilities and paper products. Facilities shall be maintained to ensure proper
4 health and hygiene. When sanitary, water, waste disposal or paper products are not available at the
5 compound, bus employees will be notified as to the location of the facilities to be used.
6

7 **14.09 – STUDENT DISCIPLINE:** Bus operators will have input in disciplinary decisions
8 regarding the transportation of students disruptive while on the bus. (Also see Article 3.01(6)(b)
9 regarding safety and student discipline.)
10

11 **14.10 – TRANSPORTATION LABOR/MANAGEMENT COMMITTEE:** A Labor
12 Management Committee shall be organized for the purpose of successful implementation of the
13 contract, continued communication between the parties and problem solving. The members of the
14 committee shall be determined by mutual agreement by both parties. The pay schedule for bus
15 employees for the next school year shall be determined by the Transportation Labor Management
16 Committee with consultation with the district Payroll Department prior to the end of the previous
17 school year.
18

19 **14.11 – LIGHT DUTY:** Transportation employees placed on light duty may be assigned to other
20 duties to include gate duty where appropriate.
21

22 **14.12 – ASSISTANCE:** Bus employees may request or be assigned additional training, ask
23 clarifying questions or seek assistance with routing concerns and/or student discipline (route/stop
24 adjustments) without fear of negative repercussions.

ARTICLE 15 – DURATION, ACCEPTANCE, AND REOPENING

1 **15.01 – EFFECTIVE:** This Agreement shall be effective upon ratification by the bargaining unit
2 and the Board.
3

4 **15.02 – TERM:** The length of this contract is (3) years FY18-FY20 with annual re-openers during
5 the FY19 and FY20 contract years. Re-openers are restricted to two (2) articles per party in
6 addition to the articles on Compensation (Article 10) and Benefits (Article 11). One (1) additional
7 article may be re-opened upon mutual agreement of the parties. The parties agree to commence
8 negotiations on the re-opener by March 1, 2018 and March 1, 2019. The parties agree to commence
9 negotiations for a successor agreement no later than March 1, 2020. The parties agree to use the
10 Interest Based process. The S P A L C Labor/ Management Committee shall meet in February
11 2020 to determine the design, training and schedule for bargaining. Bargaining Unit team
12 members shall receive temporary duty leave as required for these purposes. The terms of the
13 Contract are for three years. In the event the legislative funding inadequate to fund, or is in
14 excess of the economic articles of this agreement, the parties agree to reopen the economic
15 articles of the agreement, if formally requested by either party, to negotiate an appropriate
16 percentage increase/decrease.
17

18 **15.03 – MODIFICATION:** The terms and conditions of this Agreement may be altered or
19 modified only through the voluntary mutual consent of the Parties in a written and ratified
20 amendment.
21

22 **15.04 – SEVERABILITY:** Should any article, section or clause of this Agreement be declared
23 illegal by a court of competent jurisdiction or as a result of state or federal legislation, the Parties
24 shall meet as soon as practicable to modify same to the extent necessary to bring it into legal
25 compliance. The remaining articles, sections and clauses shall remain in full force and effect for
26 the duration of this Agreement.
27

28 **15.05 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects
29 thereof, shall expire on June 30, 2020, and in no event shall any other articles contravene the
30 expiration of this Agreement.

FY18, FY19, FY20 SPALC Collective Bargaining Agreement

This Agreement between The School District of Lee County and The Support Personnel Association of Lee County is signed this 13th day of February, 2018.

The Support Personnel Association
of Lee County

The School District
of Lee County

Jamie Michael 2-13-18
Jamie Michael Date
President

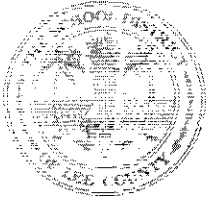
Cathleen O'Daniel Morgan 2/13/18
Cathleen O'Daniel Morgan Date
School Board Chairman

Kerr Fazzone 2/13/18
Kerr Fazzone, Ph.D. Date
Chief Negotiator

Gregory K. Adkins 2/13/18
Gregory K. Adkins, Ed.D. Date
Superintendent

Angela J. Pruitt 2/13/18
Angela J. Pruitt, Ph.D. Date
Chief Negotiator

APPROVED
FEB 13 2018
SCHOOL BOARD OF
LEE COUNTY



MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Support Personnel Association of Lee County (SPALC) and The School District of Lee County relating to Appendix D of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement that amends Appendix D to reflect changes in the Temporary Reassignment Matrix that are a result of the board approval of the FY18 Salary Schedule N on March 27, 2018.

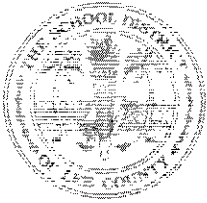
- 1. Food Services:** For employee in Food Services, the Temporary Reassignment Matrix below will apply.

	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

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM



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.



THE SCHOOL DISTRICT OF LEE COUNTY
2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

This agreement will be effective upon ratification of the FY18 Collective Bargaining Agreement and will remain so until ratification of the FY19 Collective Bargaining Agreement.

Agreed to:

The Support Personnel Association
of Lee County

The School District of Lee County

Jamie Michael
Jamie Michael
President

4/4/2018
Date

Gregory K. Adkins
Gregory K. Adkins, Ed.D.
Superintendent

4/10/18
Date

Elizabeth Peterson
Elizabeth Peterson
Chief Negotiator

4/4/18
Date

Angela J. Pruitt
Angela J. Pruitt, Ph.D.
Chief Negotiator

4/9/18
Date

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM

Support Personnel Association of Lee County (SPALC)

Affiliated with the **Florida Education Association**

6281 Metro Plantation Rd.
Fort Myers, FL 33966
(239) 275-8252

School or Work Site

Social Security Number		

Last Name	First Name	M.I.
Address	City & State	Zip
Home Phone	Cell	Home Email

See codes on back of form

<i>Subject code</i>	<i>Position code</i>	<i>Level code</i>	<i>Ethnic code</i>	<i>Method of payment</i>
<i>Gender</i>	<i>Date of birth</i>	<i>Reg. voter code</i>	<i>Party affiliation</i>	<i>Precinct No.</i>

Check one:

Payroll Deduction. I hereby agree to pay, and authorize my employer to deduct, the dues assessments described above and as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days written notice to the School Board and Association notifying them of such revocation as provided by law.

Cash Member. I hereby agree to pay to the Association the dues and assessments described above and as may be prescribed by the Association and certified to the School Board for each year thereafter.

Member's Signature

Date

Local Assoc. Representative

Subject code

1 Adult Basic Education
 2 Agriculture
 3 Architecture
 4 Area Studies
 5 Art
 6 Biological Science
 7 Business
 8 Communications
 9 Computer Science
 10 Driver Education
 11 Education
 12 Engineering
 13 English/Language Arts
 14 Fine and Applied Arts
 15 Foreign Lang, & Lit.
 16 Forestry
 17 Geography
 18 Health & phys. Educ.
 19 Health Professions
 20 Home Economics
 21 Industrial Art
 22 Interdisciplinary
 23 Law
 24 Library Science
 25 Mathematics
 26 Military Science
 27 Music
 28 Philosophy
 29 Physical Science
 30 Psychology
 31 Public Services Curric.
 32 Reading
 33 Religion and Theology
 34 Science
 35 Social Science
 36 Social Studies
 37 Special Education
 38 Speech & Drama
 39 Vocational Education
 90 No subject taught
 91 General subjects
 99 Other

Position Code

1 Adult-Visual Technician
 2 Cafeteria Worker
 3 Classroom Teacher
 4 Coach
 5 Counselor/Psychologist
 6 Custodian
 7 Health Care Professional
 8 Librarian
 9 Maintenance
 10 Office Support/Secy.
 11 Principal/Asst. Principal
 12 Retired
 13 Speech/Hearing Therapist
 14 Supervisor/Director
 15 Staff Association
 16 Student
 17 Superintendent
 18 Teacher Aide
 19 Transportation
 20 Adjunct Faculty
 21 Admin. Office Personnel
 22 Assistant Professor
 23 Associate Professor
 24 Instructor
 25 Lecturer
 26 Professor
 80 Social Worker
 99 Other

Ethnic Code

1 American Indian/Alaska Native
 2 Asian, Pacific Islander
 3 Black
 4 Hispanic
 5 Caucasian (not of Spanish Origin)
 9 Unknown

Level

1 Preschool/Kindergarten
 2 Elementary
 3 Intermed./Middle/Junior
 4 High
 5 Post-Sec. Voc. Educ.
 6 Community/Junior College
 7 College
 8 University
 9 Central Site
 99 Other

Party Affiliation

R Republican
 D Democrat
 I Independent
 O Other

Method of Payment

1 Cash
 2 Payroll Deduction

Registered Voter

Y Yes
 N No
 U Unknown

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM**

Grievant(s): _____
School/Department: _____
Job Classification: _____

Grievance Filed With: _____
Counsel/Union Representative: _____

Date of Action Causing Grievance: _____

Date Filed: _____

Hearing Held: _____

Article(s) Grievated: _____

Statement of Grievance by the Grievant(s):

Relief Sought:

Disposition:

Signature of Grievant or Representative

Date

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

SALARY SCHEDULE

SPALC (SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY)

FY18 SPALC Salary Schedule



Board Approved
February 13, 2018

JOB TITLES

JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
	ANALYST:					
A-6.02	Analyst, Procurement	7	-	-	-	255
	ASSISTANTS / ATTENDANTS / MONITORS:					
A-11.05	Assistant, Clinic	5	-	-	-	190
A-31.01	Assistant Manager, Food Service		\$14.92	P	S	196
S-12.01	Assistant, Speech Language Pathologist		\$20.23	-	-	187
	ASSISTANT SUPERVISORS (formerly Group Leaders)					
A-46.03	Assistant Supervisor, Building Crafts		\$24.25	P	S	255
A-46.04	Assistant Supervisor, Electrical/Electronics		\$26.73	P	S	255
A-46.05	Assistant Supervisor, HVAC		\$28.28	L	S	255
A-46.06	Assistant Supervisor, Indoor Air Quality		\$28.28	P	S	255
A-11.46	Assistant Supervisor, Mail, Shipping, and Receiving	5	-	P		255
A-46.07	Assistant Supervisor, Painting		\$21.74	L	S	255
A-46.08	Assistant Supervisor, Plumbing		\$27.12	L	S	255
A-46.09	Assistant Supervisor, Grounds		\$15.48	P	S	255
A-46.10	Assistant Supervisor, Sites		\$15.48	P	S	255
C-8.01	Attendant, Child Care		\$11.28	-	-	187
A-11.01	Attendant, School Bus	3	-	P	-	186
A-11.06	Monitor, School Bus	3	-	P	-	186
	BOOKKEEPERS:					
B-1.01	Bookkeepers (all levels)	6	-	-	-	216 or 255
	CLERKS:					
C-11.07	Accounting Clerk I (other than Schedule "N")		\$15.55	-	-	255
C-11.08	Accounting Clerk II (other than Schedule "N")		\$13.22	-	-	255
C-16.01	Clerk Specialist		\$13.76	-	-	255

JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
C-21.01	Clerk Typist		\$13.43	-	-	196, 216, or 255
C-11.03	Inventory Clerk		\$13.69	-	-	255
C-11.04	Mail Clerk		\$13.18	P	-	255
C-11.10	Stockroom Clerk, Transportation		\$13.69	L	S	255
	CONTROLLER:					
T-5.01	Technical Applications Controller	7	-	-	-	255
	COURIERS:					
C-52.00						
T-6.21	Courier / AV Technician	5	-	P	-	255
C-52.01	District Courier	4	-	P	-	196 or 255
	CRAFTS & TRADES WORKERS:					
C-56.00						
C-56.03	Carpenter		\$18.65	P	S	255
C-56.04	Electrician		\$20.56	P	S	255
C-56.05	Fire Equipment Service Technician		\$18.38	P	S	255
C-56.06	Glazier		\$15.62	P	S	255
C-56.07	Locksmith, Maintenance Services		\$19.56	P	S	255
C-56.08	Mason		\$18.05	L	S	255
C-56.11	Millwright / Machinist		\$19.12	L	S	255
T-6.19	Electronic Equipment Repair Technician	6		P	-	255
C-56.14	Painter		\$16.72	L	S	255
C-56.15	Plumber		\$20.86	L	S	255
C-56.24	Plumber / Comm. Food Service Equip. Tech.		\$16.29	L	S	255
C-56.17	Roofer		\$15.40	P	S	255
C-56.18	Tile Setter / Carpet Installer		\$16.25	L	S	255
C-56.21	Welder / Sheetmetal Fabricator		\$18.09	L	S	255
	CUSTODIAN:					
C-61.01	Custodian		\$11.66	P	-	255

JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
DEVELOPER:						
P-15.01	Youth Program Developer	9	-	-	-	255
DISPATCHER:						
D-2.01	Dispatcher, Transportation	7	-	-	-	216 or 255
DRIVERS:						
D-26.00						
T-16.02	Driver / Safety Trainer (On Road / Classroom)	7	-	P	-	186
D-26.02	School Bus Operator	6	-	P	-	186
EDITOR:						
V-2.01	Video Editor / Digital Artist	6	-	-	-	255
FOOD SERVICE WORKER:						
F-1.04	Food Service Worker		\$11.48	P	S	190
F-1.05	Food Service Worker - Traveling		\$12.63	P	S	190
GROUNDS WORKERS:						
C-56.27	Grounds Worker I	4	-	P	S	255
C-56.25	Grounds Worker II	2	-	P	S	255
HEAD CUSTODIAN:						
C-61.00						
C-61.02	Head Custodian		\$15.16	P	-	255

Object Code	JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year

144.00	H-11.00	HELPING TEACHERS:					
	H-11.01	Environmental Education Helping Teacher	6	-	-	-	187
	H-11.05	Helping Teacher, ESE	4	-	-	-	187
	H-11.12	Helping Teacher, ESE - Buckingham Exceptional Center and Royal Palm Exceptional Center ONLY	5	-	-	-	187
	H-11.10	Helping Teacher, ESOL	5	-	-	-	187
	H-11.03	Helping Teacher, Interpreter		\$18.83	-	-	187
	H-11.07	Helping Teacher, Brailist		\$15.25	-	-	187
	H-11.11	Helping Teacher, Social Communication Technician		\$14.68	-	-	187
	H-11.09	Helping Teacher, Registered Behavior Technician	6	-	-	-	187
		LPN:					
152.00	N-1.02	NURSE: Licensed Practical Nurse (LPN)		\$19.30	-	-	187
	M-1.00	MANAGERS:					
146.00	M-1.03	Manager Intern, Food Service see ASSISTANTS for Assistant Food Service Manager		\$14.92	P	S	196
	M-6.00	MECHANICS:					
129.00	C-56.02	HVAC/Refrigeration & Chillwater Mechanic		\$21.75	L	S	255
150.00	M-6.02	Mechanic		\$18.88	L	S	255
	M-6.05	Generator Mechanic		\$24.75	L	S	255
	M-6.03	Service Mechanic		\$15.95	L	S	255
	M-6.04	Tank Operator		\$13.37	L	S	255
		OPERATOR:					
187.00	C-56.26	Equipment Operator, Maintenance Services		\$19.47	L	S	255
188.00	O-1.12	Finishing Procedures Operator I		\$13.45	P	-	255
Object Code	JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
188.00	O-1.11	Finishing Procedures Operator II		\$12.23	P	-	255
185.00	O-1.03	Pre-Press Operator		\$14.68	P	-	255

173.00	O-1.10	Production Control Operator	5	-	-	-	255
		PARAPROFESSIONALS:					
170.00	A-11.02	Educational Paraprofessional (to include ESE and ESOL)	4	-	-	-	187
	A-11.07	Educational Paraprofessional, Instructional Support	5	-	-	-	187
	P-1.05	Educational Paraprofessional - Buckingham Exceptional Center and Royal Palm Exceptional Center ONLY	5	-	-	-	187
179.00	P-1.01	Paraprofessional, Head Start Instructor-Level I <i>(No new hires in this category effective FY 2008)</i>		\$22.02	-	-	196
179.00	P-1.04	Paraprofessional, Head Start Instructor-Level II		\$18.35	-	-	196
		PRESENTER:					
	P-18.01	Presenter, Healthy Living Lab	4	-	-	-	187
		PRINTERS:					
186.00	P-17.02	Printer I		\$15.90	P	S	255
186.00	P-17.01	Printer II		\$14.68	P	S	255
		PROOFREADER:					
191.00	P-14.01	Proofreader		\$14.68	P	-	255
		RECEPTIONIST:					
123.00	R-1.01	Receptionist		\$12.80	-	-	255
		SECRETARIES:					
	S-1.02	Secretary	5	-	-	-	206, 216, or 255
Object Code	JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
	S-1.08	School Secretary	5	-	-	-	216

192.00	S-6.01	Sites Worker		\$11.91	P	S	255
		SNACK BAR OPERATOR:					
197.00	O-1.06	Snack Bar Operator		\$12.45	P	S	255
		SPECIALIST:					
173.00	S-11.31	Data Specialist, Transportation	5	-	-	-	216 or 255
191.00	S-11.33	Digital Pre-press Specialist	5	-	-	-	
176.00	S- 8.01	Early Childhood Family Services Specialist	6	-	-	-	187, 216 or 255
	S-11.76	Early Childhood Parent Educator Specialist	6	-	-	-	255
183.00	S-11.36	Electronic Component Stock Specialist	6	-	-	-	255
	S-11.74	ESOL Compliance Specialist	6	-	-	-	255
183.00	S-11.15	Facilities Documents Specialist, Facilities Dept.	5	-	-	-	255
183.00	S-11.55	Hearing Screening Specialist		\$12.58	-	-	255
173.00	S-11.28	Information Specialist, Elementary	5	-	-	-	216 or 255
173.00	S-11.29	Information Specialist, Secondary, Technical, Career, Adult Ed., Vocational, Special Centers and Student Assignment	6	-	-	-	216 or 255
195.00	S-11.12	Instructional Television Center Specialist	6	-	-	-	255
122.00	S-11.01	Inventory Specialist	6	-	-	-	255
144.00	S-11.45	Job Coach Specialist	5	-	-	-	255
129.00	S-11.38	Locksmith / Hardware Systems Specialist		\$21.52	P	S	255
195.00	S-11.17	Media Center Technology Specialist	8	-	-	-	255
122.00	S-11.32	Procurement Specialist	5	-	-	-	255
198.00	S-11.09	Route Specialist / Transportation	7	-	-	-	255
163.00	S-11.54	Security Specialist		\$12.89	P	-	187 or 255
177.00	S-11.11	Stock Control Specialist	5	-	P	S	255
Object Code	JDE Locator Number	Title	Pay Grade	Market Rate	Uniforms	Shoes	Work Year
132.00	S-11.22	Student Affairs Specialist	8	-	-	-	255

		<i>(Will be reclassified to appropriate Security Specialist position (S-11.54) when incumbent transfers or ends employment in the Student Affairs Specialist position. No new hires in this category effective FY 2006)</i>					
173.00	S-11.30	Support Specialist	5	-	-	-	216 & 255
183.00	S-11.21	Technical Support Specialist	9	-	-	-	255
176.00	S-11.64	Title I Migrant Recruiter	6	-	-	-	187
183.00	S-11.06	Transportation Automation Specialist	8	-	-	-	255
183.00	C-56.22	Turf Specialist		\$14.88	L	S	255
	S-11.43	Specialist, Family-Community Engagement	6	-	-	-	187
196.00	T-6.00	TECHNICIANS:					
	T-6.01	Audio / Video Technician	6	-	P	-	255
	T-6.12	Audio / Video Repair Technician	7	-	P	-	255
	T-6.04	Certified Computer Repair Technician	7	-	P	-	255
	T-6.06	Chillwater HVAC Technician		\$25.01	L	S	255
	T-6.13	Computer Lead Technician	10	-	-	-	255
	T-6.08	Energy Systems Technician		\$21.75	P	S	255
	T-6.05	Field Service Electronic Technician		\$22.06	P	S	255
	T-6.15	Field Support Technician	10	-	P	-	255
	T-6.16	Help Desk Technician	7	-	-	-	255
	T-6.22	Indoor Air Quality Technician		\$15.12	-	S	255
	T-6.09	Information Technology Support Technician	9	-	-	-	255
	T-6.03	Paint & Body Technician		\$16.22	L	S	255
	T-6.02	Pest Control Technician		\$15.85	P	S	255
	T-6.17	Security and Television/Video Surveillance Technician	8	-	P	S	255
	T-6.20	Telecommunications Technician	9	-	P	-	255
	T-6.11	Voice / Data Wiring Technician	6	-	P	-	255
		UTILITY WORKER/TRADES HELPER:					
143.00	C-56.19	Utility Worker/Trades Helper		\$12.14	L	S	255
UNIFORMS P= Purchased L= Leased				SHOES S= Safety Shoes			

The position titled "Information Specialist, Secondary/Technical, Career, Adult/Vocational/Special Centers" covers middle and high schools, K-8 schools, Adult Ed, Cape Coral Technical College, Fort Myers Technical College, SWFL Public Service Academy, Technical & Career Education, Lee County Jail, SW FL Juvenile Detention Center, Royal Palm, Buckingham, Early Childhood Learning Services, and Student Assignment. It is not intended for use by elementary schools or departments. Accounting Clerk II includes Accounting Clerks in the Transportation Department.

FY 18 SPALC Salary Schedule																
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	\$9.42	\$9.62	\$9.89	\$10.16	\$10.43	\$10.72	\$11.05	\$11.35	\$11.66	\$11.97	\$12.33	\$12.68	\$13.03	\$13.40	\$13.78	\$14.18
2	\$10.24	\$10.43	\$10.72	\$11.05	\$11.35	\$11.66	\$11.97	\$12.33	\$12.68	\$13.03	\$13.40	\$13.78	\$14.18	\$14.58	\$14.99	\$15.42
3	\$11.13	\$11.35	\$11.66	\$11.97	\$12.33	\$12.68	\$13.03	\$13.40	\$13.78	\$14.18	\$14.58	\$14.99	\$15.42	\$15.85	\$16.30	\$16.77
4	\$12.09	\$12.33	\$12.68	\$13.03	\$13.40	\$13.78	\$14.18	\$14.58	\$14.99	\$15.42	\$15.85	\$16.30	\$16.77	\$17.26	\$17.76	\$18.28
5	\$13.15	\$13.40	\$13.78	\$14.18	\$14.58	\$14.99	\$15.42	\$15.85	\$16.30	\$16.77	\$17.26	\$17.76	\$18.28	\$18.80	\$19.33	\$19.90
6	\$14.29	\$14.58	\$14.99	\$15.42	\$15.85	\$16.30	\$16.77	\$17.26	\$17.76	\$18.28	\$18.80	\$19.33	\$19.90	\$20.47	\$21.05	\$21.66
7	\$15.54	\$15.85	\$16.30	\$16.77	\$17.26	\$17.76	\$18.28	\$18.80	\$19.33	\$19.90	\$20.47	\$21.05	\$21.66	\$22.29	\$22.94	\$23.59
8	\$16.91	\$17.26	\$17.76	\$18.28	\$18.80	\$19.33	\$19.90	\$20.47	\$21.05	\$21.66	\$22.29	\$22.94	\$23.59	\$24.28	\$24.98	\$25.71
9	\$18.41	\$18.80	\$19.33	\$19.90	\$20.47	\$21.05	\$21.66	\$22.29	\$22.94	\$23.59	\$24.28	\$24.98	\$25.71	\$26.47	\$27.24	\$28.03
10	\$20.05	\$20.47	\$21.05	\$21.66	\$22.29	\$22.94	\$23.59	\$24.28	\$24.98	\$25.71	\$26.47	\$27.24	\$28.03	\$28.86	\$29.69	\$30.57
11	\$21.85	\$22.29	\$22.94	\$23.59	\$24.28	\$24.98	\$25.71	\$26.47	\$27.24	\$28.03	\$28.86	\$29.69	\$30.57	\$31.46	\$32.36	\$33.33
12	\$23.81	\$24.28	\$24.98	\$25.71	\$26.47	\$27.24	\$28.03	\$28.86	\$29.69	\$30.57	\$31.46	\$32.36	\$33.33	\$34.29	\$35.30	\$36.34

1. Food Services: For employee in Food Services, the Temporary Reassignment Matrix below will apply.

	Worker	Traveling	Intern	Asst. Manager	Manager I	Manager II
Worker to...	EE Base Rate	1.10 x EE Base Rate	1.30 x EE Base Rate	1.30 x EE Base Rate	1.40 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	1.30 x EE Base Rate	1.40 x EE Base Rate
Intern to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.10 x EE Base Rate	1.20 x EE Base Rate
Asst. Manager to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.10 x 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	1.10 x EE Base Rate	1.30 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 III	Building Supervisor II	Building Supervisor I
Custodian to...	EE Base Rate	1.20 x EE Base Rate	1.30 x EE Base Rate	1.40 x EE Base Rate	1.50 x EE Base Rate
Head Custodian to...	EE Base Rate	EE Base Rate	1.10 x EE Base Rate	1.20 x EE Base Rate	1.30 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.

ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE	23	HEARINGS	10
AMERICANS WITH DISABILITY ACT	17	HOLIDAYS	30
ASSIGNMENT OF DUTIES	15	ILLNESS OF INJURY IN-THE-LINE-OF-DUTY LEAVE	45
ASSOCIATION (Rights)	2	INCENTIVE AND BOUNUS PROGRAMS	36
ATTENDANTS/MONITORS WORKDAY	62	INSURANCE COVERAGE	51
BARGAINING SESSIONS	6	INSURANCE TASK FORCE	41
BARGAINING UNIT	1	JURISDICTION (Grievance)	9
BOARD PROVIDED BENEFITS	40	JURY DUTY LEAVE	48
BUS PREPARATON/CLEAN UP FOR OUT-OF-COUNTY TRIPS	59	LIABILITY INSURANCE	41
BUS OPERATOR WORK DAY	61	LIFE INSURANCE	41
CERTIFICATION (Bargaining Unit)	1	MAJOR MEDICAL INSURANCE	41
CHANGES IN BASE RATE	39	MANAGEMENT (Rights)	2
CHANGES IN SCHEDULE	29	MATERNITY	48
COMPENSATON FOR FIELD TRIPS	59	MILITARY LEAVE	48
COMPENSATION FOR OVERNIGHT FIELD TRIPS	59	MODIFICATION	68
CONCEPT (Committees)	56	NON-STANDARD RATE OF PAY	37
CONTRACT STATUS AND REAPPOINTMENT	12	NOTICE (Performance Evaluation)	32
DEFINITION (Grievance)	9	OPERATOR, ATTENDANCE, AND MONITORS SENIORITY DATE	58
DISCIPLINE	19	OPTION TO DECLINE	41
DISPOSTION (Grievance)	11	OUTSIDE VENDORS	61
DURATION (Agreement)	64	PARAMETERS (Committee)	56
EFFECTIVE (Agreement)	69	PARAMETERS FOR SCHOOL-BASED DECISION MAKING	56
ELIGIBILITY FOR TRIPS	59	PARTIES (Agreement)	1
EMPLOYMENT OPPORTUNITIES	16	PAY DELIVERY	38
EMPLOYEES	2	PERSONAL LEAVE	46
EXPERIENCE CREDIT	34	PERSONNEL FILE	21
EXPIRATION (Agreement)	68	PHYSICAL EXAMINATION	66
EXCLUSIONS (Bargaining Unit)	1	PHYSICAL FACILITIES	6
FAMILY AND MEDICAL LEAVE	50	PROCEDURE (Performance Evaluation)	32
FIELD TRIPS	49	PROTECTION OF PERSON	22
FIELD TRIPS (Cancellation)	49	PROTECTION OF PERSONAL PROPERTY	22
FILING (Grievance)	9	REDUCTION IN FORCE	14
FLEX CREDITS	40	REIMBURSEMENT FOR EXPENSES	59
FLEXIBLE BENEFITS	40	SALARY SCHEDULES	35

SCHOOL COMMITTEES	56	TRANSPORTATION LABOR/MANAGEMENT COMMITTEE	67
SELF-INSURANCE FUND RESERVE	42	TRIP ASSIGNMENT	60
SENIORITY	12	UNIFORMS	24
SEVERABILITY	68	USE OF LEAVE	43
SHARED SICK LEAVE	54	VACATION	30
SHUTTLING	60	VOLUNTARY BENEFITS	41
SICK LEAVE BANK	52	WAIVER'S AND DEVIATIONS (Agreement)	56
STUDENT DISCIPLINE	67	WITNESS LEAVE	48
TEMPORARY DUTY LEAVE	49	WORK DAY	27
TERM (Agreement)	68	WORK WEEK	29
TERMINAL PAY BENEFITS	51	WORK YEAR	29
TRANSFER	13	WORKER'S COMPENSATION	17
TRANSPORTATION COMPOUNDS/FACILITIES	67		