

SPALC

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



**CONTRACT
FY19 (2018-2019 SCHOOL YEAR),
FY20 (2019-2020 SCHOOL YEAR),
FY21 (2020-2021 SCHOOL YEAR)**

APRIL 2019

TABLE OF CONTENTS

Preamble	i
Definitions	ii
ARTICLE 1 – PARTIES TO THE AGREEMENT	1
ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES	2
ARTICLE 3 –NEGOTIATION PROCEDURES	5
ARTICLE 4 – GRIEVANCE PROCEDURE	6
ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES	13
ARTICLE 6 – WORKING CONDITIONS	17
ARTICLE 7 – WORK SCHEDULE	23
ARTICLE 8 – PERFORMANCE EVALUATION	28
ARTICLE 9 – DISCIPLINARY PROCEDURE	29
ARTICLE 10 – COMPENSATION	31
ARTICLE 11 – BENEFITS	37
ARTICLE 12 – LEAVE	39
ARTICLE 13 – PARTICIPATORY DECISION MAKING	52
ARTICLE 14 – TRANSPORTATION	55
ARTICLE 15 –DURATION AND ACCEPTANCE	64
Association Membership Form	Appendix A
Grievance Report Form	Appendix B
FY19 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 bargaining unit
2 as defined in Article 1.03.

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

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

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

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

11 **(4) ASSOCIATION:** The Support Personnel Association of Lee County (SPALC), which is the
12 sole and exclusive certified bargaining agent for collective bargaining for the employees in the
13 bargaining unit.
14

15 **(5) SUPERVISOR**

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

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

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

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

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

ARTICLE 1 –PARTIES TO AGREEMENT

1 **1.01 – PARTIES:** This agreement is entered into by the School Board of Lee County, also referred
2 to as the District, and the Support Personnel Association of Lee County, also referred to as the
3 Association or SPALC. The Articles of this contract are in compliance with Chapter 447, Florida
4 Statutes, and shall continue in effect as specified in Article 15 (Acceptance, Duration, and
5 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 part-
17 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

employee.

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

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

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

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

(7) Association Leave:

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

(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 calendar 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.

ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

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

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

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

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

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

ARTICLE 4 –GRIEVANCE PROCEDURE

1 **4.01 – DEFINITION:** A grievance is defined as a claim by a named employee, or a group of
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 employee
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 on the District's
40 website or may be copied from Appendix B of this Agreement.

41 **(a) Time Limits:**

42 Failure of the grievant to process a grievance within the time limits herein provided
43 shall bar the grievance. The time limits provided in this article may be extended by
44 written agreement between the parties.

1 Whenever illness or any other incapacity of the grievant prevents attendance at
2 any grievance hearing, the time limits shall be extended to such time that the
3 grievant can be present.

4 **(b) Working Days:** For the purpose of this grievance procedure, working days are
5 defined as days that the District office is open for business.

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

11 12 **4.04 - HEARINGS**

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

28 29 **(2) Formal Grievance**

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

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

46 **(c) Level III:** In the event the grievant is not satisfied with the disposition of the

1 grievance at Level II, or if no disposition has been made within the time limits as
2 provided in Level II, the grievant, with approval from and representation by the
3 Association, may submit the grievance to arbitration in accordance with the rules of the
4 American Arbitration Association. Submission of a grievance to arbitration shall be
5 initiated by the grievant, his counsel or by his designated Association representative, by
6 filing a written request with the American Arbitration Association and with the
7 Superintendent within ten (10) working days of the date of the Level II disposition of the
8 grievance or the expiration of time limits for a disposition. The disposition of the
9 grievance made by the arbitrator shall be binding on both parties; providing that the
10 arbitrator shall have no power to add to, subtract from, modify, or otherwise alter the
11 terms of the collective bargaining agreement. The grievance may be settled while the
12 arbitration procedure is pending.
13

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

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

23 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the
24 supervisor delivers the written disposition to the grievant if hand delivered in person; or the date
25 of postmark in those instances where delivery is by mail; or the date upon which the document is
26 faxed to the grievant or his/her representative; or the date upon which the document is delivered by
27 electronic mail to the grievant or his/her representative.
28

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

31 **(2) Adjustments:** The adjustment of any grievance shall be consistent with the articles of this
32 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 schedule in Appendix C of 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.
45

5.05– ASSIGNMENT OF DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

6
7 **(7) Subcontracting:** The Board agrees to utilize subcontractors only for a specific need or in case
8 of an emergency.

9
10 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as
11 herein provided.

12
13 **(1) Advertising Vacancies:** A list of job openings shall be provided to Association representatives
14 at each work site upon request. Job openings shall also be posted on the District website for five
15 (5) consecutive work days prior to filling the position. Posted job openings shall include the
16 beginning hourly rate.

17
18 **(2) Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority,
19 work experience and interview responses are superior, shall be offered the position.

20
21 **(3) Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition
22 to the approved job description expected of applicants shall be determined prior to considering any
23 applicants for a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to
24 the extent that it would create a new job classification or be equivalent to an existing job
25 classification and job description.

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

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

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

36
37 **(4) First Consideration:** Current employees of the District who apply shall be given first
38 consideration prior to other applicants.

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

42 **(b) Substitute/Temporary Employees:** Persons who have been hired as
43 substitute/temporary employees and have worked successfully for six (6) months or longer
44 shall be considered at the same time as current employees when vacancies occur. No
45 temporary appointment shall become permanent unless it has been advertised in
46 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,
47 continuation of limited duty assignments, Alternate Duty assignments, and/or other assignments

1 will be reviewed with the employee. If a period of limited duty exceeds six months the District
2 will notify the Association of the identity of the employee.

3 4 **(2) Alternate Duty**

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

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

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

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

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

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

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

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

46 **(i) Application Upon Completion:** Once employees are deemed "trained" by Insurance
47 and Benefits Management, they are required to apply for all positions, for which they have

received training, within a reasonable commute.

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

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

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

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

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

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

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

5.10 – PERSONNEL FILE

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

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

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

ARTICLE 6 – WORKING CONDITIONS

6.01 – PHYSICAL FACILITIES

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

(2) Reporting Unsafe Conditions: An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to the site administrator. A Safety/Security Deficiency Form shall be provided to employees either in an electronic file or by hardcopy, for reporting purposes and shall be located in an easy to find location on the District website. The supervisor shall investigate the report and initiate whatever corrective action 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 School or Site Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security Department and a copy of the report shall be maintained by the site administrator.

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

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

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

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

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

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

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

1 Assistants.

2 **(f) Custodians:** The District will provide training on identifying hazardous waste and the
3 steps necessary to report hazardous waste. Emergency phone numbers will be made
4 available to nighttime custodians and will be included in the MSDS Manual.
5

6 **(5) Transportation**

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

11 **(b) Student Discipline**

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

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

30 **(c) Bus Ramps:** Transportation employees and any school-based employee who is required
31 to perform bus ramp duties must receive bus ramp safety training.
32

33 **(6) Custodians**

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

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

44 **6.02 - PROTECTION OF PERSON:**

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

and 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.

6.03 - 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.

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

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

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

(b) Collision: The District shall reimburse employees for collision losses to their personal

1 autos under the following conditions:

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

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

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

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

11 (5) **Police Report:** A copy of the law enforcement accident report must be
12 submitted to the Department of Insurance and Benefits if and when it becomes
13 available.
14

15 **6.04 – ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall
16 possess, consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use,
17 on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any
18 other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as
19 further defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter
20 893.
21

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

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

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

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

37 (c) **District Action:** take appropriate personnel action against such an employee, up to and
38 including termination.
39

40 (3) **Reasonable Suspicion Testing:** No employee shall be required to submit to drug or alcohol
41 testing without reasonable suspicion except as otherwise required by law or this agreement. All
42 drug and alcohol testing shall be conducted in accordance with District policy and procedures for
43 drug and alcohol testing.
44

45 (4) **Exemptions**

46 (a) **Prescription Drugs:** Possession or use of prescription drugs by an employee for which

he holds the prescription is exempt from this section.

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

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

6.05 - UNIFORMS:

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

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

(2) Measurement and Delivery:

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

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

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

(3) Uniform Purchase Eligibility

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

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

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

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

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

1 **(c) Food Services:** Less than twelve-month Food Service employees eligible for purchased
2 uniforms will be provided five (5) uniforms in the first year of employment and four (4)
3 uniforms each year thereafter. Less than twelve-month Food Service employees will
4 be provided a \$61.00 stipend each school year to be used towards the purchase of required
5 District approved non slip/slip resistant shoes. The stipend will be paid in the employee's
6 first paycheck of the school year or the first paycheck following eligibility.
7

8 **(5) Uniform Orders:**

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

17 **(b) Ordering Uniform Bottoms:** Eligible "Purchased Uniform" employees will be able
18 to order the maximum number of uniform bottoms allowed according to the employee job
19 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 bottoms then they will
21 be credited with an amount equal to the number of bottoms not ordered multiplied by
22 the lowest priced commonly ordered uniform bottom of that major department current bid
23 (major department bids for uniforms purposes are the following three: Transportation,
24 Food Service and all other support staff).

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

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

30 **(e) Orders Exceeding Allowance:** Additional uniforms, shoes or accessories items
31 ordered that exceed the available allowance amount for the eligible employee must be paid
32 for in advance of order placement.
33

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

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

39 **(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. An appendix will be included that details the following: standard scheduled hours, standard worked hours, paid or unpaid lunch period, and total paid hours for all support staff positions.

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

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

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

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

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

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

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

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

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

(2) Non-Standard Hours

(a) Summer Hours: During the summer, employees may work a 4-day work week in departments and sites where manageable. In such departments and locations, work days

will be Monday through Thursday, with the total hours worked to be equivalent to an employee's 5-day work week. Start and end dates of the 4-day work week period will be agreed upon by the SPALC Labor/Management Committee.

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

(3) Changes in Allocations

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

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

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

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

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

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

7.03 - WORK YEAR

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

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

7.04 - CHANGES IN SCHEDULE

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

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

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

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

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

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

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

(4) Make-Up Due to Suspended Operations or Declared Emergency: If possible, employees will be notified prior to the beginning of the work day when it is necessary to close schools as a result of a hurricane or other declared emergency. Failure to make up missed time during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck for time missed. If

an employee terminates employment prior to the end of the work year, pay will be deducted from his or her final paycheck. The SPALC Labor/Management Committee will prepare a schedule for make-up of missed days to be provided to employees as soon as possible following a return to work. The Board reserves the right to waive make-up time.

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

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

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

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

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

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

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

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

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

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

1 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments,
2 provided that the request does not disrupt the operation of the work site. All vacation requests must
3 be submitted to the supervisor at least 24 hours in advance of the requested vacation time.
4

5 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of
6 annual leave. Annual leave shall not be granted prior to the time it is earned and shall be used only
7 with the approval of the Superintendent upon the recommendation of the employee's supervisor.
8 Upon separation from the Board, an employee shall be paid for accrued annual leave as of the date
9 of separation based on the employee's daily rate of pay at the time of separation. In the case of the
10 death of an employee, payment for accrued annual leave shall be made to the employee's
11 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 – DISCIPLINARY PROCEDURE

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

6
7 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job
8 performance shall be reviewed by the site-based administrator. During the investigation, the
9 District may temporarily reassign the employee. The employee shall be provided an opportunity
10 to be heard regarding all allegations at a meeting with the site-based administrator. The employee
11 shall have the right to representation at the meeting and shall present relevant information in
12 his/her defense.

13
14 **(2) District-Based Investigation:** The District's Department of Professional Standards and
15 Equity may begin an investigation at the request of the site-based administrator or
16 Superintendent regarding allegations of employee misconduct or unsatisfactory job performance
17 that could result in suspension without pay or termination of employment. During the
18 investigation the District may temporarily reassign the employee.

19
20 **(3) Right to Representation:** If an employee has a reasonable belief that discipline or adverse
21 consequences may result from a meeting with management, the employee has the right to request
22 representation of his or her choice from the list below. Management is not required to inform the
23 employee of his/her Weingarten rights; it is the employee's responsibility to know his/her rights
24 and make the request. Such meetings shall take place in private. Management shall recognize the
25 following individuals as acceptable representatives of the employee: the employee's attorney; a
26 union representative; or a co-worker that is a member of the bargaining unit.

27
28 **(4) Pre-Determination Hearing:** The final step of a District-based investigation, is a pre-
29 determination conference. Employees will be given at least two days prior written notice,
30 whenever possible, of the pre-determination conference and shall have the right to have a
31 representative accompany them and present relevant information. Allegations will be reviewed at
32 the pre-determination conference and the employee will be afforded the opportunity to respond.
33 After all information has been considered, the Director of Professional Standards and Equity shall
34 make a recommendation of any disciplinary action to the Superintendent. Recommended actions
35 shall be when appropriate, progressive in nature and may include, but are not limited to, verbal
36 warning, letters of warning and reprimand, suspension without pay, retraining or other
37 assistance and termination from employment. A new period of probation shall not be used as a
38 form of action or discipline for an employee that has previously completed his or her probation.
39 Employees subject to disciplinary action as specified in this article shall be entitled to appeal
40 through the grievance process as set forth in Article 4 of the collective bargaining agreement.

41
42 **(5) Use of Technology:** Modern technology (i.e. e-mail, audio and video recordings via cell

phones, etc.) has become common in the work place and may be used in the course of an investigation. The use of these technologies will not replace the traditional use of documentation when discussing and/or investigating matters involving the actions of employees. The initial review of security videos or other technology, for the purpose of monitoring employee performance, shall be conducted by an administrator or specifically trained confidential employee. Technology records will be provided to SPALC, upon request, as soon as technologically feasible and pursuant to state law. During an open investigation, if a video is evidence in the case, SPALC will be provided a copy, if requested.

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

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

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

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

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

ARTICLE 10 – COMPENSATION

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

(1) New Hire

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

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

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

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

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

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

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

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

(a) Market Rate Salary Schedule:

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

(2) Different Position: If an employee terminates his or her employment and is 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

12 **(1) Differential Pay**

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

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

26 **(c) Movement to Market Rate:** As part of the movement to Market Rate, the Group
27 Leader Supplement, the Licensed Practical Nurse (LPN) Supplement, and the Head
28 Custodian Supplements will be eliminated. Pay for these supplements is now included in
29 the employee’s regular pay and will not be paid separately.
30

31 **(2) Controlling Document:** Employees shall be paid in accordance with the salary schedule. In
32 the event of a discrepancy between the salary schedule and this Agreement, the articles of this
33 Agreement shall prevail.
34

35 **(3) Reclassifications:**

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

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

40 **(c) Effective Date:** Positions reviewed and recommended for reclassification shall receive
41 compensation effective from the date of Board Approval of the reclassification. Such pay
42 shall not be retroactive.
43

44 **(4) Promotions:** No employee shall be deprived of his seniority as a condition for promotion or
45 as the result of a demotion.
46

10.03 – INCENTIVE AND BONUS PROGRAMS

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

(2) Safe Driving Award

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

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

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

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

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

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

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

(3) Professional Development:

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

employee. The course must also be District work related. The employee must consult with his/her supervisor prior to taking a course for which they will seek reimbursement.

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

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

10.04 – NON-STANDARD RATE OF PAY

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

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

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

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

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

8 9 **10.05 – PAY DELIVERY**

10
11 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.

12
13 **(a) Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount
14 equal to their annual rate divided by twenty-four (24) pay periods. Employees may receive
15 a pro-rated non-standard pay period amount, not to exceed the amount paid for a standard
16 pay period.

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

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

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

29
30 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.

31
32 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need
33 for paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly
34 with the employee. Every effort will be made to resolve paycheck adjustments within the calendar
35 year to ensure accurate reporting of wages for tax purposes.

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

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

41
42 **(5) Overtime:** Overtime shall be reported in the same pay period in which it occurs. Overtime
43 shall be paid no later than the pay period after the hours were worked, provided there are at least
44 eight (8) days between the hours worked and the next pay period. Employees working in two or
45 more positions with different hourly rates will be paid overtime as required by the Fair Labor
46 Standards Act (FLSA) and Board Policy 5.17.

1 **10.06 – CHANGES IN COMPENSATION:** Support staff employed by the District on July 1,
2 2019 will be eligible for increases as follows:

3
4 **(1) Three-and-a-half Percent Increase:** All support staff on the Grade/Step Salary Schedule and
5 the Market Rate Salary Schedule who are employed by the District will receive a 3.5% increase in
6 base rate of pay (hourly rate), effective July 1, 2019.

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

13 **(a) Below Market Rate:** All employees who are in job classifications that are on or being
14 moved to the Market Rate Salary Schedule who are currently below the market rate for that
15 position will receive an increase in base rate of pay (hourly rate) to the market rate,
16 effective July 1, 2019.

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

ARTICLE 11 –BENEFITS

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

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

11.02 – FLEX CREDITS: Effective April 1, 2019, the Board shall contribute \$7,360.80 into the Flex Credits for each employee who is enrolled in Board-Provided Benefits.

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

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

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

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

(1) Enrollment: Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment period or within sixty (60) days following a qualified family status change. Enrollment in any individual benefit included in the Flex Plan remains binding until the employee changes his/her benefit election. Such changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and must be made on the appropriate enrollment change form. Changes made during the Open Enrollment period will become effective the first day of the new benefit plan year. The District will make every effort to ensure employees receive electronic confirmation of their open enrollment selection prior to the 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
7 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
8 through the District's medical plan to each eligible employee. Effective April 1, 2019, the Board
9 will provide major medical insurance through four (4) Aetna self-insured medical plans: Plan
10 3769, Plan 5773, Plan 7419, and High Deductible Health Plan (HDHP). Such coverage shall become
11 effective the first of the month following a forty-five (45) day waiting period from the date of
12 employment. The date of employment shall be included as one of the forty-five (45) days.
13

14 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
15 insurance coverage shall be allowed to decline coverage under the School District's medical plan.
16 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay periods)
17 of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer).
18

19 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of group
20 term life insurance for each eligible employee, with an additional twenty thousand dollars
21 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the
22 first of the month following a forty-five (45) day waiting period from date of employment. The
23 date of employment shall be included as one of the forty-five (45) days.
24

25 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
26 available to all eligible employees. Employees who participate in voluntary benefits must do so at
27 their own expense or with available Flex Credits. Voluntary benefits shall be recommended by the
28 Insurance Task Force and approved by the Board.
29

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

33 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in
34 an amount not less than one million dollars (\$1,000,000) per occurrence.
35

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

ARTICLE 12 – LEAVE

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

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

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

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

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

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

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

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

(8) Suspected Abuse of Leave

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

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

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

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

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

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

(5) Conditions for Sick Leave:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Workers Compensation Claim

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

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

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

(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
25 will 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.

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

employee.

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

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

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

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

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

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

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

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

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

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

(4) Intermittent Leave for Planned Medical Treatment: FMLA leave may be taken intermittently whenever it is medically necessary to take care of a seriously ill spouse, child or 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

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

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

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

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

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

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

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

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

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

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

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

(c) **Donation:** 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 SPALC
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

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

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

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

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

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

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

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

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

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

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

12.14 – SHARED SICK LEAVE: All employees covered by this contract may donate accrued, earned sick leave to his or her spouse (person to whom the donor employee is legally married at the time of donation), child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother or sister of the donor employee, but not step-sister or step-brother) who is also a regular part-time or full-time District employee (not a temporary employee 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
39 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold
40 the Board, its officers, employees and agents harmless from any and all claims which may be
41 brought by any of its members of the unit or authorized litigant with the establishment or
42 administration of the shared sick leave policy.

ARTICLE 13 –PARTICIPATORY DECISION MAKING

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

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

13 **(2) Leave:** Employees participating as members of Bargaining Related Committees or
14 School Advisory Councils may, at the discretion of the supervisor, be eligible for
15 Temporary Duty as described in Article 12.09 to attend meetings when held away from the
16 employee's work site.
17

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

26 **(1) District and Site-Based Committees:** The creation or elimination of bargaining related
27 committees may be done with the approval of the SPALC Labor/Management Committee
28 or the bargaining teams. The SPALC Labor/Management Committee shall assist in
29 scheduling bargaining related committee meetings and shall make every reasonable effort
30 to avoid scheduling meetings during student contact time, while recognizing the need in
31 some instances to meet during the regularly scheduled work day. The SPALC
32 Labor/Management Committee is responsible for the appointment of members to all
33 District-Based Committees, with each side having the final say in the appointment of
34 members to represent their interests. The SPALC Labor/Management Committee shall
35 review the parameters for site-based participatory decision making.
36

37 **13.03 – DISTRICT-BASED COMMITTEES:**

38

39 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a
40 regularly scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members,
41 eight (8) from management, including the chairperson, and eight (8) from labor, with equal
42 representation for each association representing an affected bargaining unit. The Insurance Task
43 Force shall review existing insurance programs and workers' compensation issues. The Insurance
44 Task Force will explore alternatives, improvements, changes, and specifications to the existing

1 insurance programs. In order to be implemented, any committee recommendations that alter
2 articles of this agreement or any of the medical plan benefit description documents shall be
3 incorporated by reference in the agreement after they have been ratified by both the Board and the
4 Association.

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

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

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

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

39
40 **(5) Transportation Labor/Management Committee:** The Transportation Labor/Management
41 Committee is a standing committee that meets on a regularly scheduled basis. The Transportation
42 Labor/Management Committee shall be made up of a mutually agreed upon number of members,
43 with equal representation for the parties. Subject Matter Experts may be invited to participate in
44 Transportation Labor/Management Committee meetings. The Transportation Labor/Management
45 Committee is responsible for continued communication and problem solving of issues impacting
46 Transportation employees. The Transportation Labor/Management Committee is responsible for

1 reviewing the paycheck schedule for Transportation employees and providing the Payroll
2 Department with a recommendation prior to the end of the previous school year. Any committee
3 recommendations shall be sent to the Superintendent's designee and the SPALC
4 Labor/Management Committee by the chairperson.

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

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

20 21 **13.05 – WAIVER OF CONTRACT LANGUAGE**

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

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

ARTICLE 14 –TRANSPORTATION

14.01 – GENERAL EMPLOYMENT PRATICES

(1) Seniority

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

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

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

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

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

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

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

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

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

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

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

1 **(3) Field Trips**

2 **(a) Trip Eligibility**

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

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

13 **(3) Removal from List:**

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

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

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

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

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

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

33 **(2) Procedure:** The procedure for assignment shall be as follows:

34 **(a) Employee Availability:** Employee availability is defined as follows:

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

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

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

will be allowed to bank trips.

(c) Missed Trip: If an employee elects to reject an assignment, he/she will be passed over until his/her name comes up again in rotation. Any employee who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss not only that turn, but his/her next turn.

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

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

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

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

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

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

(c) Employee Availability: Bus employee is unavailable. Bus employee availability is defined as follows:

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

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

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

(5) Bus Attendant Shortage: A shortage of bus attendants shall be resolved in the following manner:

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

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

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

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

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

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

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

9
10 **(6) Route and Zone Bidding:**

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

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

20 **(c) Route Listings**

21 **(1) Assigned Duties:** Routes shall be listed by:

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

25 **(b) Bus Information:** Bus number and type of bus.

26 **(c) Bus Location:** Bus parking locations as determined by Transportation
27 Department Administration.

28 **(d) School Information:** Schools served.

29 **(e) Route Start and End Time:** Approximate beginning and ending time.

30 **(f) ESE Status:** Special education.

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

34 **(d) Personal Transportation:** All employees must furnish their own transportation to the
35 original bus departure point

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

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

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

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

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

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

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

12 **(4) Eliminating Routes:** When a bus route is eliminated, the bus employee will
13 become an UAR operator or an unassigned attendant until they bid an available
14 route.

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

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

20 **(2) Rebidding Location:** The designated location of the rebidding process will be
21 posted with the route descriptions to be rebid.

22 **(3) Proxy Bidding:** The employee or proxy must be present to participate in the
23 rebidding procedure.

24 **(4) Employee Responsibilities:** Employees must sign bids and cannot decline a
25 route once they have submitted a bid.

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

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

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

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

change is confirmed.

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

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

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

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

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

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

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

14.02 – WORKING CONDITIONS

(1) Physical Facilities: Every effort will be made to equip transportation compounds, whether temporary or permanent, with sanitary, water and waste disposal facilities and paper products. Facilities shall be maintained to ensure proper health and hygiene. When sanitary, water, waste disposal or paper products are not available at the compound, bus employees will be notified as to the location of the facilities to be used.

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

(a) Fitness-For-Duty: Employees must be able to perform all work-related duties,

including licensure and physical requirements, at the time of placing their bus bid.

(3) Student Discipline: Bus operators will have input in disciplinary decisions regarding the transportation of students disruptive while on the bus. See Article 6 regarding safety and student discipline.

14.03 – WORK SCHEDULE

(1) Work Day (Bus Operators):

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

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

(c) Breaks:

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

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

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

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

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

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

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

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

(g) Standard Work Day Exemption: Operators who prefer to work fewer than thirty-five (35) hours per week may be exempt from the minimum day by submitting a written request to the Transportation Department by the first day of preschool or upon initial employment. Exemptions are subject to approval by the appropriate Assistant Director and shall remain in effect during the school year unless otherwise approved. Operators who are exempt from

1 the minimum day shall not be eligible for field trip assignments and shall be paid for actual
2 route time and an additional one-half (1/2) hour per work day non-route time. No extra
3 duties or standby time will be assigned to these routes.

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

11 12 **(2) Work Day (Bus Attendants and Bus Monitors):**

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

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

19 **(c) Breaks:**

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

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

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

25 **(d) Time Reporting:** Bus attendants and bus monitors will be paid for all time worked
26 within a pay period per Articles 10.05(1)(d) and 10.05(1)(e) if the employee has accurately
27 reported work time on the prescribed tracking system. Work time not accurately recorded
28 by the employee on the prescribed tracking system, shall be paid after the employee has
29 notified the Transportation Department. Upon notification and verification, the employee
30 will be paid within the next two pay periods.

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

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

37 38 **14.04 – COMPENSATION**

39 40 **(1) Field Trips:**

41 **(a) Reimbursement for Expenses:** For all out-of-county field trips of one day or less, and
42 for all overnight trips when lodging is provided by the school or group, employees will be
43 reimbursed for meals as provided by School Board Policy. For all out-of-county overnight
44 trips when lodging is not provided by the school or group, the employee may file a travel
45 expense report for reimbursement as provided by School Board policy. Reimbursement
46 will be based on the time from which the operator begins the trip to the time when the

operator parks the bus at the end of the trip. Requests for reimbursement shall be processed and paid within thirty (30) days following the submission of required paperwork. The prescribed reimbursement rate for meals when on trips shall be as provided to the employee.

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

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

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

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

ARTICLE 15 – DURATION AND ACCEPTANCE

1 **15.01 – EFFECTIVE:** Following ratification by the bargaining unit, this Agreement shall be
2 effective the day after ratification by the Board.
3

4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted in this
5 Agreement, each had the unlimited right and opportunity to make demands and proposals with
6 respect to any subject or matter not removed by law from the area of collective bargaining. The
7 parties acknowledge that the understandings and agreements arrived at, after exercise of that right
8 and opportunity, are set forth and solely embodied in this Agreement. The parties agree, therefore,
9 that they shall not be obligated to negotiate or bargain collectively with respect to any subject or
10 matter whether referred to herein or not except as otherwise specifically required in this
11 Agreement, even though such objects or matters may not have been within the knowledge or
12 contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
13

14 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY19 (2018-2019 school
15 year), FY20 (2019-2020 school year), and FY21 (2020-2021 school year).
16

17 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than March 1,
18 2020.
19

20 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement
21 no later than June 30, 2021.
22

23 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to
24 account for the fiscal impact of this agreement, the parties agree to an emergency re-opener to
25 negotiate impact. Articles will be reopened, as appropriate, so that the impact of any windfall or
26 shortfall in District funding may be negotiated and appropriate increases or decreases may be
27 discussed. The parties agree to commence negotiations upon written request of either party to re-
28 open due to a windfall or shortfall.
29

30 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered or
31 modified only through the voluntary mutual consent of the Parties in a written and ratified
32 amendment.
33

34 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of
35 competent jurisdiction, or as a result of a change in state or federal law, the Parties shall meet as
36 soon as practicable to modify the article to the extent necessary to bring it into legal compliance.
37 The remaining articles shall remain in full force and effect for the duration of this Agreement.
38

39 **15.06 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects
40 thereof, shall expire on June 30, 2021, and in no event shall any other articles contravene the
41 expiration of this Agreement.

FY19, FY20, FY21 SPALC Collective Bargaining Agreement

This Agreement between the School District of Lee County and The Support Personnel Association of Lee County is signed this 9th day of April, 2019.

The Support Personnel Association
of Lee County

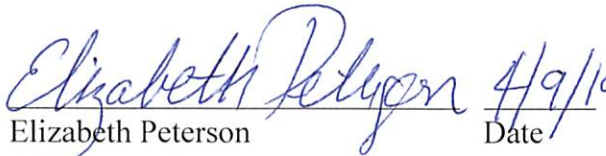
The School District of Lee County


Jamie Michael
President, Support Personnel Association
of Lee County

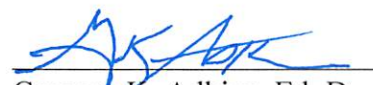
Date


Gwynetta S. Gittens
School Board Chair


Date


Elizabeth Peterson
Chief Negotiator

Date


Gregory K. Adkins, Ed. D.
Superintendent

Date


Angela J. Pruitt, Ph.D.
Chief Negotiator

Date

APPROVED
APR 09 2019
SCHOOL BOARD OF
LEE COUNTY

Island Coast-FEA

Affiliated with the **Florida Education Association**

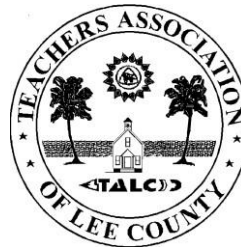
6830 International Center Blvd.

Fort Myers, FL 33912

(239) 275-8252 office (239) 275-7829 fax



SPALC



TALC



School or Work Site		
Social Security Number		
XXX	XX	
District Identification # (DID)		

First Name	M.I.	Last
Address	City & State	Zip
Home Phone	Cell	Personal Email
Work Email: <i>@leeschools.net</i>		

Position	Date of birth	Gender (circle)	Ethnicity
	/ /	Male / Female	



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.

Member's Signature

Date

Local Assoc. Representative

**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

SPALC POSITIONS

Position	JDE	Work Year	Pay Grade	Market Rate	Last Action
ANALYSTS					
Analyst, Procurement Services	A-6.02	255	7	-	12/11/2018
ASSISTANTS/ATTENDANTS/MONITORS					
Assistant, Clinic	A-11.05	190		\$13.42	06/25/2019
Assistant, Speech-Language Pathology	S-12.01	187	-	\$20.44	12/11/2018
Assistant Manager, Food and Nutrition Services	A-31.01	196	-	\$15.53	12/11/2018
Attendant, Cafeteria	A-11.03	187	4	-	12/11/2018
Attendant, Child Care	C-8.01	187	-	\$11.98	11/07/2018
Attendant, Safety and Security	A-11.04	187	-	\$11.60	03/26/2019
Attendant, School Bus	A-11.01	186	3	-	11/07/2018
Monitor, School Bus	A-11.06	186	3	-	11/07/2018
ASSISTANT SUPERVISORS					
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	255	5	-	12/11/2018
Assistant Supervisor, Maintenance (Crafts)	A-46.03	255	-	\$25.00	12/11/2018
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	255	-	\$27.78	12/11/2018
Assistant Supervisor, Maintenance (Grounds)	A-46.09	255	-	\$16.03	12/11/2018
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	255	-	\$28.28	11/07/2018
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	255	-	\$29.13	12/11/2018
Assistant Supervisor, Maintenance (Painting)	A-46.07	255	-	\$21.74	11/07/2018
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	255	-	\$28.77	12/11/2018
Assistant Supervisor, Maintenance (Sites)	A-46.10	255	-	\$16.03	12/11/2018
BOOKKEEPERS					
Bookkeeper	B-1.01	216, 255	6	-	11/07/2018
CLERKS					
Clerk, Inventory	C-11.03	255	-	\$15.49	12/11/2018
Clerk Specialist	C-16.01	255	-	\$14.60	11/07/2018
Clerk, Transportation (Stockroom)	C-11.10	255	-	\$15.49	11/07/2018
Clerk Typist	C-21.01	196, 216, 255	-	\$14.23	12/11/2018
COURIERS					
Courier	C-52.01	196, 255		\$12.97	06/25/2019
CRAFTS & TRADES WORKERS					
Carpenter	C-56.03	255	-	\$19.23	12/11/2018
Electrician	C-56.04	255	-	\$21.37	12/11/2018
Glazier	C-56.06	255	-	\$17.38	12/11/2018
Locksmith	C-56.07	255	-	\$20.08	12/11/2018
Mason	C-56.08	255	-	\$19.87	12/11/2018
Millwright/Machinist	C-56.11	255	-	\$19.66	12/11/2018
Painter	C-56.14	255	-	\$17.24	12/11/2018
Plumber	C-56.15	255	-	\$22.13	12/11/2018
Roofer	C-56.17	255	-	\$17.40	12/11/2018
Welder/Sheetmetal Fabricator	C-56.21	255	-	\$19.49	12/11/2018
CUSTODIANS					
Custodian	C-61.01	255	-	\$11.98	12/11/2018

Position	JDE	Work Year	Pay Grade	Market Rate	Last Action
DISPATCHERS					
Dispatcher, Transportation Services	D-2.01	255	7	-	12/11/2018
DRIVERS					
Operator, School Bus	D-26.02	186		\$16.00	06/25/2019
Trainer, Transportation (Safety)	T-16.02	186	7	-	11/07/2018
FOOD SERVICE WORKERS					
Worker, Food and Nutrition Services	F-1.04	190	-	\$11.95	12/11/2018
Worker, Food and Nutrition Services (Traveling)	F-1.05	190	-	\$13.14	12/11/2018
HEAD CUSTODIANS					
Head Custodian	C-61.02	255	-	\$15.57	12/11/2018
HELPING TEACHERS					
Helping Teacher, Brailist	H-11.07	187	-	\$16.72	11/07/2018
Helping Teacher, English for Speakers of Other Languages	H-11.10	187	5	-	11/07/2018
Helping Teacher, Environmental Education	H-11.01	187	6	-	11/07/2018
Helping Teacher, Exceptional Student Education (<i>No new hires in this category effective FY19 except by special approval from Budget and ESE</i>)	H-11.05	187	4	-	11/07/2018
Helping Teacher, Exceptional Student Education Centers	H-11.12	187	5	-	11/07/2018
Helping Teacher, Interpreter (Deaf and Hard of Hearing)	H-11.03	187	-	\$21.36	11/07/2018
Helping Teacher, Registered Behavior Technician	H-11.09	187	6	-	12/11/2018
Helping Teacher, Social Communication Technician (<i>No new hires in this category effective FY19</i>)	H-11.11	187	-	\$15.54	11/07/2018
LPNS					
Licensed Practical Nurse	N-1.02	187	-	\$20.32	11/07/2018
MANAGERS					
Manager, Food and Nutrition Services (Intern)	M-1.03	196	-	\$15.53	12/11/2018
MECHANICS					
Mechanic	M-6.02	255	-	\$20.73	11/07/2018
Mechanic, Generator	M-6.05	255	-	\$26.24	12/11/2018
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	255	-	\$22.41	12/11/2018
Mechanic (Service)	M-6.03	255	-	\$17.28	11/07/2018
OPERATORS					
Operator, Equipment	C-56.26	255	-	\$20.67	12/11/2018
Operator, Snack Bar	O-1.06	255	-	\$13.14	11/07/2018
PARAPROFESSIONALS					
Paraprofessional, Educational (Basic, ESE, ESOL)	A-11.02	187	4	-	11/07/2018
Paraprofessional, Educational (Instructional Support)	A-11.07	187	5	-	11/07/2018
Paraprofessional, Head Start Instructor (Level I) (<i>No new hires in this category after FY08</i>)	P-1.01	196	-	\$22.02	11/07/2018
Paraprofessional, Head Start Instructor (Level II)	P-1.04	196	-	\$18.35	11/07/2018

Position	JDE	Work Year	Pay Grade	Market Rate	Last Action
PRESENTERS					
Presenter, Food and Nutrition Services (Healthy Living Lab)	P-18.01	187	4	-	12/11/2018
PRINTERS					
Printer	P-17.01	255	-	\$16.35	11/07/2018
RECEPTIONISTS					
Receptionist	R-1.01	255	-	\$13.56	11/07/2018
SECRETARIES					
Secretary	S-1.02	206, 216, 255	5	-	11/07/2018
Secretary (School)	S-1.08	216	5	-	11/07/2018
SPECIALISTS					
Specialist, Accounting	C-11.07	255	-	\$16.81	12/11/2018
Specialist, Bindery (Level I)	O-1.12	255	-	\$14.98	11/07/2018
Specialist, Bindery (Level II)	O-1.11	255	-	\$13.62	11/07/2018
Specialist, Documents	S-11.15	255	5	-	11/07/2018
Specialist, Early Childhood (Family Advocate)	S-8.01	187, 216, 255	6	-	11/07/2018
Specialist, Early Childhood (Family Services) (No new hires in this category effective FY19)	S-8.04	187	6	-	11/07/2018
Specialist, Early Childhood (Parent Educator)	S-11.76	216	6	-	11/07/2018
Specialist, Enrollment (District)	S-11.52	255	6	-	06/25/2019
Specialist, Family-Community Engagement	S-11.43	187	6	-	12/11/2018
Specialist, Information (Elementary)	S-11.28	216, 255		\$14.28	06/25/2019
Specialist, Information (Secondary)	S-11.29	216, 255		\$14.72	06/25/2019
Specialist, Inventory	S-11.01	255	6	-	12/11/2018
Specialist, Job Coach	S-11.45	187	5	-	11/07/2018
Specialist, Locks and Hardware Systems	S-11.53	255	-	\$22.08	12/11/2018
Specialist, Multimedia Communications	S-11.12	255	6	-	11/07/2018
Specialist, Multimedia Promotions	V-2.01	255	6	-	11/07/2018
Specialist, Procurement Services	S-11.32	255	5	-	12/11/2018
Specialist, Safety and Security	S-11.54	187, 255	-	\$13.30	11/07/2018
Specialist, Stock Control	S-11.11	255	5	-	12/11/2018
Specialist, Student Services (ESOL Compliance)	S-11.74	255	6	-	11/07/2018
Specialist, Student Services (Title I and Migrant)	S-11.64	187	6	-	11/07/2018
Specialist, Support	S-11.30	216, 255	5	-	11/07/2018
Specialist, Technical Support	S-11.21	255	9	-	11/07/2018
Specialist, Transportation (Automation)	S-11.06	255	8	-	11/07/2018
Specialist, Transportation (Data)	S-11.31	255	5	-	11/07/2018
Specialist, Transportation (Routes)	S-11.09	255		\$17.19	06/25/2019
Specialist, Turf	C-56.22	255	-	\$15.49	12/11/2018
TECHNICIANS					
Technician, Chillwater and HVAC	T-6.06	255	-	\$25.77	12/11/2018
Technician, Commercial Food Service Equipment	C-56.24	255	-	\$16.29	11/07/2018
Technician, Electronics (Field Service)	T-6.05	255	-	\$23.49	12/11/2018
Technician, Energy Systems	T-6.08	255	-	\$22.41	12/11/2018
Technician, Field Support	T-6.15	255	10	-	12/11/2018
Technician, Pest Control	T-6.02	255	-	\$15.85	12/11/2018

Position		JDE	Work Year	Pay Grade	Market Rate	Last Action
	Technician, Security and Video Surveillance	T-6.17	255	8	-	11/07/2018
	Technician, Service (Fire Equipment)	C-56.05	255	-	\$18.48	12/11/2018
UTILITY WORKERS/TRADES HELPERS/SITES WORKERS						
	Utility Worker/Trades Helper	C-56.19	255	-	\$ 13.21	12/11/2018
	Worker, Sites	S-6.01	255	-	\$ 12.33	12/11/2018

FY20 SPALC UNIFORM AND SHOE SCHEDULE

Position	JDE	Uniforms P=Purchased L=Leased	Shoes S=Safety Shoes
Assistant Manager, Food and Nutrition Services	A-31.01	P	Sx2
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	P	-
Assistant Supervisor, Maintenance (Crafts)	A-46.03	P	S
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	P	S
Assistant Supervisor, Maintenance (Grounds)	A-46.09	P	S
Assistant Supervisor, Maintenance (HVAC)	A-46.05	L	S
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	P	S
Assistant Supervisor, Maintenance (Painting)	A-46.07	L	S
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	L	S
Assistant Supervisor, Maintenance (Sites)	A-46.10	P	S
Attendant, Safety and Security	A-11.04	P	-
Attendant, School Bus	A-11.01	P	-
Carpenter	C-56.03	P	S
Clerk, Transportation (Stockroom)	C-11.10	L	S
Courier	C-52.01	P	-
Custodian	C-61.01	P	-
Electrician	C-56.04	P	S
Glazier	C-56.06	P	S
Head Custodian	C-61.02	P	-
Locksmith	C-56.07	P	S
Manager, Food and Nutrition Services (Intern)	M-1.03	P	Sx2
Mason	C-56.08	L	S
Mechanic	M-6.02	L	S
Mechanic, Generator	M-6.05	L	S
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	L	S
Mechanic (Service)	M-6.03	L	S
Millwright/Machinist	C-56.11	L	S
Monitor, School Bus	A-11.06	P	-
Operator, Equipment	C-56.26	L	S
Operator, School Bus	D-26.02	P	-
Operator, Snack Bar	O-1.06	P	S
Painter	C-56.14	L	S
Plumber	C-56.15	L	S
Printer	P-17.01	P	S
Roofer	C-56.17	P	S
Specialist, Bindery (Level I)	O-1.12	P	-
Specialist, Bindery (Level II)	O-1.11	P	-
Specialist, Locks and Hardware Systems	S-11.53	P	S
Specialist, Safety and Security	S-11.54	P	-
Specialist, Stock Control	S-11.11	P	S
Specialist, Turf	C-56.22	L	S
Technician, Chillwater and HVAC	T-6.06	L	S
Technician, Commercial Food Service Equipment	C-56.24	L	S
Technician, Electronics (Field Service)	T-6.05	P	S

Position	JDE	Uniforms P=Purchased L=Leased	Shoes S=Safety Shoes
Technician, Energy Systems	T-6.08	P	S
Technician, Field Support	T-6.15	P	-
Technician, Pest Control	T-6.02	P	S
Technician, Security and Video Surveillance	T-6.17	P	S
Technician, Service (Fire Equipment)	C-56.05	P	S
Trainer, Transportation (Safety)	T-16.02	P	-
Utility Worker/Trades Helper	C-56.19	L	S
Welder/Sheetmetal Fabricator	C-56.21	L	S
Worker, Food and Nutrition Services	F-1.04	P	Sx2
Worker, Food and Nutrition Services (Traveling)	F-1.05	P	Sx2
Worker, Sites	S-6.01	P	S

FY20 SPALC PAY SCALE																
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 99
1	\$ 9.75	\$ 9.96	\$10.24	\$10.52	\$10.80	\$11.10	\$ 11.44	\$ 11.75	\$ 12.07	\$12.39	\$ 12.76	\$ 13.12	\$ 13.49	\$13.87	\$14.26	\$14.68
2	\$ 10.60	\$10.80	\$11.10	\$11.44	\$11.75	\$12.07	\$ 12.39	\$ 12.76	\$ 13.12	\$13.49	\$ 13.87	\$ 14.26	\$ 14.68	\$15.09	\$15.51	\$15.96
3	\$ 11.52	\$11.75	\$12.07	\$12.39	\$12.76	\$13.12	\$ 13.49	\$ 13.87	\$ 14.26	\$14.68	\$ 15.09	\$ 15.51	\$ 15.96	\$16.40	\$16.87	\$17.36
4	\$ 12.51	\$12.76	\$13.12	\$13.49	\$13.87	\$14.26	\$ 14.68	\$ 15.09	\$ 15.51	\$15.96	\$ 16.40	\$ 16.87	\$ 17.36	\$17.86	\$18.38	\$18.92
5	\$ 13.61	\$13.87	\$14.26	\$14.68	\$15.09	\$15.51	\$ 15.96	\$ 16.40	\$ 16.87	\$17.36	\$ 17.86	\$ 18.38	\$ 18.92	\$19.46	\$20.01	\$20.60
6	\$ 14.79	\$15.09	\$15.51	\$15.96	\$16.40	\$16.87	\$ 17.36	\$ 17.86	\$ 18.38	\$18.92	\$ 19.46	\$ 20.01	\$ 20.60	\$21.19	\$21.79	\$22.42
7	\$ 16.08	\$16.40	\$16.87	\$17.36	\$17.86	\$18.38	\$ 18.92	\$ 19.46	\$ 20.01	\$20.60	\$ 21.19	\$ 21.79	\$ 22.42	\$23.07	\$23.74	\$24.42
8	\$ 17.50	\$17.86	\$18.38	\$18.92	\$19.46	\$20.01	\$ 20.60	\$ 21.19	\$ 21.79	\$22.42	\$ 23.07	\$ 23.74	\$ 24.42	\$25.13	\$25.85	\$26.61
9	\$ 19.05	\$19.46	\$20.01	\$20.60	\$21.19	\$21.79	\$ 22.42	\$ 23.07	\$ 23.74	\$24.42	\$ 25.13	\$ 25.85	\$ 26.61	\$27.40	\$28.19	\$29.01
10	\$ 20.75	\$21.19	\$21.79	\$22.42	\$23.07	\$23.74	\$ 24.42	\$ 25.13	\$ 25.85	\$26.61	\$ 27.40	\$ 28.19	\$ 29.01	\$29.87	\$30.73	\$31.64
11	\$ 22.61	\$23.07	\$23.74	\$24.42	\$25.13	\$25.85	\$ 26.61	\$ 27.40	\$ 28.19	\$29.01	\$ 29.87	\$ 30.73	\$ 31.64	\$32.56	\$33.49	\$34.50
12	\$ 24.64	\$25.13	\$25.85	\$26.61	\$27.40	\$28.19	\$ 29.01	\$ 29.87	\$ 30.73	\$31.64	\$ 32.56	\$ 33.49	\$ 34.50	\$35.49	\$36.54	\$37.61

SPALC LUNCH PERIOD

Position		JDE	Scheduled Hours	Worked Hours	Lunch Period		Total Paid Hours
Maintenance							
	Assistant Supervisor, Maintenance (Crafts)	A-46.03	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Grounds)	A-46.09	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Painting)	A-46.07	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Plumbing)	A-46.08	8.5	8.0	0.5	Unpaid	8.0
	Assistant Supervisor, Maintenance (Sites)	A-46.10	8.5	8.0	0.5	Unpaid	8.0
	Carpenter	C-56.03	8.5	8.0	0.5	Unpaid	8.0
	Electrician	C-56.04	8.5	8.0	0.5	Unpaid	8.0
	Glazier	C-56.06	8.5	8.0	0.5	Unpaid	8.0
	Locksmith	C-56.07	8.5	8.0	0.5	Unpaid	8.0
	Mason	C-56.08	8.5	8.0	0.5	Unpaid	8.0
	Mechanic, Generator	M-6.05	8.5	8.0	0.5	Unpaid	8.0
	Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	8.5	8.0	0.5	Unpaid	8.0
	Millwright/Machinist	C-56.11	8.5	8.0	0.5	Unpaid	8.0
	Operator, Equipment	C-56.26	8.5	8.0	0.5	Unpaid	8.0
	Painter	C-56.14	8.5	8.0	0.5	Unpaid	8.0
	Plumber	C-56.15	8.5	8.0	0.5	Unpaid	8.0
	Roofer	C-56.17	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Documents	S-11.15	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Locks and Hardware Systems	S-11.53	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Stock Control	S-11.11	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Turf	C-56.22	8.5	8.0	0.5	Unpaid	8.0
	Technician, Chillwater and HVAC	T-6.06	8.5	8.0	0.5	Unpaid	8.0
	Technician, Commercial Food Service Equipment	C-56.24	8.5	8.0	0.5	Unpaid	8.0
	Technician, Electronics (Field Service)	T-6.05	8.5	8.0	0.5	Unpaid	8.0
	Technician, Energy Systems	T-6.08	8.5	8.0	0.5	Unpaid	8.0
	Technician, Pest Control	T-6.02	8.5	8.0	0.5	Unpaid	8.0
	Utility Worker/Trades Helper	C-56.19	8.5	8.0	0.5	Unpaid	8.0
	Welder/Sheet metal Fabricator	C-56.21	8.5	8.0	0.5	Unpaid	8.0
	Worker, Sites	S-6.01	8.5	8.0	0.5	Unpaid	8.0
Operations							
	Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	8.5	8.0	0.5	Unpaid	8.0
	Courier	C-52.01	8.5	8.0	0.5	Unpaid	8.0
	Custodian	C-61.01	8.0	7.5	0.5	Paid	8.0
	Head Custodian	C-61.02	8.0	7.5	0.5	Paid	8.0
	Operator, Snack Bar	O-1.06	8.5	8.0	0.5	Unpaid	8.0

Position		JDE	Scheduled Hours	Worked Hours	Lunch Period		Total Paid Hours
Transportation							
	Attendant, School Bus	A-11.01	6.5	6.0	Split Shift	Unpaid	6.0
	Monitor, School Bus	A-11.06	6.5	6.0	Split Shift	Unpaid	6.0
	Clerk, Transportation (Stockroom)	C-11.10	8.5	8.0	0.5	Unpaid	8.0
	Dispatcher, Transportation Services	D-2.01	8.5	8.0	0.5	Unpaid	8.0
	Operator, School Bus	D-26.02	7.5	7.0	Split Shift	Unpaid	7.0
	Mechanic	M-6.02	8.5	8.0	0.5	Unpaid	8.0
	Mechanic (Service)	M-6.03	8.5	8.0	0.5	Unpaid	8.0
	Trainer, Transportation (Safety)	T-16.02	7.5	7.0	Split Shift	Unpaid	7.0
	Specialist, Transportation (Automation)	S-11.06	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Transportation (Data)	S-11.31	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Transportation (Routes)	S-11.09	8.5	8.0	0.5	Unpaid	8.0
Food and Nutrition Services							
	Assistant Manager, Food and Nutrition Services	A-31.01	8.5	8.0	0.5	Unpaid	8.0
	Manager, Food and Nutrition Services (Intern)	M-1.03	7.5	7.0	0.5	Unpaid	7.0
	Presenter, Food and Nutrition Services (Healthy Living Lab)	P-18.01	7.5	7.0	0.5	Unpaid	7.0
	Worker, Food and Nutrition Services	F-1.04	2.0	2.0	N/A	N/A	2.0
			4.5	4.0	0.5	Unpaid	4.0
			5.5	5.0	0.5	Unpaid	5.0
			6.5	6.0	0.5	Unpaid	6.0
			7.5	7.0	0.5	Unpaid	7.0
	Worker, Food and Nutrition Services (Traveling)	F-1.05	6.5	6.0	0.5	Unpaid	6.0
			7.0	6.5	0.5	Unpaid	6.5
Information Systems							
	Technician, Field Support	T-6.15	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Technical Support	S-11.21	8.0	7.5	0.5	Paid	8.0
Secretarial/Clerical							
	Receptionist	R-1.01	8.0	7.5	0.5	Paid	8.0
	Secretary	S-1.02	8.0	7.5	0.5	Paid	8.0
	Secretary (School)	S-1.08	8.0	7.5	0.5	Paid	8.0
	Clerk Specialist	C-16.01	8.0	7.5	0.5	Paid	8.0
	Clerk Typist	C-21.01	8.0	7.5	0.5	Paid	8.0
Strategic Communications							
	Printer	P-17.01	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Bindery (Level I)	O-1.12	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Bindery (Level II)	O-1.11	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Multimedia Communications	S-11.12	8.5	8.0	0.5	Unpaid	8.0
	Specialist, Multimedia Promotions	V-2.01	8.5	8.0	0.5	Unpaid	8.0
Academic Services							
	Attendant, Cafeteria	A-11.03	7.0	6.5	0.5	Paid	7.0
	Specialist, Early Childhood (Family Advocate)	S-8.01	8.0	7.5	0.5	Paid	8.0
	Specialist, Early Childhood (Family Services)	S-8.04	8.0	7.5	0.5	Paid	8.0
	Specialist, Early Childhood (Parent Educator)	S-11.76	8.0	7.5	0.5	Paid	8.0
	Specialist, Family-Community Engagement	S-11.43	8.0	7.5	0.5	Paid	8.0
	Specialist, Information (Elementary)	S-11.28	8.0	7.5	0.5	Paid	8.0
	Specialist, Information (Secondary)	S-11.29	8.0	7.5	0.5	Paid	8.0
	Specialist, Job Coach	S-11.45	8.0	7.5	0.5	Paid	8.0
	Specialist, Student Services (ESOL Compliance)	S-11.74	8.0	7.5	0.5	Paid	8.0

	Position	JDE	Scheduled Hours	Worked Hours	Lunch		Total Paid Hours
	Specialist, Student Services (Title I and Migrant)	S-11.64	8.0	7.5	0.5	Paid	8.0
	Specialist, Support	S-11.30	8.0	7.5	0.5	Paid	8.0
	Licensed Practical Nurse	N-1.02	8.0	7.5	0.5	Paid	8.0
	Helping Teacher, Brailist	H-11.07	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, English for Speakers of Other Languages	H-11.10	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Environmental Education	H-11.01	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Exceptional Student Education	H-11.05	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Exceptional Student Education Centers	H-11.12	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Interpreter (Deaf and Hard of Hearing)	H-11.03	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Registered Behavior Technician	H-11.09	7.0	6.5	0.5	Paid	7.0
	Helping Teacher, Social Communication Technician	H-11.11	7.0	6.5	0.5	Paid	7.0
	Paraprofessional, Educational (Basic, ESE, ESOL)	A-11.02	7.0	6.5	0.5	Paid	7.0
	Paraprofessional, Educational (Instructional Support)	A-11.07	7.0	6.5	0.5	Paid	7.0
	Paraprofessional, Head Start Instructor (Level I)	P-1.01	7.0	6.5	0.5	Paid	7.0
	Paraprofessional, Head Start Instructor (Level II)	P-1.04	7.0	6.5	0.5	Paid	7.0
	Assistant, Clinic	A-11.05	7.0	6.5	0.5	Paid	7.0
	Assistant, Speech-Language Pathology	S-12.01	7.0	6.5	0.5	Paid	7.0
	Attendant, Child Care	C-8.01	7.0	6.5	0.5	Paid	7.0
Business and Finance							
	Specialist, Procurement Services	S-11.32	8.0	7.5	0.5	Paid	8.0
	Specialist, Inventory	S-11.01	8.0	7.5	0.5	Paid	8.0
	Specialist, Accounting	C-11.07	8.0	7.5	0.5	Paid	8.0
	Clerk, Inventory	C-11.03	8.0	7.5	0.5	Paid	8.0
	Bookkeeper	B-1.01	8.0	7.5	0.5	Paid	8.0
	Analyst, Procurement Services	A-6.02	8.0	7.5	0.5	Paid	8.0
Safety and Security							
	Attendant, Safety and Security	A-11.04	7.0	6.5	0.5	Paid	7.0
	Specialist, Safety and Security	S-11.54	8.0	7.5	0.5	Paid	8.0
	Technician, Security and Video Surveillance	T-6.17	8.5	8.0	0.5	Unpaid	8.0
	Technician, Service (Fire Equipment)	C-56.05	8.5	8.0	0.5	Unpaid	8.0

TEMPORARY REASSIGNMENT MATRIX

- 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

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

4. 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	FAMILY MEDICAL LEAVE	50
AMERICANS WITH DISABILITY ACT	17	FIELD TRIPS	63
ASSIGNMENT OF DUTIES	15	FIELD TRIPS (Cancellation)	60
ASSOCIATION (Rights)	2	FILING (Grievance)	9
ATTENDANTS/MONITORS WORKDAY	62	FLEX CREDITS	41
BARGAINING SESSIONS	5	FLEXIBLE BENEFITS	41
BARGAINING UNIT	1	HEARINGS	10
BOARD PROVIDED BENEFITS	41	HOLIDAYS	30
BUS PREPARATON/CLEAN UP FOR OUT-OF-COUNTY TRIPS	60	ILLNESS OF INJURY IN-THE-LINE-OF-DUTY LEAVE	47
BUS OPERATOR WORK DAY	62	INCENTIVE AND BONUS PROGRAMS	36
CERTIFICATION (Bargaining Unit)	1	INSTRUCTIONAL STAFF	3
CHANGES IN BASE RATE	40	INSURANCE COVERAGE	52
CHANGES IN SCHEDULE	29	INSURANCE TASK FORCE	42
COMPENSATON FOR FIELD TRIPS	60	JURISDICTION (Grievance)	9
COMPENSATION FOR OVERNIGHT FIELD TRIPS	60	JURY LEAVE	49
CONCEPT (Committees)	57	LIABILITY INSURANCE	42
CONTRACT STATUS AND REAPPOINTMENT	12	LIFE INSURANCE	42
DEFINITION (Grievance)	9	MAJOR MEDICAL INSURANCE	42
DISCIPLINE	19	MANAGEMENT (Rights)	2
DISPOSTION (Grievance)	11	MATERNITY LEAVE	49
DURATION (Agreement)	64	MENTORING	33
EFFECTIVE (Agreement)	69	MILITARY LEAVE	49
ELIGIBILITY FOR TRIPS	60	MODIFICATION (Agreement)	69
EMPLOYMENT OPPORTUNITIES	16	NON-STANDARD RATE OF PAY	38
EMPLOYEES	2	NOTICE (Performance Evaluation)	32
EXPERIENCE CREDIT	34	OPERATOR, ATTENDANCS, AND MONITORS SENIORITY DATE	59
EXPIRATION (Agreement)	69	OPTION TO DECLINE	42
EXCLUSIONS (Bargaining Unit)	1	OUTSIDE VENDORS	62
EVALUATION OF ASSOCIATION PRESIDENT	33	PARAMETERS (Committee)	62

PARAMETERS FOR SCHOOL-BASED DECISION MAKING	57	UNIFORMS	24
PARTIES (Agreement)	1	USE OF LEAVE	44
PAY DELIVERY	38	VACATIONS	31
PERSONAL LEAVE	47	VOLUNTARY BENEFITS	42
PERSONNEL FILE	22	WAIVERS AND DEVIATIONS (Agreement)	57
PHYSICAL EXAMINATION	68	WITNESS LEAVE	50
PHYSICAL FACILITIES	6	WORK DAY	27
PROCEDURE (Performance Evaluation)	32	WORK WEEK	29
PROTECTION OF PERSON	22	WORK YEAR	29
PROTECTION OF PERSONAL PROPERTY	22	WORKER'S COMPENSATION	17
RATIFICATION	6		
REDUCATION IN FORCE	14		
REIMBURSEMENT FOR EXPENSES	60		
SALARY SCHEDULES	35		
SCHOOL COMMITTEES	57		
SCOPE (Agreement)	64		
SELF-INSURANCE FUND RESERVE	43		
SENIORITY	12		
SEVERABILITY	69		
SHARED SICK LEAVE	55		
SHUTTLING	61		
SICK LEAVE BANK	53		
STUDENT DISCIPLINE	68		
SUCCESSOR AGREEMENT	6		
TEMPORARY DUTY LEAVE	50		
TENTATIVE AGREEMENT	6		
TERM (Agreement)	69		
TERMINAL PAY BENEFITS	52		
TRANSFER	13		
TRANSPORTATION COMPOUNDS/FACILITIES	68		
TRANSPORTATION LABOR/MANAGEMENT COMMITTEE	68		
TRIP ASSIGNMENT	61		
TYPED OF LEAVE	47		