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7-1-1996

## Lee County, Florida School Board and Support Personnel Association of Lee County (1996)

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# Lee County, Florida School Board and Support Personnel Association of Lee County (1996)

**Location**

Lee Co., FL

**Effective Date**

7-1-1996

**Expiration Date**

8-15-1997

**Number of Workers**

3263

**Employer**

School Board of Lee County, Florida

**Union**

Support Personnel Association of Lee County

**NAICS**

61

**Sector**

Local government

**Item ID**

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**AGREEMENT**

Between

**The School Board of Lee County**

and

**Support Personnel Association  
of Lee County**

**1996-97**



3,263  
support em'les

X-8/15/97

MAY - 5 1997

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**1996-97**

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## PREAMBLE

1. This Agreement, entered into by The School Board of Lee County, Florida, hereinafter referred to as the Board, and the Support Personnel Association of Lee County, hereinafter referred to as the Association, has as its purposes:

- a. the promotion of a harmonious relationship between the Board and the Association;
- b. the establishment of an equitable procedure for the resolution of differences;
- c. the establishment of rates of pay, hours of work, and terms and conditions of employment.

2. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate means without interruptions of the school program.

## DEFINITIONS

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

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**ARTICLE 1  
RECOGNITION**

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

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

**1.021** - The unit includes: all regular full and part-time employees in the classifications listed in Appendix B.

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

**ARTICLE 2  
DUES CHECK-OFF**

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**2.01** - Each pay day, including final pay, the Board shall deduct Association dues from the pay of every member who has signed an authorization card. 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 six (6) work days before the pay period in which the deduction begins. 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.



**ARTICLE 3  
RIGHTS AND PRIVILEGES OF PARTIES**

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5 **3.01 - EMPLOYEE RIGHTS:** Employees shall have the right to join or not join the  
6 Association. Employees shall have the right to engage in lawful concerted activities for  
7 the purpose of collective bargaining as it relates to conditions of employment or  
8 compensation or other mutual aid or protection. The employees shall have the right to  
9 refrain from engaging in such activities. They shall have the right to express and  
10 communicate views in accordance with state and federal law and have the right to a fair  
11 and equitable grievance procedure administered without regard to membership or  
12 non-membership or by virtue of their holding or not holding office in the Association. This  
13 provision shall be applied to all employees by the employer and Association. Employees  
14 shall have all the rights secured to them by PERA, Chapter 447, Part 2, Florida Statute,  
15 and as otherwise provided by law.  
16

17 **3.02 - MANAGEMENT RIGHTS:** The Board hereby retains and reserves to itself, the  
18 Superintendent and all administrative personnel the right to unilaterally determine its  
19 purposes, set standards of services, and exercise control and discretion over its  
20 organization and operations. Management shall have all of the rights secured to them by  
21 PERA, Chapter 447, Part 2, Florida Statute, and as otherwise provided by law.  
22

23 **3.03 - NONDISCRIMINATION:** The provisions of this Agreement shall apply to all  
24 employees without regard to race, color, religion, creed, sex, age, disability, national origin,  
25 marital status, pregnancy or affiliation. The right of employees to belong to, participate  
26 in, or refrain from belonging to the Association shall not be interfered with or prohibited.  
27 The Association will not discriminate when representing its members or unit members with  
28 regard to terms and conditions of membership, or because of race, color, religion, creed,  
29 sex, age, disability, national origin, marital status or political affiliation.  
30

31 **3.04 - ASSOCIATION REPRESENTATIVES:** The Board shall recognize and deal with the  
32 Association representatives designated in writing by the Association President. Any  
33 changes shall be submitted to the Board in writing. Upon arrival at any school or work  
34 site, such representative shall report to the principal of the school or the supervisor of the  
35 work site and shall indicate the purpose of the visit. In no event shall the Association  
36 representative interfere with or disrupt the work of an employee.  
37

38 **3.05 - ASSOCIATION REPRESENTATION AT SCHOOL BOARD MEETINGS:** The  
39 Association President or his designee shall have the right to attend School Board meetings.  
40 The Association President or his designee will make arrangements with the Superintendent  
41 to attend any Board meeting held during working hours. The Association will reimburse  
42 the Board for the wages of the Association employee who attends a Board meeting during  
43 working hours.  
44

45 **3.06 - ASSOCIATION BULLETIN BOARDS:** The Association shall have the privilege of  
46 posting notices concerning Association business on bulletin board space not less than 24"  
47 x 36" exclusively assigned to the Association by the principal or supervisor. The  
48 Association shall be given a list of the location of each bulletin board space and be

1 informed of any intended changes. The Association shall provide a copy of each notice  
2 to the principal or supervisor prior to each posting.  
3

4 **3.07 - COURIER SERVICE:** When the Board and the Association must communicate items  
5 of mutual concern to the employees of the District, the courier service may be utilized to  
6 disseminate such communications. The Association agrees to indemnify the Board for any  
7 claim that might arise on the issue of private express, including all costs, penalties, and  
8 attorney's fees.  
9

10 **3.08 - MAILBOXES AT SCHOOL:** The Association shall have the right to distribute  
11 Association materials in employee mailboxes at school sites where such mailboxes are  
12 provided.  
13

14 **3.09 - ASSOCIATION LEAVE:** Upon written request of the Association President, he or  
15 his designee may be allowed up to a total of forty (40) days leave per year without pay to  
16 conduct Association business. A leave request shall be submitted to the Superintendent  
17 and the president's (or designee's) supervisor. The cumulative total granted to the  
18 president and designees shall not exceed forty (40) work days per year. The leave must  
19 be scheduled in a manner that will not adversely affect the operation of the school district.  
20 The Association President may not use more than thirty (30) days, and no other individual  
21 may use more than ten (10).  
22

23 **3.10 - ASSOCIATION LEAVE OF ABSENCE:** Any employee elected or appointed to a  
24 full-time position with the Association may be allowed a leave of absence without pay for  
25 a period not to exceed one (1) year. In order to obtain such leave, the employee must  
26 comply with leave procedure. Such leave shall not be unreasonably withheld.  
27

28 **3.11 - CONSULTATION:** The Association may request meetings with management for the  
29 purpose of discussing issues of mutual concern. The request must be in writing and  
30 include items to be discussed. Management shall respond to such requests within five (5)  
31 days. Any written agreements resulting from such meeting shall be ratified by the  
32 appropriate governing body of the Association and the School Board or its designee.  
33

### 34 **3.12 - INFORMATION**

35  
36 **3.121 - Employee Directory:** Upon request, the Superintendent shall furnish the  
37 Association with fifteen (15) copies of the current employee directory free of charge. The  
38 Superintendent shall also provide a quarterly printout of similar data on employees who  
39 are not included in the handbook.  
40

41 **3.122 - Board Agenda:** The Superintendent shall furnish a copy of the agenda for each  
42 Board meeting to the Association on the day the agenda is available to School Board  
43 members. A copy of the minutes of each Board meeting shall be furnished to the  
44 Association free of charge after approval by the Board.  
45

46 **3.123 - Other Employee Information:** The Board will furnish the Association a list of all  
47 new employees hired each month. Such information shall include the employee's name,  
48 date of hire, department and job classification. The Association shall pay the Board actual

1 cost thereof. The Board agrees to provide a copy of this Agreement to all employees in  
2 the unit within 30 days after ratification, and thereafter to every new employee in this unit  
3 upon initial employment. The Board further agrees to provide 30 copies of this agreement  
4 to the Association within 30 days of ratification.  
5

6 **3.124 - Other Public Records:** Upon written request, the Board shall furnish the  
7 Association with other public records. Inspection, examination and the cost of duplication  
8 of such public records shall be in accordance with the provisions of Chapter 119, Florida  
9 Statute. This section shall not apply to employee directories, Board agendas and Board  
10 minutes.  
11

12 **3.13 - BARGAINING RELEASE TIME:** An employee who is a member of the bargaining  
13 team shall be released from work on paid leave if the bargaining schedule conflicts with  
14 the employee's work schedule. In such event, the Association shall pay a qualified  
15 substitute except for impasse, mediation or upon mutual agreement of the parties.  
16 Otherwise, the employee's supervisor may adjust the employee's work schedule with the  
17 consent of the employee.  
18

19 **3.14 - CALENDAR COMMITTEE:** The Association shall have seven (7) representatives as  
20 members of the Calendar Committee. Participation on the Calendar Committee shall not  
21 waive the Association's right to bargain those elements of the calendar that relate to  
22 wages, hours, terms and conditions of employment.  
23

24 **3.15 - FACILITIES:** The Association shall have the privilege of using school facilities and  
25 equipment as provided in Board policy.

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**ARTICLE 4**  
**SAFETY**

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

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

**4.03 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes aware of an unsafe or a dangerous working condition shall immediately report the situation to his supervisor. A safety deficiency form shall be provided to employees for this purpose. The supervisor shall investigate the report and shall, in consultation with the Director of Risk Management whenever possible, initiate whatever corrective action he/she deems appropriate. If the employee believes that the condition has not been corrected, he may report it to the site Safety Committee in writing on the safety deficiency form.

**4.04 - REQUESTS FOR SAFETY MEETING:** The Association may request the site Safety Committee to meet at any time. The request shall be in writing and specify the reasons. The Association shall furnish a copy of the request to the Director of Risk Management and Chief Negotiator. The site Safety Committee shall respond to such request within (5) days.

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

**4.06 - SAFE DRIVER PLAN:** Revisions of the Safe Driver Plan shall be implemented only after consultation with the Association through labor/management meetings and memorandums of understanding. The Safe Driver Plan shall not prohibit any employee from exercising any rights or privileges provided by law, rule or this agreement.

**4.07 - BUS SAFETY AND DISCIPLINE:** The Principal or designee shall meet with employees assigned to buses serving the school no later than six (6) weeks after the start of each school year to review the school's discipline procedures pertaining to transportation of students. These meetings shall be coordinated through the transportation Regional Coordinators. When a driver has exhausted the District bus discipline procedures and a student still requires the attention of the principal or other school or district staff, the bus operator shall so inform the principal or designee, on the approved referral form. When a bus operator submits a disciplinary report, the principal or designee shall write the action

1 taken on the form and return a copy to the bus operator within five (5) work days. The  
2 District will provide training for bus operators/attendants/monitors in methods of  
3 maintaining discipline.  
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**ARTICLE 5  
GRIEVANCE PROCEDURE**

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

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

**5.03 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at any time and at any step of this procedure. The same grievance may not be filed a second time by the same grievant.

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

**5.05 - DATE OF DISPOSITION:** The date on which the supervisor delivers the written disposition to the grievant or the date of postmark in those instances where delivery is by mail.

**5.06 - INFORMAL RESOLUTION PROCEDURE:** In the event that any employee believes that there is a basis for a grievance, he shall, within ten (10) working days of the alleged violation, schedule a meeting with his immediate supervisor to informally discuss the alleged violation. The meeting will take place within two (2) working days of the date the employee notifies the supervisor. If after the informal discussion has concluded and the violation still exists after two (2) working days the grievant may utilize the formal grievance procedure. The grievant must initiate the grievance within seven (7) working days of the informal discussion. The grievant may choose to have an Association representative present during the informal discussion.

**5.07 - GRIEVANCE PROCEDURES:**

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

1 disposition of the grievance to the grievant within seven (7) working days of the meeting  
2 and shall furnish a copy thereof to the grievant, the Superintendent, and the Association.  
3

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

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

26 **5.08 - EXPENSES:** The fees and expenses of the arbitrator and witness fees for witnesses  
27 called by the arbitrator shall be paid equally by the Board and the Association. Otherwise,  
28 each party shall bear its own expenses.  
29

30 **5.09 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may be  
31 extended by written agreement between the grievant, the Association, and the Board.  
32 Whenever illness or any other incapacity of the grievant prevents attendance at any  
33 grievance meeting or hearing, the meeting or hearing shall be continued until the grievant  
34 can be present.  
35

36 **5.10 - MISCELLANEOUS:**

37  
38 **5.101 - Grievance Adjustments:** The adjustment of any grievance shall be consistent with  
39 the provisions of this Agreement.  
40

41 **5.102 - Rights Guaranteed by Law:** Nothing contained in the grievance procedure shall be  
42 construed to deny the Board, the Superintendent, the Association or any employee the  
43 rights otherwise guaranteed by law.  
44

45 **5.103 - Meetings-Privacy:** All meetings and hearings under the grievance procedure shall  
46 be held in private and shall include only such parties, their representatives, and witnesses.  
47 Arbitration hearings shall be in public.  
48

1 **5.104 - Release from Work:** Grievances shall be processed during times which do not  
2 interfere with the grievant's work unless the parties agree otherwise. Release time without  
3 loss of pay shall be granted to employees whose attendance is essential when grievance  
4 meetings are held during working hours.  
5

6 **5.105 - Responsibilities During Grievance Processing:** The filing of a grievance shall not  
7 interfere with the right of the Board to carry out its management responsibilities to the final  
8 resolution of the grievance. The employees shall abide by management's decision prior  
9 to and during the time the grievance is pending.  
10

11 **5.106 - Grievance Records:** No records of a grievance shall be filed in an employee's  
12 personnel file.  
13

14 **5.107 - Time Limits:** Failure of the grievant to process a grievance within the time limits  
15 herein provided shall bar the grievance.  
16

17 **5.108 - Waiver:** The commencement of proceedings against the Board in a court or before  
18 PERC or any administrative agency, by an employee(s) or the Association, for  
19 misapplication or misinterpretation of the terms of this Agreement shall be deemed a  
20 waiver by said employee(s) and the Association of their right to resort to the grievance of  
21 procedure.  
22

23 **5.109 - Jurisdiction:** When the Association and the supervisor agree that the supervisor  
24 will waive Step I, the grievant may file the grievance and proceed through the grievance  
25 procedure from the informal proceeding to step II. In the case where an alleged violation  
26 exists at multiple work sites or affects a broad class of employees, the parties may by  
27 mutual agreement begin at Step II of the grievance procedure.  
28

29 **5.110 - Grievance Forms:** Grievance forms (Appendix A) shall be furnished to the  
30 Association by the Superintendent. The Association shall make grievance forms available  
31 to employees.



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**ARTICLE 6**  
**EMPLOYEE WORKING CONDITIONS**

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

**6.02 - LENGTH OF WORK DAY:** The work day for office personnel shall be eight (8) hours including a duty free lunch period of thirty (30) minutes, except in case of emergency. When one (1) hour lunch is assigned or given only thirty (30) minutes of that period will be paid. The work day for head custodians shall be eight (8) hours including a duty free lunch period of thirty (30) minutes, except in case of emergency. The work day for maintenance and central supply personnel shall be eight (8) hours excluding a duty free lunch period of thirty (30) minutes. The work day for custodians shall be no more than eight (8) hours including a duty free lunch period of thirty (30) minutes, except in cases of emergency. The work day for transportation employees shall be according to Article 14 of this agreement. The work day for instructional assistants and attendants shall be no more than seven (7) hours including a paid lunch period of thirty (30) minutes, except in case of emergency. The work day for Food Service personnel shall be no more than seven (7) hours with a lunch period no less than the previous contract year, except in case of emergency. Lunch periods shall be duty free except as otherwise determined by the supervisor. Employees assigned in federal grant programs may have a work week based on program requirements.

**6.021 - CHANGES IN ALLOCATIONS:** When allocations at any worksite 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. Employees shall be reduced in hours due to changes in worksite 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 worksite allocations in descending district seniority provided the senior employee has the ability to perform the available work in a satisfactory manner.

**6.022 - 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 Section 12.0906.

**6.03 - 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. Paid holidays and sick leave for one day during the work week shall be counted as time worked for the purpose of computing overtime.

**6.031 - DISTRIBUTION OF OVERTIME AND EXTRA HOURS:** Overtime and extra hours work will be distributed equitably among employees by job classification and organizational unit based on seniority. 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

1 overtime and extra hours will be subsequently corrected. Should no qualified employee  
2 agree to overtime or extra hours work, the employer shall assign overtime or extra hours  
3 work in the inverse order of seniority.  
4

5 **6.04 - REST PERIODS:** Employees who work six (6) continuous hours per day or more  
6 shall receive two (2) rest periods of fifteen (15) minutes each, preferably one in the  
7 morning and one in the afternoon except as follows:  
8

9 **6.041 -** Bus Operators/Attendants/Monitors are entitled to rest periods as bus schedules  
10 permit.  
11

12 **6.042 -** Employees who work four (4) or more, but less than six (6), continuous hours will  
13 receive at least one fifteen (15) minute rest period per day.  
14

15 **6.05 - MEAL PERIODS:** Employees not specifically mentioned previously shall continue  
16 to enjoy meal periods as in effect to the date of this Agreement. The meal period shall be  
17 as near as possible to the middle of the work shift. Employees may leave the work site  
18 during the meal period.  
19

20 **6.06 - EMERGENCY MAKE UP DAYS:** When it is necessary to close schools as a result of  
21 a hurricane or other natural disaster, employees will be notified via radio and television, if  
22 possible, prior to the beginning of the work day. Employees who do not make up said time  
23 during their work year will not be paid for these days and pay will be deducted from the  
24 last paycheck of the fiscal year in which the days are missed or from the employee's last  
25 paycheck in the event the employee terminates sooner.  
26

27 **6.061 -** For employees who work 187, 190, 196, 201 or 206 days, including bus  
28 operators, the time shall be made up on the days that students are scheduled to make up  
29 school.  
30

31 **6.062 -** For employees who work 216 and 226 days, the time shall be made up by  
32 extending the contract year by the number of days missed.  
33

34 **6.063 -** For employees who work 12 months per year, time will be made up by extending  
35 the length of the work day as determined by the Superintendent.  
36

37 **6.064 -** The Board reserves the right to waive make up time.  
38

39 **6.07 - CHANGES IN SHIFT SCHEDULE:** When it is necessary to change the shift schedule  
40 of employees in a job classification at a work site, employees will be given 30 days notice.  
41

42 **6.08 - CALL BACKS:** Employees who are called back to the job after the end of their work  
43 days shall be compensated at time and one-half for a minimum of two (2) hours. This  
44 section does not apply to an extended work day.  
45

46 **6.081 - HOLIDAYS AND NON-WORK DAYS WORKED:** Employees required to work on  
47 holidays and non-work days shall be compensated for a minimum of three (3) hours for any  
48 such day worked.  
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**6.09 - STAGGERED WORK YEAR:** The Board reserves the right to stagger the work year of 216 and 226-day employees. By March 15 the principal at each school site shall post a schedule of work years for the period 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 and 226-days schedule of employment prior to September 1.

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

**ARTICLE 7  
GENERAL EMPLOYMENT PRACTICES**

**7.01 - PROBATION:** All employees shall be on probationary status for a period of sixty (60) calendar days from the date of initial employment. After successful completion of probation and upon a recommendation for continued employment, the employee shall be credited with work experience as provided by Board policy. Any recommendation shall include the supervisor's written assessment of the employee. Probation may be extended for an additional thirty (30) calendar days only under extenuating circumstances as determined by the Personnel Administrator.

**7.02 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:**

**7.021** - Each employee may request a transfer by contacting the supervisor or principal at the site in which a vacancy exists and request an interview. When two (2) or more employees apply for the same position, the employee with the most in-county seniority will be given first consideration.

**7.022** - All transfer applicants granted interviews shall be notified in writing by the principal or supervisor of his decision.

**7.023** - A reassignment at the same school or site is not a transfer.

**7.03 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:**

**7.031** - The Board shall determine the criteria for the selection of employees to be involuntarily transferred. Such criteria shall be applied uniformly throughout the district. An employee selected for an involuntary transfer shall be given the reason for such transfer and the opportunity to object to his supervisor about such transfer. If requested by the employee, the reason shall be given in writing.

**7.032** - Transfers shall be made on a voluntary basis, whenever possible; however, correct and proper operation of the school district will necessarily require that involuntary transfers be made.

**7.033** - Prior to determining involuntary transfers, employees shall be given an opportunity to volunteer.

**7.034** - Involuntary transfers may be made in the event of a school closing.

**7.035** - Involuntary transfers may be made to achieve a reduction in the number of employees assigned to a school. Subject to job requirements and student needs, employees selected for involuntary transfers shall be those with the least district seniority.

**7.036** - A list of employees to be involuntarily transferred will be compiled by the Personnel Department. Vacancy information shall be provided to these employees. Thereafter, employees shall indicate the positions, in order of preference, which they

1 desire. After consideration of job requirements and student needs, employees who have  
2 the highest seniority shall be placed first.

3  
4 **7.037** - No new employee shall be hired in a job classification until all employees in that  
5 classification have been placed. Should an employee refuse to accept an assignment  
6 substantially equal to the current assignment, said refusal shall constitute a resignation by  
7 the employee.

8  
9 **7.04 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a workers'  
10 compensation injury and who have been evaluated and released by an approved physician  
11 as physically able to return to work with specific limitations, will return to their job site  
12 upon written authorization by the Risk Management Department. The specific work  
13 limitation will be forwarded to the employee's supervisor from the treating physician. The  
14 employee will remain in his/her job site, performing appropriate duties as identified by  
15 his/her supervisor for a period of ten (10) work days. No later than eleven (11) days after  
16 returning to limited duty, the employee will be evaluated by his/her physician and, if not  
17 released for full duty, will be returned for limited duty for the work period not to exceed  
18 ten (10) work days. At the completion of the second ten (10) day period, if the employee  
19 is not able to return to a full-duty status, he will be evaluated by the physician,  
20 principal/supervisor and the Risk Management Department to determine the employee's  
21 status. Alternatives such as returning to workers' compensation off-duty status,  
22 continuation of limited duty assignments, Alternate Duty assignments, and/or other  
23 assignments will be reviewed with the employee.

24  
25 **7.05 - ALTERNATE DUTY ASSIGNMENTS:**

- 26  
27 a. Employees who have experienced a workers' compensation injury and who  
28 have achieved maximum medical improvement as determined by an  
29 approved physician and are unable to return to their previous position may  
30 be eligible for alternate duty assignments. Employees will be evaluated for  
31 alternate duty by the Risk Management Department.  
32  
33 b. Alternate Duty assignments are trainee positions at job sites to be identified  
34 by the Personnel Department after a thorough review of the employee's job  
35 history, qualifications, and physical limitations. Positions such as clerk  
36 typist, data entry and teachers' assistants are some of the possible  
37 opportunities for Alternate Duty training.  
38  
39 c. All Alternate Duty positions will be funded from the Workers's  
40 Compensation loss fund budget, as directed by the Risk Management  
41 Department.  
42

43 **7.051 - Wages:** Employees selected for Alternate Duty assignments will be paid in  
44 accordance with the appropriate salary schedule, but in no case shall the employee receive  
45 less than the amount received prior to the injury. Employees assigned to positions at a  
46 higher pay rate shall be paid at the rate of the job performed when the employee is fully  
47 trained in that position as determined by management.  
48

1 **7.052 - Duration:** The training period will extend until one of the following events occur:  
2

- 3 a. The employee completes the training as appropriate for the new job  
4 assignment and acquires a non-workers' compensation related position  
5 either in or out of the district.  
6  
7 b. The employee fails to complete the training at which time the employee will  
8 be evaluated for a different position or returned to workers' compensation  
9 off-duty status pending review.  
10

11 **7.053 - Continued Employment:** Following a successful training period, employees who  
12 continue employment in a new assignment and are paid at a rate less than their pre-injury  
13 rate shall be reimbursed for any loss of wages which occurs due to the acceptance of the  
14 position in accordance with the appropriate wage loss procedures as defined by Section  
15 440.02, Florida Statutes. Following a successful training period, for those employees with  
16 a date of injury occurring prior to January 1, 1994 who continue employment in a new  
17 assignment at a rate less than their pre-injury rate shall be reimbursed for any loss of  
18 wages in accordance with the appropriate wage loss procedures as set forth in Section  
19 440.02, F.S. Those employees who sustained injuries subsequent to January 1, 1994 are  
20 not eligible for such wage loss benefits.  
21

22 **7.06 - SENIORITY AND REDUCTION-IN-FORCE:**  
23

24 **7.061 - Seniority:** Seniority is the length of continuous service with the Board as a full or  
25 part-time employee. Any tie in seniority shall be decided by the Superintendent.  
26 Employees lose their seniority as a result of the following:  
27

- 28 1. Termination;  
29 2. Retirement;  
30 3. Resignation;  
31 4. Layoff Exceeding two (2) years;  
32 5. Unexcused absence for more than three (3) consecutive work days;  
33 6. Failure to report to Personnel an intention to return to work within ten (10)  
34 calendar days of receipt of recall by certified mail with restrictive delivery;  
35 7. Failure to report from military leave within the time limits prescribed.  
36

37 **7.062 - Layoff:** The Board will determine the classification by departments and schools  
38 to be reduced. The Board will notify the Association in advance of any reduction-in-force  
39 or reduction in hours action. Employees will be laid off or reduced in hours in the inverse  
40 order of their seniority in the district. Employees who are laid off or reduced in hours may  
41 fill a vacant position, if qualified.  
42

43 **7.063 - Recall:** Employees in layoff or reduced in hours status will retain recall rights for  
44 two (2) years and shall have preference over applicants. Recall will be made by certified  
45 mail with restrictive delivery to the last address in the employee's records. Within ten (10)  
46 calendar days after receiving notice, laid off or reduced employees must respond to  
47 Personnel. Failure to respond shall constitute a resignation by the employee.  
48

- 1 a. Recall will be offered to laid off or reduced employees if they are qualified  
2 to perform the job. A laid off or reduced employee, when offered recall,  
3 who is temporarily unable to return due to medical reasons certified by a  
4 licensed medical provider, may request an extension of recall.  
5  
6 b. Employees with the greatest seniority in that classification shall be recalled  
7 first.  
8

9 **7.064 - Seniority List:** The Superintendent agrees to provide the President of the  
10 Association a current seniority list by March 1 of each year and prior to any reduction in  
11 force. The seniority list shall include only position titles listed in Appendix B of this  
12 Agreement.  
13

14 **7.07 - EMPLOYEE PERFORMANCE ASSESSMENT:** Each employee will receive a written  
15 performance assessment of his work at least once during each contract year.  
16

17 **7.071 -** Each employee's written performance assessment shall be discussed with him by  
18 the supervisor.  
19

20 **7.072 -** After discussion of the performance assessment, the employee shall sign the  
21 performance assessment, acknowledging that he has been shown the report and that it  
22 has been discussed with him by the assessor.  
23

24 **7.073 -** If the employee disagrees with his performance assessment, he may submit a  
25 written statement which shall, upon request of the employee, be attached to the Board's  
26 copy.  
27

28 **7.074 -** Each employee shall be given a copy of his performance assessment within ten  
29 (10) calendar days after completion; but not later than April 1. Additional performance  
30 assessments completed after April 1 will be given to each employee within ten (10)  
31 calendar days after completion.  
32

33 **7.075 -** All discussion of a performance assessment by a supervisor shall be conducted  
34 in private.  
35

36 **7.076 -** No employee in the unit shall complete or sign performance assessments of other  
37 employees.  
38

39 **7.08 - PERSONNEL FILES:**  
40

41 **7.081 -** Each employee has the right to have another person accompany him to review his  
42 personnel file, if he so chooses. Such review shall be made before or after the employee's  
43 work day or during duty-free lunch, unless the employee is on leave, in the presence of the  
44 person responsible for the safekeeping of the personnel files.  
45

46 **7.082 -** The Board will provide, within five (5) work days, a copy of as much of the  
47 contents of the employee's personnel file as is requested in writing by the employee. The  
48 cost of duplication of such records shall be paid by the employee.

1 **7.083** - Each employee has the right to comment in writing concerning any materials in his  
2 personnel record.  
3

4 **7.09 - DISCIPLINE:** Allegations of employee misconduct or unsatisfactory job performance  
5 shall be reviewed by the Director of Personnel at the request of the employee's supervisor.  
6 The Department of Personnel Services shall conduct an informal predetermination  
7 conference to review the allegations. Employees will be given at least two days prior  
8 written notice, whenever possible, of the predetermination conference and shall be advised  
9 of their right to have a representative accompany them and present relevant information.  
10 After all information has been considered, the Director of Personnel shall make a  
11 recommendation of any disciplinary action to the Superintendent. Recommended actions  
12 may include, but are not limited to, letters of warning and reprimand, suspension without  
13 pay, retraining or other assistance and dismissal from employment.  
14

15 **7.091 - Reprimand:** Any written reprimand (or warning) shall be furnished to the employee  
16 and the employee shall sign the reprimand or warning for the sole purpose of indicating  
17 that he has received the statement and has discussed it with the supervisor. If the  
18 employee refuses to sign, the reprimand will be provided to the employee and placed in the  
19 employee's personnel file. The employee will have an opportunity to submit a written  
20 response which will be place in the employee's personnel file.  
21

22 **7.092 - Suspension:** Suspensions shall be subject to the grievance procedure. In the  
23 event that grievant prevails, the suspension shall be removed from all personnel files. All  
24 notices of suspension shall be in writing and delivered to the employee with a copy to the  
25 Association within five (5) days of the decision to suspend.  
26

27 **7.093 - Dismissal:** The employee and the Association shall receive written notice of a  
28 recommendation for dismissal. Such notice shall include the reasons for the  
29 recommendation to dismiss. The employee shall either be entitled to a hearing before the  
30 Board or may file a grievance but may not do both.  
31

32 **7.094** - Any discipline during the contract year, that constitutes a reprimand, suspension,  
33 demotion or termination shall be for just cause.  
34

35 **7.10 - NONREAPPOINTMENT:** During the first three (3) years of employment and upon  
36 written request, the employee shall be granted a conference with the Superintendent for  
37 the purposes of reviewing the Supervisor's recommendation not to renew the employee's  
38 contract. The employee must request the conference within five (5) work days after  
39 receiving notification from his/her supervisor that nonrenewal is being recommended. The  
40 Superintendent shall conduct the conference within ten (10) working days of the  
41 employee's request. The decision of the Superintendent shall be in writing and shall be  
42 furnished to the employee within ten (10) work days after the conference. The decision  
43 is final and not subject to the grievance procedure unless it is arbitrary or capricious. After  
44 three (3) years of successful employment, no employee's contract shall be nonrenewed  
45 except for just cause.  
46

47 **7.101** - An employee who is being considered for nonreappointment due to poor  
48 performance shall receive written notice from the supervisor by May 1.  
49



1        **7.102** - An employee who is being considered for nonreappointment based upon  
2 misconduct occurring after May 1 will receive written notice as soon as that decision is  
3 made by the supervisor.

4

5        **7.11 - INJURY**: The Board assures employees of its support when employees have  
6 followed the laws and regulations of the State and the policies of the Board in carrying out  
7 their responsibility. An employee involved in injury to himself, a student or to another  
8 employee shall immediately report same to his supervisor and thereafter make such written  
9 reports as necessary to comply with Board policy.

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**ARTICLE 8**  
**JOB POSTING, BIDDING AND PROMOTIONS**

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

**8.011** - When job vacancies occur, the applicant whose qualifications, work experience and interview responses are superior, shall be offered the position. Any job specific skills, knowledge, abilities and qualifications in addition to the approved job description expected of applicants shall be determined prior to considering any applicants for a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to the extent that it would create a new job classification or be equivalent to an existing job classification and job description. Current employees of the district who apply shall be given first consideration prior to other applicants. If the Superintendent determines that two or more current employee applicants are equally qualified, the employee applicant with the most in-district experience will be offered the position. If an unsuccessful employee applicant makes a written request to the supervisor responsible for the selection process within ten (10) working days of his interview appointment, the supervisor will schedule a conference within ten (10) days of receipt of the written request to discuss his application and possible changes to enhance the employee's opportunity for future promotion.

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

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

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

**8.02 - JOB DESCRIPTION AND ASSIGNMENTS:**

**8.021** - The Board 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.

**8.022** - 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.

**8.023** - Nothing in a job description shall be construed that any employee has the right to refuse to follow instructions.

1 **8.024** - The Board agrees to conduct an ongoing review of job descriptions to insure that  
2 an accurate reflection of performance expectations is maintained. The Board shall provide  
3 the Association with a letter notifying the Association of the proposed changes and copies  
4 of any proposed changes in job descriptions for existing positions prior to the placement  
5 of the proposed changes on the School Board agenda. If the Association wishes to  
6 bargain the impact of such changes on the unit, the Association shall notify the Board of  
7 same in writing by the Association within five (5) working days of the date of the Board's  
8 letter of notification.  
9

10 **8.025** - If an employee is asked by a supervisor to leave the worksite on district business,  
11 using his personal vehicle, the Board shall reimburse the employee for actual mileage and  
12 furnish liability insurance coverage as provided by the District's self insurance plan. No  
13 employee shall be required to use his personal vehicle for district business.  
14

15 **8.03 - TRAINING OPPORTUNITIES:** Employees who are eligible may enroll in supplemental  
16 vocational programs as provided in Article 15, Other Benefits.  
17

18 **8.04 - TEMPORARY REASSIGNMENTS:** When the head custodian, building supervisor,  
19 food service manager or foreman is on leave for a period of five (5) or more days and the  
20 principal/supervisor deems it necessary, another employee at the site may be designated  
21 to assume those duties. In such cases, the designee shall be paid the same pay grade as  
22 the employee replaced, retroactive to the first day of the assignment but in no event shall  
23 there be a reduction in pay.  
24

25 When an employee is assigned to work at a classification, other than those specified in the  
26 preceding paragraph, in a pay grade higher than the employee's regular pay grade for more  
27 than ten (10) days, the employee shall be paid at the higher pay grade retroactive to the  
28 first day of the assignment.  
29

30 **8.05 - SUBSTITUTES:** If an employee is on an approved leave of absence, and no  
31 substitute is utilized, no additional duties shall be distributed to other employees unless  
32 comparable duties are specified by the principal, supervisor or designee as duties not to  
33 be completed.  
34

35 **8.06 - INTERNS:** Interns may be identified as needed for the efficient operation of the  
36 school system and to provide advancement opportunities for employees. At the end of the  
37 internship, employees not promoted to positions in which the internship was served shall  
38 be returned to a position comparable to the position held prior to serving the internship.  
39

40 **8.07 - SATELLITE WORK SITES:** In departments where zones, regions or satellite work  
41 sites are established, employee preferences by seniority will be considered. The  
42 Superintendent reserves the right to assign employees as needed. Bidding procedures shall  
43 be established through labor/management meetings in each department affected.  
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45 **8.08 - SUBCONTRACTING:** The Board agrees to utilize subcontractors only for a specific  
46 need or in case of an emergency.

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**ARTICLE 9**  
**LEAVES**

**9.01 - GENERAL CONDITIONS FOR LEAVES:** Leave should be requested only when necessary.

**9.011 - Absence Without Leave:** Any absence from duty without leave may subject the employee to termination or other appropriate discipline.

**9.012 - Absence Without Pay:** The pay deduction for each day of absence shall be determined by dividing the base salary plus any 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.

**9.013 - 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 absence.

**9.014 - Leave Application:** All applications for leave, except sick, emergency, vacation 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 1st.

**9.015 - Approval of Leave:** All requests for leave shall be submitted on the proper form and shall be subject to approval by the Superintendent.

**9.016 - Leave Disposition:** All employees shall, if possible, be notified in writing of the disposition of their request prior to the requested leave date.

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

**9.02 - TYPE OF LEAVES:**

**9.021 - Sick Leave:** All full-time employees shall be credited with four (4) days of sick leave on the last day of the first month of employment of each contract year and thereafter shall accrue one (1) day of sick credit for each month of employment. Sick leave shall be credited to the employee at the end of the month and may not be used prior to the time it is earned. No employee may earn more than one (1) day of sick leave times the number of months of employment during the school year. Sick leave shall be accumulated hourly from year to year without limit to the number of hours that may be accrued. Any leave

1 charged against sick leave shall be paid leave. If termination occurs after the employee  
2 has used more sick days than he earned that contract year, and if he/she has no sick leave  
3 accumulated from prior years, the Board will withhold an amount of the employee's daily  
4 rate of pay for each sick day used that has not been earned. Terminal pay benefits for  
5 accrued sick leave are defined hereinafter.  
6

7 a. **Claims:** An employee is eligible for sick leave for his own illness as well as  
8 illness or death of father, mother, brother, sister, husband, wife, child,  
9 member of his household or other close relative if approved by the  
10 Superintendent.  
11

12 b. **Record of Accrued Sick Leave:** The Board shall provide all employees with  
13 a cumulative record of accrued sick leave hours on each pay statement.  
14

15 c. **Use of Sick Leave in Summer School:** Employees who are hired to work  
16 during summer school session shall earn one day (actual number of hours  
17 worked per day in summer session) of sick leave for each three (3) week  
18 term. No more than two (2) days sick leave with pay may be used during  
19 summer school.  
20

21 d. **Request for Sick Leave:** Each employee shall notify his supervisor as soon  
22 as possible or when it is necessary to use sick leave. A claim for sick leave  
23 shall be signed by the employee and filed with the principal or immediate  
24 supervisor by the end of the fifth working day following the employee's  
25 return to work.  
26

27 e. **Conditions for Sick Leave:**  
28

29 1. Sick Leave may be used in increments of one (1) hour and one  
30 quarter (1/4) hours thereafter. In cases of emergency or scheduled  
31 health care provider appointments within two (2) hours of the end  
32 of the work day, the employees shall be charged only actual time for  
33 said emergency leave if he has first reported to work.  
34

35 2. Any employee who has used all paid sick leave but who is otherwise  
36 entitled to sick leave shall be granted leave without pay. The claim  
37 for such leave shall clearly state that the leave is without pay.  
38

39 3. In the case of suspected sick leave abuse, the Superintendent may  
40 require a medical provider's statement verifying illness.  
41

42 4. An unfounded claim for sick leave shall be cause for employee  
43 discipline up to and including discharge.  
44

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

1 f. **Transfer of Sick Leave:** Any employee shall be entitled to transfer sick leave  
2 credit from other Florida school districts. In order to use transferred sick  
3 leave credits, an employee must match each day transferred with a sick  
4 leave day earned in Lee County.  
5

6 g. **Reinstatement of Accrued Sick Leave:** When an employee interrupts service  
7 through termination and subsequently returns to employment in the district  
8 without having used his district accrued sick leave credit in another Florida  
9 school district, such accrued sick leave credit shall become valid on the first  
10 day of reemployment.  
11

12 h. **Terminal Sick Leave Pay:** When an employee receives terminal pay benefits  
13 based on unused sick leave, all unused sick leave credit shall be cancelled.  
14

15 **9.022 - Illness or Injury-in-Line-of-Duty Leave:** Any full-time employee shall, except as  
16 otherwise provided in this Agreement, be entitled to illness or injury-in-line-of-duty leave  
17 with pay, less any Workers' Compensation payments, for a period not to exceed ten (10)  
18 work days in any fiscal year regardless of the number of illnesses or injuries, nor to exceed  
19 ten (10) days per any single illness or injury when that illness or injury continues or recurs  
20 from one fiscal year to succeeding fiscal years, when he/she has to be absent from work  
21 because of a personal injury received in the discharge of his/her duties.  
22 Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as  
23 childhood diseases, such as, but not limited to, mumps, measles and chicken pox. This  
24 leave does not include normal adult illnesses such as colds and influenza. This leave is  
25 non-cumulative. In addition to the conditions listed below, for both illness and  
26 injury-in-line-of-duty, the Board reserves the right to request a second medical opinion from  
27 a physician designated by the Board. Any additional expense incurred as a result of this  
28 requirement will be paid by the Board.  
29

30 a. In order to be considered for injury-in-line-of-duty leave, the following  
31 conditions must be met:  
32

- 33 1. The employee must provide written testimony, in addition to his/her  
34 oral testimony, that his/her injury was received in the line of duty.  
35
- 36 2. The employee must file a written claim, as outlined below, in  
37 addition to the injury report claim.  
38
- 39 3. The employee must utilize the medical provider selected by the  
40 employer. The employee may make a written request to change the  
41 medical provider after initial consultation.  
42

43 b. In order to be considered for illness-in-line-of-duty leave, the following  
44 conditions must be met:  
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- 46 1. The employee must furnish a letter from a medical doctor, who  
47 treated the patient, stating that in his/her opinion, there is a strong  
48 probability that the illness was contracted on the job.

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2. The employee must file a written claim as outlined below.

c. Any employee who has 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-the-line-of-duty.

**9.023 - 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.

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

1. the day immediately prior to or following a holiday or employee vacation;
2. the five (5) work days immediately preceding and following the student's school year;
3. on any day while summer school is in session.

b. **Personal Leave Charged to Sick Leave:**

1. Each employee may take up to five (5) days of personal leave with pay during each fiscal year which is charged to accumulated sick leave. All requests for personal leave charged to sick leave shall be made at least three (3) work days in advance except in cases of emergency. In cases of emergency, the employee shall be charged only actual time for said emergency leave if he has first reported to work. If the reason for absence is an emergency and prior written request is not possible, the employee shall notify his principal or supervisor as soon as possible prior to the absence.
2. The use of personal leave charged to sick leave shall be subject to the following conditions:
  - a) it is not cumulative.
  - b) it need not be approved if the Superintendent determines that it will create a disruption of the instructional or work setting.

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- c) it may be used only in one-half (1/2) day increments by couriers and maintenance employees. One-half (1/2) day shall be defined as one-half (1/2) the number of hours in the employee's work day. Other employees may take personal leave in increments of one (1) hour and quarter (1/4) hours thereafter.
- d) Employees are not required to provide the supervisor the reason for the request.
- e) If personal leave charged to sick leave is disapproved, the employee may:
  - 1) accept disapproval of the leave request, or
  - 2) provide his supervisor with a reason for the request so that the supervisor may try to accommodate the employee when the request, based on the reasons given, discloses a situation that cannot be controlled by the employee or postponed to another time. The reason will not be reflected on the leave request form and will be held in confidence.
  - 3) The principal or supervisor will give consideration to requests in the order in which they are received as determined by the filing date.

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

- 1. **Extended Personal Leave Without Pay:** Personal leave without pay up to thirty (30) days may be granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to Board approval.
- 2. **Personal Leave Without Pay for Adoption of a Child:** An employee who adopts a child may request personal leave without pay at any time during the first year after obtaining actual custody of a child, or as otherwise needed to fulfill the requirements for adoption. Adoption leave is subject to the provisions of the maternity leave article. Only one adoption leave per household will be granted at one time.
- 3. **Personal Leave Without Pay for Paternity Leave:** All employees are eligible for paternity leave subject to the applicable conditions outlined in the section on maternity leave. Only one leave per



1 household for either maternity or paternity leave will be approved at  
2 one time. Paternity leave will only be granted for the period  
3 following the birth or adoption of the child.  
4

5 **9.024 - Maternity Leave:** All full-time employees shall be eligible for maternity leave. The  
6 employee shall submit a written request for maternity leave to the Superintendent. The  
7 leave request shall include the date the leave is to commence as determined by the  
8 employee in consultation with her licensed provider. Except in the case of an emergency,  
9 a request for maternity leave shall be made at least thirty (30) calendar days prior to the  
10 date on which the leave is to begin. Maternity leave shall be without pay, except that the  
11 employee must file a claim to use accrued sick leave during that period of leave for which  
12 a medical disability exists. Approval of a claim for maternity leave shall be contingent  
13 upon certification of pregnancy by a licensed medical provider. In the event that the leave  
14 request does not specify a return date, the employee shall notify the Superintendent at  
15 least twenty (20) working days prior to her intended return date. Such notice shall be  
16 given no later than April 1 in order for the employee to be considered for return to duty  
17 that school year. The employee may return to duty on the date requested upon receipt by  
18 the Superintendent of certification from a licensed provider stating that she is physically  
19 capable of performing her job. In the event that leave is approved by the Board effective  
20 on or after the first day of the fourth quarter of a school year, a request for the next fiscal  
21 year shall not extend beyond the end of the first semester.  
22

23 **9.025 - Military Leave:** Military leave shall be granted in accordance with applicable state  
24 and federal law. Employees in the National Guard or Reserve shall be granted up to  
25 seventeen (17) days paid leave of absence per school year without loss of pay. Leave for  
26 longer periods shall be granted when the employee is assigned to duty functions of a  
27 military character. Such extended leave shall be without loss of seniority but is not paid  
28 leave. An employee shall be granted leave to participate when called for active federal  
29 military service. The first thirty (30) days of leave is with full pay and the remainder is  
30 without pay. Such leave terminates thirty (30) days after release or discharge from active  
31 military service. Such leave shall be without loss of seniority and shall be credited to the  
32 employee for experience credit on the salary schedule. Nothing herein shall be construed  
33 to expand any military leave privileges other than those provided by applicable state and  
34 federal law.  
35

36 **9.026 - Jury Duty Leave:** Any employee, including those employed for summer school,  
37 who is subpoenaed for jury duty shall be granted temporary duty leave with pay. The  
38 employee shall not be reimbursed for meals, lodging and travel while on leave. Per diem  
39 paid by the court for such purposes may be retained by the employee.  
40

41 **9.027 - Witness Leave:** When an employee is subpoenaed, he shall be granted temporary  
42 duty leave. Temporary duty with pay shall not be granted for court attendance when an  
43 employee is a party to the litigation. The employee may retain any fees. In the event no  
44 fees are awarded by the court, and the employee is testifying for the Board, he will be  
45 eligible to be paid per diem and travel expenses as provided in Board policy. A request for  
46 reimbursement must be filed by the employee.  
47

1 **9.028 - Temporary Duty:** An employee may be assigned temporary duty away from his  
2 regular job. Temporary duty may include participation in surveys, meetings, study courses,  
3 workshops and similar services. Such assignment may be initiated by the Superintendent  
4 or the employee. Temporary duty is not leave. The employee and the Superintendent  
5 must mutually agree on temporary duty.  
6

7 **9.029 Family and Medical Leave:** All provisions of this section shall be effective for  
8 School Board employees July 1, 1994 and shall be interpreted so as to comply with the  
9 requirements, including definitions, of the Family and Medical Leave Act of 1993, and any  
10 applicable implementing regulations. No provision in this section shall operate to limit or  
11 reduce leaves provided under other contract terms.  
12

13 **(1) Employee Eligibility:** Any employee who has worked for the Lee County School  
14 District for at least twelve (12) months, and for at least 724 hours during the year  
15 preceding the start of the leave.  
16

17 **(2) Reasons for Leave:** Eligible employees shall be granted FMLA leave: (1) to care  
18 for the employee's child after birth, or following placement for adoption or foster  
19 care; (2) to care for the employee's spouse, son or daughter or parent, who has a  
20 serious health condition; or (3) because of a serious health condition that makes the  
21 employee unable to perform the functions of the employee's job.  
22

23 **(3) Leave Entitlement:** An eligible employee is entitled to take up to a total of  
24 twelve (12) workweeks of FMLA leave in a 12-month period, to be measured  
25 backward from the commencement date the employee uses FMLA leave.  
26

27 **(4) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken  
28 intermittently whenever it is medically necessary to take care of a seriously ill  
29 spouse, child or parent of the employee, or because of the employee's own serious  
30 health condition making the employee unable to work. Intermittent leave may be  
31 taken in increments of one or more days or partial days. Certification of the need  
32 for intermittent leave, and the leave schedule shall be provided by the health care  
33 provider. Employees needing intermittent FMLA leave must attempt to schedule  
34 their leave so as to minimize disruption to the District's operations. The District  
35 may assign an employee to an alternative position on a temporary basis with  
36 equivalent pay and benefits that better accommodates the employee's intermittent  
37 leave schedule. Intermittent FMLA leave must be requested by the employee in  
38 writing at least thirty (30) days in advance, or as soon as is practicable.  
39

40 **(5) Maintenance of Group Medical Insurance:** The Board shall maintain an  
41 employee's medical insurance coverage during FMLA leave to the same extent  
42 coverage was provided to the employee prior to taking FMLA leave, for a period not  
43 to exceed twelve (12) weeks during the applicable twelve (12) month period.  
44 Medical insurance premiums which had been paid by the employee prior to FMLA  
45 leave for any dependent coverage must continue to be paid by the employee during  
46 the FMLA leave period. If such payments are not made by the employee, the  
47 dependent's insurance coverage will lapse and no benefits will be paid for claims  
48 incurred while the policy has lapsed. When the employee is reinstated, and payroll

1 deduction of dependent's premiums resumes, the dependent's insurance will be  
2 reinstated with the same coverage as prior to the lapse.  
3

4 **(6) Notice:** Employees must request FMLA leave in writing, directed to the  
5 Personnel Department, at least thirty (30) calendar days in advance, or as early as  
6 is practicable. The time for the start of the leave may be delayed for up to thirty  
7 (30) days for failure to provide timely notice.  
8

9 **(7) Job Restoration:** Upon return from FMLA leave, an employee shall be restored  
10 to the same or an equivalent position. An equivalent position must be at the same  
11 pay, benefits, and working conditions, include the same privileges, perquisites and  
12 status, and involve the same or substantially similar duties and responsibilities. The  
13 equivalent position must be located at the same or geographically proximate work  
14 site unless the employee's request for transfer has been accepted.  
15

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

27 **(9) Application of Paid Leave:** Employees are required to use paid accrued sick  
28 leave before any FMLA leave is taken as a result of a serious health condition.  
29 Employees are required to use any paid accrued vacation before any FMLA leave  
30 is taken. Any such paid accrued leave taken will be counted toward the allowable  
31 twelve (12) weeks of FMLA leave.  
32

33 **(10) Medical Certification:** Employees requesting FMLA leave due to a serious  
34 health condition of the employee, or of the employee's spouse, child or parent, are  
35 required to submit a certification from a health care provider, verifying that the  
36 leave is medically necessary. Form WH-380 shall be used. The Board may require  
37 an employee to obtain a second medical certification, at the Board's expense. The  
38 second health care provider may not be employed on a regular basis by the District.  
39 If the opinions of the first and second health care provider differ, the Board may  
40 required a third medical certification, again at the Board's expense, from a health  
41 care provider selected by the employee from a mutually-agreed upon list maintained  
42 by the Director of Risk Management. The third opinion shall be final and binding.  
43

44  
45 **(11) Fitness-for-Duty Certification:** As a condition of restoration of an employee  
46 who has taken FMLA leave due to the employee's serious health condition, the  
47 employee is required to provide certification from the employee's health care  
48 provider that the employee is able to resume work, i.e., is fit for duty.

1 **9.030 - Insurance Coverage:** The insurance coverage of any employee who is granted a  
2 leave terminates on the first scheduled pay day that the employee does not receive a  
3 paycheck, except as otherwise provided by law or this agreement. To continue insurance  
4 coverage during the leave period, the employee must remit all premiums due thereafter  
5 when permitted.  
6

7 **9.031 - SICK LEAVE BANK:** The District has several Sick Leave Banks. When a Sick  
8 Leave Bank member changes positions which would require a change to a new Sick Leave  
9 Bank, that person shall be treated as a new member and must give up one sick leave day  
10 for membership in the new bank. However if the member has donated a day within the  
11 same fiscal year, that day may be transferred to the new bank. The purpose of the Sick  
12 Leave Bank (SLB) is to provide a pool of emergency sick leave days from which  
13 contributors may draw after their own accumulated sick leave has been exhausted.  
14 Nothing in this section shall be interpreted to change any of the other provisions herein  
15 pertaining to accrued leave.  
16

17 **9.032 - Membership:** Any full-time employee may enroll in the Sick Leave Bank between  
18 August 15 and September 30 provided the following three requirements are met:  
19

- 20 a. Continuous employment for at least one (1) year.
  - 21 b. Accrual of six (6) leave days by September 1.
  - 22 c. Donation of a seventh or subsequent sick leave day by October 15.
- 23

24 Only full-time employees are to enroll in and receive benefits from the Sick Leave Bank.  
25 Any full-time employee who ceases to work twenty (20) or more hours per week shall  
26 become ineligible for membership and benefits until the employee again becomes full time.  
27 Enrollment forms shall be provided to employees at each worksite. Sick leave days  
28 contributed to the SLB will not be returned except as hereafter provided.  
29

30 **9.033 - Ineligibility:** Any employee who receives sick leave bank benefits and is not  
31 entitled thereto shall reimburse the District for all benefits received and the Board shall  
32 restore the sick leave days to the Sick Leave Bank.  
33

34 **9.034 - Contributions:** In the event the number of days in the SLB balance falls below  
35 thirty percent (30%) of the number of SLB members, each member of the SLB must  
36 contribute one (1) day from his accumulated sick leave to the SLB. In the event an SLB  
37 member cannot contribute an additional day due to leave exhaustion, he is not then using  
38 the SLB, the additional day shall automatically be his next accrued sick leave day.  
39

40 **9.035 - Duration:** If both membership in the SLB and the number of days in the SLB fall  
41 below three hundred (300), the SLB shall be discontinued, and all remaining in the SLB  
42 shall be distributed as provided herein.  
43

44 **9.036 - Administration:**

- 45 a. The SLB will be administered by the Personnel Department.
- 46  
47

- 1           b.     An Overview Committee consisting of two (2) employees appointed by the  
2           Superintendent and two (2) employees appointed by the Association shall  
3           review the administration of the SLB, investigate alleged abuses, and  
4           determine eligibility as herein provided. Committee members shall be  
5           provided a quarterly report showing the number of SLB members, balance  
6           of days, and number of applications for use.  
7

8     **9.037 - Benefits:** The SLB shall be used only by an SLB member for his personal illness  
9     or disability and may not be used because of the illness, disability, or death of any other  
10    person.  
11

- 12           a.     In the event of a catastrophic illness of a participating employee which  
13           causes the employee to be absent from work for an extended period of time,  
14           the employee may receive paid leave as follows:  
15

- 16                   1.     The employee must first use all accumulated sick leave and all other  
17                   forms of paid leave available;  
18                   2.     The employee must then use unpaid leave for ten (10) consecutive  
19                   work days;  
20                   3.     The employee must make application to the SLB and submit medical  
21                   justification for the number of required days;  
22                   4.     The employee is eligible for up to one hundred (100) continuous  
23                   paid work days in a school year or a total of one hundred (100) days  
24                   for any one illness or disability. When an employee uses one  
25                   hundred (100) days for any one illness or disability and returns to  
26                   work, the employee shall again become eligible to use days for the  
27                   same illness or disability after a three (3) year period from the date  
28                   of return to work.  
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- 33           b.     In the event of a second catastrophic illness of a participating employee  
34           which occurs within one calendar year of the date the employee returned  
35           to work after utilizing the Sick Leave Bank and the employee is approved  
36           for sick leave benefits, the ten (10) days of unpaid leave shall be waived.  
37

- 38           c.     The eligibility of an employee to receive benefits will be reviewed by the  
39           Overview Committee which will make the final determination. If an  
40           employee is denied SLB benefits, the Overview Committee shall provide  
41           written reason(s). The employee may request reconsideration within ten  
42           (10) calendar days from date of denial. The Overview Committee's  
43           determination is not subject to the grievance procedure.  
44

45     **9.038 - Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent.  
46     Upon a finding of such abuse, the employee shall repay all of the sick leave credits drawn  
47     from the SLB and may be subject to disciplinary action.  
48

1 **9.039 - Discontinuance:** If it should be necessary to discontinue the SLB, unused sick  
2 leave in the SLB will be distributed as follows:

- 3
- 4 a. If the number of unused sick leave days in the SLB exceeds the number of  
5 members in the SLB, each member will receive one (1) of the unused days  
6 to be credited to his sick leave account. Those days exceeding the number  
7 of members in the SLB will be disposed of by the Board, whose decision  
8 will be final and not subject to the grievance procedure.  
9
- 10 b. If the number of unused sick leave days in the SLB is equal to the number  
11 of members in the SLB, each member will receive one (1) of the unused  
12 days to be credited to his sick leave account.  
13
- 14 c. If the number of unused sick leave days in the bank is more than one-half  
15 (1/2) but less than equal to the number of members in the SLB, each  
16 member will receive one-half (1/2) of one of the unused days to be credited  
17 to his sick leave account. Those days exceeding one-half (1/2) of the  
18 number of members in the SLB will be disposed of by the Board, whose  
19 decision will be final and not subject to the grievance procedure.  
20
- 21 d. If the number of unused sick leave days in the SLB is equal to one-half (1/2)  
22 of the number of members in the SLB, each member will receive one-half  
23 (1/2) of one of the unused days to be credited to his sick leave account.  
24
- 25 e. If the number of unused sick leave days in the SLB is less than one-half  
26 (1/2) of the number of members in the SLB, all of the days will be disposed  
27 of by the Board, whose decision will not be subject to the grievance  
28 procedure.  
29

30 **9.040 - Hold Harmless:** The Association, its officers and agents, and the members of the  
31 unit shall hold the Board, its officers, employees and agents harmless from any and all  
32 claims which may be brought by any of its member(s), members(s) of the unit, or any  
33 authorized litigant with respect to the establishment or administration of the SLB.

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**ARTICLE 10  
HOLIDAYS AND VACATION**

**10.01 - 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.

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

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

**10.022 -** 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 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. Supervisors shall respond in writing if a vacation request is not granted.

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

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

1       **10.025** - In the case of the death of an employee, payment for accrued annual leave shall  
2       be made to the employee's beneficiary of record, or if none, to his estate.



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**ARTICLE 11**  
**MISCELLANEOUS**

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

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

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

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

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**ARTICLE 12  
COMPENSATION**

**12.01 - SALARY:** Each employee in the unit shall receive an additional increase equal to two percent (2.00%) above his salary step increase. The additional increase shall be retroactive to July 1, 1996.

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

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

**12.04 - OUTSIDE EXPERIENCE CREDIT:** 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 verified experience up to a maximum of three years after successfully completing the probationary period. Previous work experience shall be verified as equivalent to the employee's position pursuant to Board policy. When an employee changes to a different job classification, the employee is eligible to receive additional verified work experience credit up to the maximum entry level credit (Pay Step 4) allowed for initial employment.

**12.05 - LONGEVITY PAY:** After completing twenty (20) continuous years of employment, excluding outside experience credit, an employee shall receive an additional supplement of \$665.00 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 \$920.00 within thirty days from the twenty-fifth anniversary date and on the first pay period for the employee each fiscal year thereafter.

- a. Employees currently receiving the longevity supplement included in their pay period rate shall be given the option to receive the longevity pay according to the language above, or to continue to receive the longevity pay amount in the pay period rate of pay. Note: If an employee currently receiving the longevity pay included in the pay period rate selects the option to receive the total amount in the first pay period for the employee each fiscal year, the pay period amount shall be reduced accordingly.

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

1 **12.07 - ASBESTOS CONTROL TEAM:** Employees who are members of the Asbestos  
2 Control Team shall be paid an additional \$5.21 per hour for time spent working in the  
3 asbestos abatement area dressed in complete protective gear.  
4

5 **12.08 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon  
6 completion of an application available from the school site or the Personnel Office. If an  
7 employee terminates direct deposit, he may not re-enroll for one calendar year from the  
8 date of termination. Employees enrolled in the direct deposit program in their regular  
9 position shall continue to be paid by automatic direct deposit for summer school  
10 employment.  
11

12 **12.081 - Optional Pay Delivery Location for Bus Operators:** Each bus operator shall be  
13 given a pay delivery choice form at the pre-school orientation. The operator shall specify  
14 on the form the transportation regional office to which his paycheck shall be delivered.  
15

16 **12.09 - PAY DELIVERY PROCEDURES:**  
17

18 **12.0901** - Employees who work less than 12 months per year (except bus operators,  
19 attendants and monitors), must work at least five (5) days to be eligible for a pay check  
20 on the first pay date that occurs after returning to work. This pay check, if issued, shall  
21 be for days worked; however, no employee will receive more than a pay period rate.  
22 Thereafter, a pay period rate will be issued on the middle of the month payroll and the end  
23 of the month payroll, except for the September end of the month payroll, which will be  
24 two pay period rates less the amount paid on the first pay date that occurs after returning  
25 to work in the current fiscal year. The balance of contract shall be issued on the next to  
26 last payday of the employee's work year less an amount equal to days worked in the final  
27 pay period. For employees who do not receive a partial check on the first pay date that  
28 occurs after returning to work, the employee will receive a pay period rate each pay period  
29 until the next to the last pay date of the employee's work year when the employee  
30 receives the balance of contract salary less an amount equal to days worked in the final  
31 pay period.  
32

33 **12.0902 - Final Pay:** The employees shall receive a final paycheck equal to days worked  
34 in the final pay period on the pay date immediately following the last scheduled work date.  
35

36 **12.0903** - When the 15th or last day of the month falls on a weekend or holiday, checks  
37 will be issued on the last scheduled work day prior to the weekend or holiday.  
38

39 **12.0904** - Any leave without pay by an employee which is in excess of the final paycheck  
40 will be deducted from the first paycheck following the employee's return.  
41

42 **12.0905** - Bus operators, attendants and monitors shall be paid for actual hours worked  
43 each pay period. The first paycheck shall be issued on September 15 and the final  
44 paycheck shall be issued on June 30. Each paycheck will represent actual hours worked  
45 up to the cutoff date of the previous pay period.  
46

1       **12.0906** - Pay for extra hours worked and overtime shall be paid no later than the next  
2 pay period after the extra hours or overtime was worked, provided there are at least eight  
3 (8) days between the extra hours worked and the next pay period.

4  
5       **12.0907** - All absences less than a full day must be reported in the same reporting period  
6 as full day absences are reported.

7  
8       **12.0908 - 20/24 Pay Option:** Ten month employees (except bus operators, bus attendants  
9 and monitors) may select a pay option of either 20 or 24 pay periods. Written requests  
10 for pay option selections will be accepted by the payroll department in the month of May.  
11 If a minimum of one-third (1/3) of the eligible employees elect the 20 pay option, such  
12 selection shall be effective July 1 of the next fiscal year. If implemented, the selected pay  
13 option shall remain in force for the fiscal year.

14  
15       **12.0909** - Pay checks will be delivered in a manner that insures confidentiality. Upon  
16 written request, an employee shall receive his pay check in an envelope.

17  
18       **12.0910** - Upon written request, an employee may pick up his pay check in the financial  
19 accounting office on any pay date when pay checks are not distributed to the work site.

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**ARTICLE 13**  
**HEALTH BENEFITS**

**13.01 - ELIGIBILITY** - Employees who are regularly scheduled to work twenty (20) or more hours per work week are eligible for the benefits as described in this Article, except that, effective March 13, 1996, any School Board funding for an employee's Benefit Bank and School Board funding for life insurance coverage shall be limited to employees who are regularly scheduled to work thirty (30) or more hours per work week; provided, however, employees who were employed with the Board as of March 12, 1996 and who are regularly scheduled to work twenty (20) or more hours per work week shall continue to be eligible for School Board funding for an employee's benefit bank and life insurance coverage for the duration of their continuous employment.

**13.02 - CAFETERIA BENEFITS** - The District Cafeteria Plan is, as defined by IRS section 125 Florida Benefit Plan, a method of offering employees a variety of fringe benefit options in order to best meet their personal needs. A "menu" of options is offered, some of which may be deducted pre-tax or purchased through the use of Benefit Bank dollars.

**13.03 - BENEFIT BANK** - Effective no later than thirty (30) days following both parties' ratification votes, the Board shall pay \$2,600.16 annually into the Benefit Bank for each employee who is eligible for benefits to be utilized by the employee in accordance with the guidelines of the district cafeteria plan. Benefit Bank dollars are to be utilized by employees to purchase their health coverage and, when their election permits, other optional benefits, such as dependent health coverage or optional benefits listed within the article, the total cost of which may not exceed the annual Board allocation. Each employee must select one of the major medical health plans. Regardless of the benefits elected, the employee shall not receive cash from the Benefit Bank. This plan shall allow the employee to select from the following benefits.

1. Two Major Medical Health Plans
2. Dependent Comprehensive Hospitalization
3. Medical Reimbursement Coverage
4. Dental Plan Coverage
5. Cancer Coverage
6. Vision Care Coverage

**13.04 - COMPREHENSIVE HOSPITALIZATION** - The Board will provide hospitalization/major medical insurance coverage for each eligible employee. Such coverage shall become effective thirty (30) consecutive days from the date of employment. The date of employment shall be included as one of the thirty (30) days. Pre-existing conditions shall not be covered during the first ninety (90) consecutive days from the date of employment for new employees and their dependents.

**13.05 - BENEFITS** - During the 1995-96 fiscal year, the Board shall contribute an amount equal to 100% of the employee's premium for the District's PPO Health Plan into the employee's Benefit Bank. Health insurance benefits shall be provided in the form of two health plans effective January 1, 1995 as follows:

1 **13.06 - HEALTH PLAN/PPO** - The deductible shall be \$200 per covered person up to a  
2 maximum of \$400 per family; after the deductible has been exhausted a 70-30 co-share  
3 of the next \$4100, with the Board paying 70% and the employee 30%; thereafter the  
4 Board shall pay 100% of the balance up to \$1,000,000.  
5

6 **13.061 - PREFERRED PROVIDER ORGANIZATION (PPO)** - When a covered person utilizes  
7 the services of the Preferred Provider Organization (PPO) participating medical care facility  
8 or doctor, the deductible shall be \$200 per covered person up to a maximum of \$400 per  
9 family; after the deductible has been exhausted, a 90-10 co-share of the next \$4100, with  
10 the Board paying 90% and the employee 10% thereafter the Board shall pay 100% of the  
11 balance up to \$1,000,000. However, office visits to PPO participating doctor will be paid  
12 by the Board at 100% after a \$10 employee co-pay per visit.  
13

14 **13.062 - PREMIUMS** Effective no later than thirty (30) days following the parties'  
15 ratification votes, employees shall pay the premium for the coverage selected according  
16 to the following premium structure:  
17

|                    | <u>Annual</u> | <u>Employee</u> | <u>Employee</u> |
|--------------------|---------------|-----------------|-----------------|
| <u>Coverage</u>    | <u>Amount</u> | <u>24-Pay</u>   | <u>20-Pay</u>   |
|                    |               | <u>Amount</u>   | <u>Amount</u>   |
| 18 <b>Employee</b> | \$2,600.16    | n/a             | n/a             |
| 19 <b>Spouse</b>   | \$2,085.36    | \$86.89         | \$104.27        |
| 20 <b>Child</b>    | \$1,643.76    | \$68.49         | \$ 82.19        |
| 21 <b>Children</b> | \$1,926.00    | \$80.25         | \$ 96.30        |
| 22 <b>Family</b>   | \$2,977.90    | \$124.08        | \$148.90        |

23  
24  
25 **13.07 - HEALTH PLAN/MANAGED CHOICE (MC)** - The deductible shall be \$200 per covered  
26 person up to a maximum of \$400 per family; after the deductible has been exhausted, a 50-50  
27 co-share of the next \$5000, with the Board paying 50% and the employee paying 50%;  
28 thereafter the Board shall pay 100% of the balance up to \$1,000,000.  
29  
30

31  
32 **13.071** - When a covered person utilizes the services of the Managed Choice Network (MC)  
33 participating medical care facility or doctor, the deductible shall be waived, following this, a  
34 80-20 co-share of the next \$7000, with the Board paying 80% and the employee paying 20%  
35 thereafter the Board shall pay 100% of the balance up to \$1,000,000. However, office visits  
36 to MC participating doctors will be paid by the board at 100% after a \$10 employee co-pay  
37 per visit.  
38

39 **13.072** - Effective no later than thirty (30) days following the parties' ratification votes,  
40 employees shall pay the premium for the coverage selected according to the following  
41 premium structure:  
42

|                    | <u>Annual</u> | <u>Employee</u> | <u>Employee</u> |
|--------------------|---------------|-----------------|-----------------|
| <u>Coverage</u>    | <u>Amount</u> | <u>24-Pay</u>   | <u>20-Pay</u>   |
|                    |               | <u>Amount</u>   | <u>Amount</u>   |
| 43 <b>Employee</b> | \$2,255.28    | n/a             | n/a             |
| 44 <b>Spouse</b>   | \$1,747.92    | \$72.83         | \$87.40         |
| 45 <b>Child</b>    | \$1,380.72    | \$57.53         | \$69.04         |
| 46 <b>Children</b> | \$1,618.32    | \$67.43         | \$80.92         |
| 47 <b>Family</b>   | \$2,501.44    | \$104.23        | \$125.07        |

1        **13.08 - FLEXIBLE SPENDING ACCOUNTS** - All eligible employees may participate in optional  
2        medical reimbursement and/or child care Flexible Spending Accounts which allow the  
3        employee contribution of pre-tax dollars through payroll deduction to be used by the employee  
4        to pay for medical and/or child care expenses. Benefit Bank dollars may not be utilized for  
5        FSA contributions. The employee shall not receive cash from the Benefit Bank.  
6

7        **13.09 - PARTICIPATION** - All employees covered by this contract may participate in this plan  
8        at their own expense. To be eligible to participate in the plan, an employee must be under  
9        contract, appointed or on Board approved leave. Employees on Board approved leave must  
10       submit the monthly premium to the Board in advance if the leave is without pay. Participation  
11       in the plan by newly hired employees shall be effective based upon the specifications of each  
12       individual benefit.  
13

14       **13.10 - ENROLLMENT** - Newly hired employees shall sign an enrollment form indicating their  
15       selection(s) or waiver at the time they sign their individual contract with the Lee County  
16       School Board. Each employee's selection shall be binding until the employee changes his/her  
17       selection; however, no changes will be made during the year, except those changes allowed  
18       under IRS regulations or state and federal law. An employee may change selections by  
19       completing an enrollment form during the anniversary period of the cafeteria plan and  
20       forwarding the form to the Payroll Department prior to the last day of the anniversary period.  
21       Requested changes will be implemented for premium deduction in the month following the  
22       anniversary period.  
23

24       **13.11 - NON CAFETERIA BENEFITS** - The following benefits shall not be part of the cafeteria  
25       benefit menu.  
26

27       **13.12 - LIFE INSURANCE:** The Board will provide for twenty thousand dollars (\$20,000) of  
28       term life insurance for each eligible employee with an additional twenty thousand dollars  
29       (\$20,000) accidental death and dismemberment insurance. Coverage shall begin on the date  
30       of employment. Each employee may also apply for an additional sixty thousand dollars  
31       (\$60,000) term life insurance and sixty thousand dollars (\$60,000) accidental death and  
32       dismemberment insurance.  
33

34       **13.13 - LIABILITY:** The Board will provide liability coverage in an amount not to exceed one  
35       million dollars (\$1,000,000) per employee for the annual policy year.  
36

37       **13.14 - INCOME PROTECTION COVERAGE:** All employees covered by this contract are  
38       eligible for a voluntary payroll deduction for Income Protection Coverage. Participation in this  
39       plan is voluntary and at the employee's expense. Coverage under the plan shall be by mutual  
40       agreement of the Board and the bargaining unit.  
41

42       **13.15 - GENERAL PROVISIONS:** The Board's contribution for applicable insurance benefits  
43       specified herein shall be for 12 months. Insurance coverages and annuity programs shall be  
44       in accordance with the provision of the laws of Florida and the policies and procedures  
45       adopted by the Board. Added coverage under the Plan shall be mutual agreement of the Board  
46       and all collective bargaining unit representatives.  
47

48       **13.16 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of this agreement  
49       by the parties, a joint task force of 16 members, eight (8) of whom shall be appointed by the

1 Superintendent, including the Chairman, and eight (8) of whom shall be appointed by the  
2 Association, representing all affected bargaining units, shall meet. The joint task force shall  
3 review the current insurance programs and workers' compensation issues. It will explore  
4 alternatives, improvements, changes and specification to the existing insurance programs. In  
5 order to be implemented, any committee recommendations shall be incorporated in the  
6 contract after they have been ratified by both the Board and the Association.  
7

8 **13.17 - SECTION 125 SAVINGS/PRIOR YEARS:** Monies accumulated from the reduction in  
9 the Board's social security contribution for each employee who participated in the Section 125  
10 plan during FY92, FY93, and FY94 shall be used for the adjustment of pay grades as mutually  
11 agreed upon by the parties.  
12

13 **13.18 - SECTION 125 SAVINGS/FY95:** Monies saved by the Board from the reduction in the  
14 Board's social security contribution for each employee who participates in the Section 125  
15 plan during FY95 shall be set aside. These funds shall be used for a non-recurring purpose  
16 agreed to by the parties, but shall not be used for pay grade adjustments. This section shall  
17 expire on June 30, 1995.  
18



1  
2 **ARTICLE 14**  
3 **BUS OPERATORS, ATTENDANTS AND MONITORS**  
4

5 **14.01 - OPERATOR, ATTENDANTS AND MONITORS SENIORITY DATE:**  
6

- 7 a. **OPERATOR SENIORITY DATE:** A substitute operator's seniority date for the  
8 purpose of employment as regular employee operator is the first day of  
9 continuous compensated training that leads to receipt of a bus operator's  
10 license or recommendation for appointment.  
11  
12 b. **BUS ATTENDANT OR MONITOR SENIORITY DATE:** The date of initial  
13 appointment as a regular attendant or monitor shall be the same as the  
14 attendant or monitor seniority date. Attendants and monitors will be on separate  
15 seniority lists by classification for purposes of bidding. For Summer School  
16 bidding both lists will be combined.  
17  
18 c. **SUBSTITUTE SENIORITY DATE:** The date of seniority of a substitute will be the  
19 date of completion of the mandatory training course and recommendation for  
20 appointment.  
21

22 **14.011 -** When two or more substitutes have the same seniority date, they will be placed on  
23 the roster by the last four (4) digits of the employee's social security number taken as a whole  
24 number with the smallest number being the most senior. Ties in seniority will be broken with  
25 the flip of a coin with the winner of the flip the most senior employee. The substitute  
26 seniority roster will be compiled and maintained by the supervisor in charge of training records,  
27 and shall be posted and a copy sent to the Association.  
28

- 29 a. A substitutes will be appointed to a regular position, in seniority order, as a  
30 vacancy becomes available, provided the substitute has met all the  
31 requirements for the position and has been recommended by the supervisor.  
32  
33 b. If the employee elects to reject the appointment to a regular position, the  
34 employee will be passed over until another vacancy occurs.  
35  
36 c. When more than one substitute(s) is appointed to a position of regular employee  
37 on the same day, they shall be placed on the regular employee seniority roster  
38 in the same order as they were on the substitute seniority roster.  
39  
40 d. Regular employees shall be assigned a seniority number in conjunction with the  
41 seniority number 001. Regular operators who qualify for exceptional student  
42 education routes shall be identified as such with the letter "S" following their  
43 seniority numbers.  
44

45 **14.012 -REGULAR EMPLOYEE SENIORITY DATE:**  
46

47 **14.0121 - Bus Operators:** The bus operator seniority date as a regular employee shall be the  
48 first day of continuous compensated training that leads to receipt of a bus operator's license.

1 Current operators who have identical seniority dates will have their dates recalculated by the  
2 last four (4) digits of the operator's social security number.

- 3  
4 a. Current employees who are not employed as bus operators in the  
5 Transportation Department may be transferred to the Transportation Department  
6 without serving as a substitute if they meet all other eligibility requirements.  
7 An eligible transferred employee's seniority date shall be the date of the  
8 personnel action form which reflects the Transportation Department's  
9 recommendation for transfer to the Superintendent.  
10  
11 b. An operator who is rehired must meet all eligibility requirements, and accept  
12 reappointment as a substitute.  
13

14 **14.0122 - Bus Attendant or Monitor:** Although the appointment of a bus attendant or monitor  
15 is not effective until approved by the Board, the employee seniority date as a regular employee  
16 shall be defined to be the date of the personnel action form which reflects the Transportation  
17 Department's recommendation for appointment to the Superintendent.  
18

- 19 a. An employee who is rehired must meet all eligibility requirements and accept  
20 reappointment as a substitute.  
21  
22 b. Current employees who are not employed as bus attendants or monitors and  
23 who apply and are recommended may be appointed to that position without  
24 serving as a substitute if they meet all other eligibility requirements.  
25

26 **14.02 - FIELD TRIP REIMBURSEMENT:**  
27

28 **14.021 - Reimbursement for Meals:** For all out-of-county field trips of one day or less, and  
29 for all overnight trips when lodging is provided by the user, employees will be reimbursed for  
30 meals at the prescribed rate. For all out-of-county overnight trips when lodging is not provided  
31 by the user, the employee may file a travel expense report for reimbursement as provided by  
32 School Board policy. Reimbursement will be based on the time from which the operator begins  
33 to drive the bus to the time when the operator parks the bus. Requests for reimbursement  
34 shall be filed by the Transportation Department within thirty (30) days following the trip. The  
35 prescribed reimbursement rate for meals when on trips shall be posted.  
36

37 **14.022 - Reimbursement for Daily Field Trips:** For all in-county trips which cannot be  
38 accomplished during the minimum day for operators and for all out-of-county field trips, except  
39 overnight trips, employees will be paid at their regular hourly rate. Field trips which occur  
40 between July 1 and the first student school day of the new school year will be paid at the  
41 employee's regular hourly rate for the preceding school year. Employees will receive  
42 retroactive pay for field trips occurring after the date of the opening of school. The number  
43 of hours to be paid for a field trip will be calculated from the time from which the operator  
44 begins to drive the bus to the time when the operator parks the bus.  
45

46 **14.023 - Reimbursement for Overnight Field Trips:** Employees will be reimbursed for all  
47 out-of-county overnight field trips at their regular hourly rate as described in 14.022, up to a  
48 minimum of twelve (12) hours reimbursement for each calendar day the employee is away.

1       Should the operator work more than twelve (12) hours, a log shall be kept and the operator  
2 will be paid for the hours recorded on the log.  
3

4       **14.024 - Field Trip Cancellation:** When an out-of-county trip is cancelled, and notification is  
5 not given to the employee until the actual day of the trip, the employee shall receive one and  
6 one-half (1-1/2) hours pay based on the regular hourly rate as defined in 14.022. When an  
7 in-county trip scheduled out of the regular work day is cancelled, and notification is not given  
8 until the employee arrives to begin loading, the employee shall receive one and one-half (1-1/2)  
9 hours pay based on the regular hourly rate as defined in 14.022.

10  
11       **14.025 - Bus Preparation for Out-Of-County Trips:** Operators shall be paid one (1) additional  
12 hour per field trip for bus preparation and cleaning.  
13

14       **14.026 - Distribution of Out-Of-County Trips:** To be eligible for out-of-county trips, employees  
15 must complete one full school year or ten (10) work months of employment as a bus operator,  
16 attendant or monitor. When requested by the employee in writing, time worked in excess of  
17 one-half year or five (5) months as a substitute will be counted toward eligibility. Bus  
18 attendants will be assigned to field trips by seniority by school.  
19

20       **14.027 - Trip Assignment:** Trips will be assigned on the basis of seniority and operational  
21 region to those employees who have notified the Director of Transportation in writing on the  
22 form provided by the Board prior to the first day of school of their availability for out-of-county  
23 trips. Employees who become eligible or request assignments or reinstatement after the first  
24 day of school shall be added to the end of the list. If an employee elects to reject an  
25 assignment, he will be passed over until his name comes up again in rotation. Field trips will  
26 be classified into four (4) categories: 1) emergencies 2) out-of-county 3) in-county day (9:30  
27 a.m. to 1:30 p.m.) and 4) in-county evening (after 4:30).  
28

- 29       a.       Field trips missed by an employee due to an authorized absence will not cause  
30               the employee operator to miss his turn. That employee will be offered the next  
31               available field trip.
- 32
- 33       b.       Upon written request by the employee to the Director, an employee's name may  
34               be withdrawn from the list of eligible employees. When an employee is on  
35               leave, his name shall be passed over.
- 36
- 37       c.       The name of any employee who misses an assigned trip or fails to decline a trip  
38               within 24 hours from notification of assignment will miss his next turn.
- 39
- 40       d.       Assignments out of rotations for emergencies (employee cancellations after  
41               hours and on weekends) will be made from the emergency trip list unless  
42               approved by the Regional Coordinator or the Director of Transportation.
- 43
- 44       e.       Employees shall be removed from the trip roster for the remainder of the school  
45               year after the fourth rejection of a field trip within a single school year.
- 46
- 47       f.       Classroom assistants and helping teachers will not replace bus attendants or  
48               monitors on buses utilizing lifts for field trips.  
49

1 **14.028 - In-County Field Trips:** All in-county field trips not included in the six (6) hour  
2 guaranteed minimum day program will be assigned on the basis of seniority and operational  
3 region to those operators who have notified the Director of Transportation, in writing on the  
4 form provided by the Board, prior to the first day of school of their availability for in-county  
5 trips. Operators who become eligible or request assignment after the first day of school, shall  
6 be added to the end of the list. If an operator elects to reject an assignment, he will be passed  
7 over until his name comes up again in rotation.

- 8
- 9 a. Field trips missed by an operator due to an authorized absence will not cause  
10 the operator to miss his turn. That operator will be offered the next available  
11 field trip.
  - 12
  - 13 b. If a bus operator requests, his name shall be removed from the list of eligible  
14 drivers. When an employee is on leave, his name shall be passed over.
  - 15
  - 16 c. The name of any operator who misses an assigned trip or fails to decline a trip  
17 within 24 hours from notification of assignment will miss his next turn.
  - 18
  - 19 d. Weekend or remote location trips may be assigned to the same operator. The  
20 operator shall be passed over in the trip rotation for the number of trips  
21 completed over the weekend or to a remote location.
  - 22
  - 23 e. Assignments of trips out of the rotation schedule for emergencies (operator  
24 cancellation after work hours or on weekends) must be approved by the  
25 Regional Supervisor or the Director of Transportation.
  - 26

27 **14.029 - Outside Vendors:** Field trips will not be assigned by the Transportation Department  
28 to other employees or to outside vendors if any regular bus operator or substitute is available.  
29 Bus employees assigned to an out of county trip cancelled one week or less prior to the day  
30 of the trip, due to the use of an outside vender shall be compensated for one and one-half (1  
31 1/2) hours and shall be placed at the top of the trip list.

32

33 **14.03 - MINIMUM DAY FOR OPERATORS:** All regular bus operators will be guaranteed a  
34 minimum of six (6) hours per day when school is in session. The minimum requirements shall  
35 not apply to summer school.

36

37 **14.031 -** The work day shall include the daily hours approved on the route time and mileage  
38 report for each driver plus one-half (1/2) hour daily for non-route time.

- 39
- 40 a. Any driver whose approved route exceeds five and one-half (5-1/2) hours per  
41 day will be paid for excess time to the nearest quarter hour at his regular hourly  
42 rate.
  - 43
  - 44 b. The one-half (1/2) hour daily nonroute time shall be used by operators for  
45 activities needed to perform their normal duties. Duties include, but are not  
46 limited to fueling and cleaning of bus, completion of surveys and other paper  
47 work and conducting pretrip inspections.
  - 48
  - 49

1  
2 **14.032** - Operators who do not have adequate additional duty hours to cover mandatory  
3 meetings or training sessions will be reimbursed at their regular hourly rate.  
4

5 **14.033** - Drivers who prefer to work fewer than thirty (30) hours per week may be exempt  
6 from the minimum day by submitting a written request to the Director of Transportation by the  
7 first day of preschool or upon initial employment. Exemptions are subject to approval by the  
8 director and shall remain in effect during the school year unless otherwise approved.  
9 Operators who are exempt from the minimum day shall not be eligible for field trip  
10 assignments and shall be paid for actual route time and an additional one-half (1/2) hour per  
11 work day non-route time. No extra duties or standby time will be assigned to these routes.  
12

13 **14.04 - MINIMUM DAY FOR ATTENDANTS/MONITORS:** All regular bus attendants and  
14 monitors will be guaranteed a minimum of a 20 hour week during the regular school year for  
15 all weeks when school is in session for five (5) days. During weeks when school is in session  
16 for fewer than five (5) days, bus attendants and monitors will be guaranteed an average of  
17 four (4) hours per day for each day worked. Bus attendants and monitors who are required to  
18 attend area training meetings will be paid their regular hourly rate for time in attendance at  
19 such meetings.  
20

21 **14.041 - Route, Time and Mileage Sheets** - A copy of the route, time and mileage sheets shall  
22 be given to the attendant/monitor anytime one is submitted to the driver of their bus.  
23

24 **14.05 - ROUTE/REGIONAL AREA BIDDING:**  
25

26 **14.0501** - Route bidding for all regular school year routes shall occur annually no earlier than  
27 one week prior to preschool and no later than the last day of the preschool training period and  
28 for summer school routes no earlier than two weeks prior to the first day of summer school  
29 and no later than two days prior to the first day of summer school. All regular operators have  
30 the right to bid on any regular route and the designated parking area of a route may not be  
31 changed. Special education routes will be offered to operators and attendants who qualify by  
32 experience or training as determined by the Director of Transportation. Monitors have the  
33 right to bid on regional areas during the regular school year and on special education routes,  
34 if qualified by experience or training, during the summer. Employees assigned to the  
35 transportation department during the regular school year immediately preceding summer school  
36 shall bid on summer routes prior to transferred or new employees.  
37

38 **14.0502** - Descriptions of all routes will be posted at a designated location at least 40 work  
39 hours prior to the beginning of the bidding procedure.  
40

41 **14.0503** - Routes shall be listed by:  
42

- 43 a. Total estimated route time;
- 44 b. Bus number and type of bus;
- 45 c. Bus parking locations;
- 46 d. School served;
- 47 e. Approximate beginning and ending time;
- 48 f. Special education.  
49

1 **14.0504** - Routes will include any permanently assigned standby time, intramural runs,  
2 activity runs, route preparation, swim team runs, discipline runs and any other additional  
3 duties permanently assigned.  
4

5 **14.0505** - The location of bus parking is the decision of the Transportation Department. All  
6 employees must furnish their own transportation to the original bus departure point.  
7

8 **14.0506** - Employees will receive written notification of their assigned seniority number, along  
9 with the time and date to select his route. Employees who do not appear during their assigned  
10 time may select a route at the end of the specified time block during which they appear. Any  
11 employee who does not appear will be assigned an available route at the conclusion of the  
12 bidding process.  
13

14 **14.0507** - An employee who is unable to attend the route bidding on the specified day or time  
15 may execute a proxy. The proxy must be presented at the employee's assigned time and  
16 place for bidding.  
17

18 **14.0508** - As routes are filled during the bidding, the name of the employee who elects the  
19 route will be placed on the master list, so that employees who have yet to bid will know which  
20 routes are available.  
21

22 **14.0509** - Routes that are created after all bidding is completed and vacated routes shall be  
23 filled by a substitute employee.  
24

25 **14.0510** - Bus routes shall be bid as posted. Routes may be adjusted and buses may be  
26 reassigned by the Director of Transportation or designee after bidding is completed.  
27

28 **14.0511** - A regular route shall be defined as a funded position.  
29

30 **14.0512** - When the supervisor determines that a route change is necessary, the bus  
31 employee(s) affected shall be consulted about the reasons for the change, the new route and  
32 the pupil bus load before the change is made. The supervisor shall then consider the  
33 employee's input and shall thereafter notify the employee the day a change is confirmed.  
34

35 **14.0513 - PHYSICAL EXAMINATIONS:** Physical examinations and dexterity tests required  
36 by law shall be completed prior to bidding. Physical examinations must be performed by  
37 physicians specifically authorized by the district to perform bus driver physicals.  
38

39 **14.06 - TRANSPORTATION COMPOUNDS/FACILITIES:** Every effort will be made to equip  
40 transportation satellite compounds, whether temporary or permanent, with sanitary, water and  
41 waste disposal facilities and paper products. Facilities shall be maintained to ensure proper  
42 health and hygiene. When sanitary, water, waste disposal or paper products are not available  
43 at the compound bus employees will be notified as to the location of facilities to be used.  
44

45 **14.07 - DISCIPLINE:** Bus operators will have input in disciplinary decisions regarding the  
46 transportation of students disruptive while on the bus.  
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**ARTICLE 15  
OTHER BENEFITS**

**15.01 - SAFE DRIVING AWARD:** An employee shall be eligible for a safe driving award of \$75.00 provided that the employee:

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- a. works in a position in which one-half (1/2) the employee's time is devoted to the operation of a motor vehicle;
  - b. continuously holds such position for a period from the first day of the second semester to the end of the school year in which the award is earned;
  - c. has not had a preventable accident as determined by the Safe Driver Plan or received a citation from a law enforcement officer for a moving traffic violation.

The cash award will be mailed to the employee not later than August 30 following the fiscal year in which the award is earned.

**15.02 - UNIFORMS:** When required, uniforms will be provided for employees. Specification for all uniforms shall be determined by each department. New employees shall be eligible to order and receive uniforms no later than thirty (30) calendar days after the first day worked. 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. Every reasonable effort will be made to provide uniforms to employees within thirty (30) work days following the beginning of each work year. Employees will be provided a minimum of five (5) uniforms in the first year of employment and a minimum of four (4) uniforms each year thereafter. If a specific shoe is required, employees may select a pair of shoes in lieu of one garment.

**15.03 - TRADE CERTIFICATION SUPPLEMENT:** Trades employees who have secured a 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 \$186.17 supplement. This supplement will be paid to the employee on the next scheduled pay date following written notification from the department director to the Payroll Department. 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.

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

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

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- a. normal retirement or early retirement;
  - b. disability retirement;

1 c. termination.

2  
3 If termination is by death, the ten (10) years of creditable service in a retirement plan  
4 established by the Florida Legislature is not required and payment will be made to the  
5 employee's beneficiary.  
6

7 **15.021** - Terminal pay shall be paid after ten (10) years of creditable service in a retirement  
8 plan established by the Florida Legislature and shall be based on the total number of accrued  
9 and valid sick leave days credited to the employee at the daily rate of pay of the employee at  
10 the time of termination. The amount of terminal pay shall be computed as follows:  
11

- 12 (a) during the first through third years of service in the District, the daily rate of pay  
13 multiplied by thirty-five percent (35%) times the number of days accumulated  
14 sick leave;  
15  
16 (b) during the fourth through sixth years of service in the District, the daily rate of  
17 pay multiplied by forty percent (40%) times the number of days accumulated  
18 sick leave;  
19  
20 (c) during the seventh through ninth years of service in the District, the daily rate  
21 of pay multiplied by forty-five percent (45%) times the number of days  
22 accumulated sick leave;  
23  
24 (d) during the tenth through twelfth years of service in the District, the daily rate  
25 of pay multiplied by fifty percent (50%) times the number of days accumulated  
26 sick leave; or  
27  
28 (e) during and after the thirteenth year of service in the District, the daily rate of  
29 pay multiplied by one hundred percent (100%) times the number of days  
30 accumulated sick leave.  
31

32 **15.052** - Any employee entitled to terminal pay must be under contract for the period  
33 immediately preceding termination of employment and shall not be under suspension from duty  
34 except for reasons pertaining to health, or have any charges pending which could result in  
35 dismissal from employment. All employees must obtain written verification of terminal leave  
36 benefits prior to making a claim for same.  
37

38 **15.06 - TUITION WAIVER:** Tuition shall be waived for employees who enroll in a  
39 supplemental vocational program. A supplemental vocational program is one that provides  
40 occupational training to maintain or upgrade employee's skills and/or enables the employee  
41 to reenter an occupation, including homemaker. Tuition shall also be waived for employees  
42 who enroll in Adult Basic Education.  
43

44 **15.07 - TRAINING OPPORTUNITIES:** Training shall be provided to employees at the expense  
45 of the Board. The Superintendent will make a written annual assessment of training needs by  
46 department. A copy of the assessment will be sent to the Association by July 1. Qualified  
47 employees will be offered an annual training opportunity based on their job duties, length of  
48 employment, if relevant, and technological advances in the trade. All training required by the  
49 Board will carry inservice points as prescribed by the Staff Development Department.



1 Employees attending required training outside the employee's regular work schedule will be  
2 paid at their regular hourly rate or at the overtime hourly rate.  
3

4 **15.071 - TRAINING INCENTIVE:** As an incentive for employees to improve their proficiency  
5 on the job, a \$100.00 stipend will be offered for personnel who have earned a specific number  
6 of points through participation in related community college course or Adult and Community  
7 Education courses. Only one stipend per employee will be awarded per school year.  
8 Interested employees are required to seek verification of eligibility for training incentives by  
9 submitting an application to the Principal or Director indicating the course requested and  
10 justification of relevance to the employee's position prior to enrolling in the course.  
11 Applications will be available at each work site and through the Staff Development  
12 Department. Employees are not eligible to receive the Trade Certification Supplement and the  
13 Training Incentive for the same activity.  
14

15 **15.072 - SPECIALIZED PROCEDURES:** Any employee who is required to engage or administer  
16 any medically related procedure shall receive training on such procedures. All required training  
17 shall be at the discretion and expense of the Board.  
18

19 **15.08 - SAC CHAIRMAN:** An employee who is elected as Chairman of the School Advisory  
20 Committee (SAC) at his or her school shall be paid an additional amount of \$500.00.

**ARTICLE 16**  
**ALCOHOL AND DRUG-FREE WORKPLACE**

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5 **16.01** - No employee shall possess, consume or sell alcoholic beverages or manufacture,  
6 distribute, dispense, possess or use, on the job or in the workplace, any narcotic, drug,  
7 amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the  
8 Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR  
9 13001.11 through 1300.15, or by Florida Statutes, Chapter 893.

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

19  
20 **16.03** - As a condition of employment, each employee shall:

- 21  
22 (1) abide by the terms of this article, and;  
23  
24 (2) notify the appropriate director, principal or supervisor of any criminal drug  
25 statute conviction for a violation occurring on the premises of the Lee County  
26 School Board, at the workplace, or during the conduct of any official activity  
27 related to the Lee County School Board no later than five (5) days after  
28 conviction.

29  
30 **16.04** - The Lee County School Board shall take one of the following actions, within thirty (30)  
31 days of receiving such notice, with respect to any employee who is so convicted:

- 32  
33 (1) require such an employee to participate satisfactorily in a drug abuse assistance  
34 or rehabilitation program approved for such purposes by a federal, state or local  
35 health, law enforcement, or other appropriate agency, or  
36  
37 (2) if the employee fails to participate satisfactorily in such program, the employee  
38 may be nonrenewed or his or her employment may be suspended or terminated,  
39 at the discretion of the School Board, or  
40  
41 (3) take appropriate personnel action against such an employee, up to and including  
42 termination.

43  
44 **16.05** - No employee shall be required to submit to drug or alcohol testing without reasonable  
45 suspicion except as otherwise required by law or this agreement. All drug and alcohol testing  
46 shall be conducted in accordance with District policy and procedures for drug and alcohol  
47 testing.  
48

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

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

7  
8       **16.08** - Employee assistance will be available through the Personnel Department and the  
9 Employee Assistance Program.

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

**ARTICLE 17**  
**SCHOOL-BASED DECISION MAKING**

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5 **17.01 - CONCEPT:** The parties to the Agreement endorse the concept of a participatory  
6 process through School-Based Decision Making. This is an opportunity for all employees to  
7 have shared decision making at the school in which they work.

8  
9 **17.02 - THE PROCESS:** To assured acceptability of the school-based decision making process  
10 at the school level, the parties agree to the following:

11  
12 **17.021 - Voting:** All employees eligible to vote must vote by secret ballot to participate in the  
13 school-based decision making process. The issue must be approved by 80% of those eligible  
14 to vote. The Association designated representative(s) and the Board's representative(s) shall  
15 count the ballots.

16  
17 **17.022 - Contract Deviation:** Schools that choose to participate in a school based decision  
18 making program, after utilizing the following process, shall be permitted to deviate from the  
19 Agreement. However all terms and conditions of this Agreement shall not be altered, modified  
20 or deviated from except with the express written consent of the Association.

21  
22 If a School-Based Decision Making program requires a deviation from the Agreement, the  
23 decision-making process shall include an opportunity for all employees to share their opinion.  
24 Such a decision shall not be implemented in any other school without at least an 80%  
25 concurrence of the employees.

26  
27 **17.023 - Task Force:** The Board and the Association agree to have a joint task force on  
28 restructuring. The task force shall meet on a regular basis and review the implementation of  
29 this article and the Agreement. The task force shall also meet at the request of either party.

30  
31 **17.024 - School Committee:** Employees that serve on school-based decision making  
32 committees in individual schools will be selected by the employees in that school by secret  
33 ballot counted by the Association's designated representative(s) and the Board's  
34 representative(s).

35  
36 **17.025 - Renegotiations:** Either party to the Agreement may request negotiating this section  
37 without opening other sections.

38  
39 **17.026 - Parameters for School-Based Decision Making:** The joint task force shall review the  
40 parameters for decision making to include but not be limited to budgets, instructional  
41 materials, personnel and curriculum design.

42  
43 **17.027 - Expansion of Program:** Each year there will be a district-wide secret ballot vote of  
44 the non-participating schools. The total number of participating schools can expand to include  
45 ten (10) schools in 1992-93 and fifteen (15) in 1993-94. All schools shall be eligible to  
46 participate in 1994-95 and each thereafter. The voting procedures outlined in 17.021 will be  
47 used in the selection of additional schools.  
48

1        **17.028 - Option for Schools to Discontinue:** Each participating school shall determine  
2 procedures whereby the employees of the school may choose not to continue in the program  
3 for an ensuing year. Such procedures must be forwarded to the task force prior to initiating  
4 the procedures for discontinuation of the program.  
5

6        **17.03 - LEADERSHIP LEAVE:** Employees participating as members of SBDM Leadership teams  
7 or School Advisory Councils may at the discretion of the supervisor be eligible for Temporary  
8 Duty as described in Section 9.028 to attend team or SAC meetings when meetings are held  
9 away from the employee's work site.

ARTICLE 18  
DURATION AND ACCEPTANCE

18.01 - All provisions of the Agreement shall remain in full force until August 15, 1997.

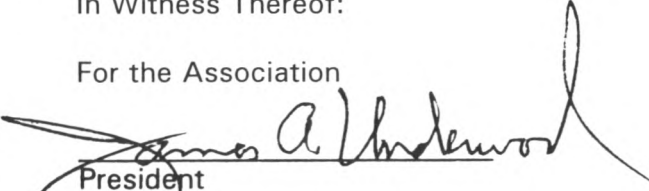
18.02 - Should either party desire to terminate, change or modify any portion of this Agreement, they shall notify the other party in writing on or before April 30, 1997. Such notification shall be sent by certified mail, return receipt requested. Notification shall include the title of the articles the party wishes to renegotiate. All other articles shall remain in full force for the new negotiated period. Such articles shall be acknowledged upon introduction of any disputed articles.

18.03 - Negotiations on wages shall begin no later than February 1, 1997, unless otherwise agreed to by the parties.

18.04 - This Agreement is signed this 27th day of March, 1997.

In Witness Whereof:

For the Association

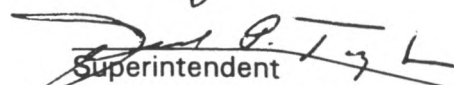
  
President

  
Bargaining Chairperson

  
Executive Director

For the Board

  
Chairman

  
Superintendent

  
Chief Negotiator

THE SCHOOL DISTRICT OF LEE, COUNTY, FLORIDA

GRIEVANCE REPORT FORM

NAME OF PERSONS(S) FILING GRIEVANCE: \_\_\_\_\_

SCHOOL/DEPARTMENT: \_\_\_\_\_ JOB CLARIFICATION: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

NAME OF PERSON GRIEVANCE FILED WITH: \_\_\_\_\_

A. DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

B. SPECIFIC CONTRACT PROVISION GRIEVED ARTICLE(S): \_\_\_\_\_ SECTION(S) NO. \_\_\_\_\_

C. STATEMENT OF GRIEVANCE: (including time, place and event leading to the grievance) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. RELIEF SOUGHT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE OF FILING \_\_\_\_\_

E. DISPOSITION OF GRIEVANCE BY IMMEDIATE SUPERVISOR (OR SUPERINTENDENT): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF IMMEDIATE SUPERVISOR \_\_\_\_\_ DATE OF RESPONSE \_\_\_\_\_

NAME OF COUNSEL OR UNION REPRESENTATIVE \_\_\_\_\_

WHITE TO IMMEDIATE SUPERVISOR

YELLOW TO SUPERINTENDENT

PINK TO UNION

GOLDENROD TO GRIEVANT

**SALARY SCHEDULE**  
**The School Board of Lee County, Florida**  
**Support Personnel Association of Lee County**  
**(SPALC)**  
**1996-1997**

| NON-UNIFORMED EMPLOYEES AND BUS ATTENDANTS/MONITORS |                          |  |              |                                     |                        |  |
|---|--------------------------|--|--------------|-------------------------------------|------------------------|--|
| Object<br>Code                                      | JDE<br>Locator<br>Number | TITLE  | Pay<br>Grade | Other Than<br>12 Month<br>Work Year | Assessment<br>Form No. |  |
| 170.00  | A-11.00                  | ASSISTANT/ATTENDANTS/MONITORS:   |              |                                     |                        |  |
|   | A-11.02                  | Basic, ESE   | 2            | 187                                 | MIS-644                |  |
|   | A-11.01                  | Bus  | 2            | 186                                 | MIS-644                |  |
|   | A-11.06                  | Bus Monitor  | 3            | 186                                 | MIS-644                |  |
|   | A-11.05                  | Clinic   | 2            | 187                                 | MIS-644                |  |
|   | A-11.03                  | Self-Care: Works<br>with students who<br>require extensive<br>assistance with<br>position, eating, etc.<br>Paygrade assignment must<br>be approved by Director of<br>Exceptional Student<br>Education. | 3            | 187                                 | MIS-644                |  |
| 170.00  | C-8.01                   | Child Care Worker  | 1            | 187                                 | MIS-644                |  |
| 115.00  | B-1.01                   | Bookkeepers (all<br>school centers)  | 5            | 216                                 | MIS-644                |  |
| 102.00  | C-11.00                  | CLERKS   |              |                                     |                        |  |
|   | C-11.01                  | Accounting Clerk<br>(other than Pay-<br>roll and Budget)   | 5            |                                     | MIS-643                |  |
| 123.00  | C-16.01                  | Clerk Specialist<br>(other than<br>Personnel)  | 4            |                                     | MIS-643                |  |
| 124.00  | C-21.01                  | Clerk Typist (other<br>than Personnel)   | 3            | Pgs.6,7&8                           | MIS-643                |  |
| 120.00  | C-11.02                  | Data Entry Clerk   | 4            | Pgs.6,7&8                           | MIS-643                |  |
| 123.00  | C-11.03                  | Inventory Clerk  | 2            |                                     | MIS-643                |  |
| 123.00  | C-11.04                  | Mail Clerk   | 4            |                                     | MIS-643                |  |
|   |                          | Mail Clerk, Asst.  | 3            |                                     |                        |  |
| 173.00  | D-1.08                   | Data Processor   | 5            | 226 & 255                           | MIS-643                |  |
| 179.00  | P-1.01                   | Head Start<br>Instructor,<br>Paraprofessional  | 7            | 196                                 | MIS-644                |  |
| 144.00  | H-11.00                  | HELPING TEACHERS   |              |                                     |                        |  |
|   | H-11.01                  | Environmental Edu.   | 7            | 196                                 | MIS-644                |  |
|   | H-11.05                  | Helping Teacher  | 3            | 187+196                             | MIS-644                |  |
|   | H-11.04                  | Helping Teacher,<br>Special Centers  | 3            | 187+196                             | MIS-644                |  |



|        |            |  |   |                 |         |
|--------|------------|--|---|-----------------|---------|
|        | H-11.03    | Interpreter  | 7 | 196             | MIS-644 |
| 197.00 | O-1.05     | PBX Operator   | 4 |                 | MIS-643 |
| 161.00 | S-1.00     | SECRETARIES:   |   |                 |         |
|        | S-1.01     | Advanced County Staff Secretary (other than those listed in Salary Schedule "N") | 5 | 206,216+<br>255 | MIS-643 |
|        | S-1.03     | County Staff Secretary   | 4 | 206,216+<br>255 | MIS-643 |
|        | S-1.08     | School Secretary   | 4 | pgs6,7,&8       | MIS-643 |
| 183.00 | S-11.00    | SPECIALISTS:   |   |                 |         |
|        | S-11.06    | Automation Specialist  | 6 |                 | MIS-643 |
|        | S-11.10    | Insurance Claims Specialist  | 5 |                 | MIS-643 |
|        | S-11.15    | Facilities Specialist  | 5 |                 | MIS-643 |
| 122.00 | S-11.01    | Inventory Specialist   | 7 |                 | MIS-643 |
| 174.00 | S-11.05(1) | Job Training Specialist (I JTPA)   | 8 |                 | MIS-644 |
| 174.00 | S-11.05(2) | Job Training Specialist (JTPA)   | 7 |                 | MIS-644 |
| 174.00 | S-11.05(3) | Job Training Specialist (JTPA)   | 6 |                 | MIS-644 |
| 149.00 | D-1.16     | Systems Librarian  | 6 |                 | MIS-643 |
| 191.00 | W-1.01     | Word Processor/<br>Typesetter  | 5 |                 | MIS-643 |

UNIFORMED EMPLOYEES

| <u>Object Code</u> | <u>JDE Locator Number</u> | <u>TITLE</u>  | <u>Pay Grade</u> | <u>Other Than 12 Month Work Year</u> | <u>Assessment Form No.</u> |
|--------------------|---------------------------|---|------------------|--------------------------------------|----------------------------|
| 110.00             | A-260.00                  | ASSISTANT FOREMEN:                                      |                  |                                      |                            |
|                    | A-26.01                   | Shipping Receiving                                      | 5                |                                      | MIS-642                    |
|                    | A-26.02                   | Stock Control   | 4                |                                      | MIS-642                    |
| 106.00             | A-31.01                   | Assistant Manager, Food Ser.                            | 3                | 190                                  | MIS-635                    |
| 188.00             | P-11.01                   | Bindery Worker  | 2                |                                      | MIS-642                    |
| 121.00             | C-11.09(1)<br>C-11.09(2)  | Clerk, Stockroom  | 3                |                                      | MIS-642                    |
| 129.00             | C-56.00                   | CRAFTS & TRADES WORKERS:<br>HVAC, Chillwater Technician | 8                |                                      |                            |
|                    | C-56.02                   | Air Conditioning/Refrigeration & Chillwater Mechanic    | 6                |                                      | MIS-642                    |
|                    | C-56.01                   | Airconditioning/Refrigeration Mechanic                  | 5                |                                      | MIS-642                    |
|                    | C-56.03                   | Carpenter   | 5                |                                      | MIS-642                    |

|        |            |   |   |     |         |
|--------|------------|---|---|-----|---------|
|        | C-56.04    | Electrician                                     | 6 |     | MIS-642 |
|        | C-56.05    | Fire Extinguisher<br>Serviceman                 | 6 |     | MIS-642 |
|        | C-56.06    | Glazier   | 5 |     | MIS-642 |
|        | C-56.07    | Locksmith                                       | 5 |     | MIS-642 |
|        | C-56.08    | Mason   | 5 |     | MIS-642 |
|        | C-56.11    | Millwright/Machinist                            | 5 |     | MIS-642 |
|        | C-56.12    | Office Machine Repair<br>Specialist             | 5 |     | MIS-642 |
|        | C-56.13    | Office & Sewing<br>Machine Repair<br>Specialist | 5 |     | MIS-642 |
|        |            | Electronic Technician                           | 6 |     |         |
| 129.00 | C-56.00    | CRAFTS & TRADES WORKERS                         |   |     |         |
|        | C-56.14(1) | Painter, Signs                                  | 5 |     | MIS-642 |
|        | C-56.14    | Painter   | 5 |     | MIS-642 |
|        | C-56.15    | Plumber   | 6 |     | MIS-642 |
|        | C-56.17    | Roofer  | 6 |     | MIS-642 |
|        | C-56.18    | Tile Setter                                     | 5 |     | MIS-642 |
|        | C-56.20    | Wastewater Plan Operator                        | 6 |     | MIS-642 |
|        | C-56.21    | Welder  | 5 |     | MIS-642 |
| 130.00 | C-61.01    | Custodian                                       | 1 |     | MIS-642 |
|        | D-26.01    | DRIVERS:  |   |     |         |
| 116.00 | D-26.02    | Driver, School Bus<br>Operator                  | 4 |     | MIS-549 |
| 135.00 | D-26.01    | Driver, Other Than Bus                          | 1 |     | MIS-549 |
| 193.00 | D-16.01    | Driver Trainer/<br>Safety Coord.                | 4 |     | MIS-638 |
| 140.00 | F-1.04     | Food Services Worker                            | 1 | 190 | MIS-634 |
| 142.00 | G-6.02     | Graphic Designer                                | 5 |     | MIS-642 |
| 187.00 | G-1.00     | GROUP LEADERS:                                  |   |     |         |
|        | G-1.08     | Carpenter (+supplement)                         | 5 |     | MIS-642 |
|        | G-1.06     | Mason (+supplement)                             | 5 |     | MIS-642 |
|        | G-1.07     | Mechanic, Maintenance<br>(+supplement)          | 5 |     | MIS-642 |
|        | G-1.03     | Millwright/Machinist<br>(+supplement)           | 5 |     | MIS-642 |
|        | G-1.01     | Painter (+supplement)                           | 5 |     | MIS-642 |
|        | G-1.02     | Sites   | 3 |     | MIS-642 |
|        | G-1.04     | Welder (+supplement)                            | 5 |     | MIS-642 |
| 155.00 | C-61.00    | HEAD CUSTODIANS:                                |   |     |         |
|        | C-61.02    | Head Custodian III                              | 2 |     | MIS-642 |
|        | C-61.02    | Head Custodian I and II<br>(+supplement)        | 2 |     | MIS-642 |
|        | M-1.00     | MANAGERS:                                       |   |     |         |
| 146.00 | M-1.03     | Manager, Intern, Food Svs.                      | 2 | 196 | MIS-635 |

|        |           |                                    |   |         |         |
|--------|-----------|------------------------------------|---|---------|---------|
| 159.00 | M-1.09    | Manager, Parts,<br>Transportation  | 4 |         | MIS-635 |
| 150.00 | M-6.00    | MECHANICS:                         |   |         |         |
|        | M-6.01    | Mechanic, Chief, Transport         | 6 |         | MIS-642 |
|        | M-6.02    | Mechanic                           | 5 |         | MIS-642 |
|        | M-6.03    | Mechanic, Service                  | 3 |         | MIS-642 |
|        | M-6.04    | Mechanic, Tank Operator            | 4 |         | MIS-642 |
|        | M-11.00   | MESSENGERS:                        |   |         |         |
| 113.00 | M-11.01   | Courier/AV Repairman               | 5 |         | MIS-642 |
| 151.00 | M-11.02   | Messenger/Courier/Printing         | 3 | 196+255 | MIS-642 |
| 185.00 | O-1.03    | Offset Camera Operator             | 5 |         | MIS-642 |
| 186.00 | O-1.00    | PRINTERS:                          |   |         |         |
|        | O-1.07    | Head Press Operator                | 6 |         | MIS-642 |
|        | O-1.04(1) | Press Operator I                   | 5 |         | MIS-642 |
|        | O-1.04(2) | Press Operator II                  | 4 |         | MIS-642 |
| 191.00 | P-14.01   | Proofreader                        | 5 |         | MIS-643 |
| 163.00 | S-31.01   | Security Guard                     | 3 | 187+255 |         |
| 192.00 | S-6.01    | Sites Worker                       | 2 |         | MIS-642 |
| 189.00 | O-1.06    | Snack Bar Operator-<br>Vo Tech     | 2 |         | MIS-634 |
| 177.00 | S-11.11   | Stock Control Specialist<br>Supply | 4 |         | MIS-642 |
| 196.00 | T-6.00    | TECHNICIANS:                       |   |         |         |
|        | T-6.04    | Technician, Computer               | 6 |         | MIS-642 |
|        | T-6.0     | Technician, Electronics            | 6 |         | MIS-642 |
|        | T-6.      | Technician, HVAC<br>Chillwater     | 8 |         | MIS-642 |
|        | T-6.03    | Technician, Paint & Body           | 5 |         | MIS-642 |
|        | T-6.02    | Technician, Pest Control           | 5 |         | MIS-642 |
|        | T-6.01    | Technician, TV                     | 6 |         | MIS-642 |
|        | T-6.11    | Technician, Voice/<br>Data Wiring  | 6 |         | MIS-642 |
| 183.00 | C-56.22   | Turf Specialist                    | 4 |         | MIS-642 |
| 143.00 | C-56.19   | Utility Worker                     | 3 |         | MIS-642 |

**1996-97 SALARY SCHEDULE SCHEDULE "S"**

**A UNIFORMED EMPLOYEES (This term refers to all employees and positions previously designated as members of the SPALC bargaining unit, prior to the 1993 merger of bargaining units.)**

| 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 16 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|
| 1     | 6.42   | 6.59   | 6.80   | 6.99   | 7.22   | 7.44   | 7.66   | 7.91   | 8.12   | 8.35    | 8.63    | 8.86    | 9.11    | 9.39    | 9.68    | 9.98    |
| 2     | 6.99   | 7.22   | 7.44   | 7.66   | 7.91   | 8.12   | 8.35   | 8.63   | 8.86   | 9.11    | 9.39    | 9.68    | 9.98    | 10.27   | 10.57   | 10.91   |
| 3     | 7.66   | 7.91   | 8.12   | 8.35   | 8.63   | 8.86   | 9.11   | 9.39   | 9.68   | 9.98    | 10.27   | 10.57   | 10.91   | 11.22   | 11.56   | 11.92   |
| 4     | 8.35   | 8.63   | 8.86   | 9.11   | 9.39   | 9.68   | 9.98   | 10.27  | 10.57  | 10.91   | 11.22   | 11.56   | 11.92   | 12.27   | 12.63   | 13.05   |
| 5     | 9.11   | 9.39   | 9.68   | 9.98   | 10.27  | 10.57  | 10.91  | 11.22  | 11.56  | 11.92   | 12.27   | 12.63   | 13.05   | 13.40   | 13.79   | 14.23   |
| 6     | 9.98   | 10.27  | 10.57  | 10.91  | 11.22  | 11.56  | 11.92  | 12.27  | 12.63  | 13.05   | 13.40   | 13.79   | 14.23   | 14.65   | 15.08   | 15.51   |
| 7     | 10.91  | 11.22  | 11.56  | 11.92  | 12.27  | 12.63  | 13.05  | 13.40  | 13.79  | 14.23   | 14.65   | 15.08   | 15.51   | 16.01   | 16.50   | 16.98   |
| 8     | 11.92  | 12.27  | 12.63  | 13.05  | 13.40  | 13.79  | 14.23  | 14.65  | 15.08  | 15.51   | 16.01   | 16.50   | 16.98   | 17.47   | 17.99   | 18.54   |

**C NON-UNIFORMED EMPLOYEES (This term refers to all employees and positions previously designated as members of the ESPLC bargaining unit, prior to the 1993 merger of bargaining units.)**

| 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 16 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|
| 1     | 6.47   | 6.66   | 6.87   | 7.06   | 7.28   | 7.51   | 7.74   | 7.97   | 8.19   | 8.45    | 8.71    | 8.95    | 9.22    | 9.48    | 9.77    | 10.10   |
| 2     | 7.06   | 7.28   | 7.51   | 7.74   | 7.97   | 8.19   | 8.45   | 8.71   | 8.95   | 9.22    | 9.48    | 9.77    | 10.10   | 10.37   | 10.69   | 11.02   |
| 3     | 7.74   | 7.97   | 8.19   | 8.45   | 8.71   | 8.95   | 9.22   | 9.48   | 9.77   | 10.10   | 10.37   | 10.69   | 11.02   | 11.31   | 11.66   | 12.04   |
| 4     | 8.45   | 8.71   | 8.95   | 9.22   | 9.48   | 9.77   | 10.10  | 10.37  | 10.69  | 11.02   | 11.31   | 11.66   | 12.04   | 12.38   | 12.73   | 13.15   |
| 5     | 9.22   | 9.48   | 9.77   | 10.10  | 10.37  | 10.69  | 11.02  | 11.31  | 11.66  | 12.04   | 12.38   | 12.73   | 13.15   | 13.53   | 13.94   | 14.35   |
| 6     | 10.10  | 10.37  | 10.69  | 11.02  | 11.31  | 11.66  | 12.04  | 12.38  | 12.73  | 13.15   | 13.53   | 13.94   | 14.35   | 14.80   | 15.24   | 15.67   |
| 7     | 11.02  | 11.31  | 11.66  | 12.04  | 12.38  | 12.73  | 13.15  | 13.53  | 13.94  | 14.35   | 14.80   | 15.24   | 15.67   | 16.17   | 16.64   | 17.14   |
| 8     | 12.04  | 12.38  | 12.73  | 13.15  | 13.53  | 13.94  | 14.35  | 14.80  | 15.24  | 15.67   | 16.17   | 16.64   | 17.14   | 17.64   | 18.17   | 18.72   |

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