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7-1-1993

Lee County, Florida School Board and Support Personnel Association of Lee County (1993)

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Lee County, Florida School Board and Support Personnel Association of Lee County (1993)

Location

Lee Co., FL

Effective Date

7-1-1993

Expiration Date

8-15-1994

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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Comments

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AGREEMENT

Between

The School Board of Lee County

and

Support Personnel Association of Lee County

1993-94



3,263
units

X-8/15/94

JUL 11 1996

JUL 11 1996

TABLE OF CONTENTS
1993-94

	PAGE NUMBERS
Preamble and Definitions	
Article 1	Recognition 1
Article 2	Dues Check-Off 2
Article 3	Rights and Privileges of Parties 3-5
Article 4	Safety 6
Article 5	Grievance Procedure 7-9
Article 6	Employee Working Conditions 10-11
Article 7	General Employment Practices 12-16
Article 8	Job Posting Bidding and Promotions 17-18
Article 9	Leaves 19-27
Article 10	Holidays and Vacations 28
Article 11	Miscellaneous 29
Article 12	Compensation 30-32
Article 13	Health Benefits 33-35
Article 14	Bus Operators/Attendants/Monitors 36-42
Article 15	Other Benefits 43-45
Article 16	Alcohol and Drug Free Workplace 46-47
Article 17	School Based Decision Making 48-49
Article 18	Duration and Acceptance 50
Appendix A	Grievance Form 51
Appendix B	Salary Schedule 52-55
Index	56

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.

**ARTICLE 1
RECOGNITION**

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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.

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**ARTICLE 3
RIGHTS AND PRIVILEGES OF PARTIES**

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

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

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

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

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

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

1 intended changes. The Association shall provide a copy of each notice to the principal or
2 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 his
15 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 and
17 the president's (or designee's) supervisor. The cumulative total granted to the president and
18 designees shall not exceed forty (40) work days per year. The leave must be scheduled in
19 a manner that will not adversely affect the operation of the school district. The Association
20 President may not use more than thirty (30) days, and no other individual may use more than
21 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 a
25 period not to exceed one (1) year. In order to obtain such leave, the employee must comply
26 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 include
30 items to be discussed. Management shall respond to such requests within five (5) days.
31 Any written agreements resulting from such meeting shall be ratified by the appropriate
32 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 Association
37 with fifteen (15) copies of the current employee directory free of charge. The Superintendent
38 shall also provide a quarterly printout of similar data on employees who are not included in
39 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 new
47 employees hired each month. Such information shall include the employee's name, date of
48 hire, department and job classification. The Association shall pay the Board actual cost

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

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

11 **3.13 - BARGAINING RELEASE TIME:** An employee who is a member of the bargaining
12 team shall be released from work on paid leave if the bargaining schedule conflicts with the
13 employee's work schedule. In such event, the Association shall pay a qualified substitute
14 except for impasse, mediation or upon mutual agreement of the parties. Otherwise, the
15 employee's supervisor may adjust the employee's work schedule with the consent of the
16 employee.
17

18 **3.14 - CALENDAR COMMITTEE:** The Association shall have four (4) representatives as
19 members of the Calendar Committee. Participation on the Calendar Committee shall not
20 waive the Association's right to bargain those elements of the calendar that relate to wages,
21 hours, terms and conditions of employment.
22

23 **3.15 - FACILITIES:** The Association shall have the privilege of using school facilities and
24 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 taken on the form and return a copy to the bus operator within five days. The District will provide training for bus operators/attendants/monitors in methods of maintaining discipline.

**ARTICLE 5
GRIEVANCE PROCEDURE**

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5 **5.01 - DEFINITION:** A grievance is defined as a claim by a named employee, or a group of
6 named employees, or the Association through the President, that there has been a violation,
7 misinterpretation or misapplication of articles in this Agreement. A grievance shall be
8 processed as hereinafter provided.
9

10 **5.02 - REPRESENTATION:** All members of the unit have the right to be represented by the
11 Association in the resolution of a grievance. Nothing herein shall be construed to mandate
12 Association representation of a unit member who is not also a member of the Association;
13 nothing herein shall be construed to prevent any member of the unit from presenting his own
14 grievance in person or by counsel and having such grievance adjusted without the
15 intervention of the Association, if the adjustment is consistent with the terms of this
16 Agreement, and if the Association has been given the opportunity to be present at the
17 meeting called for the resolution of such grievances.
18

19 **5.03 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at
20 any time and at any step of this procedure. The same grievance may not be filed a second
21 time by the same grievant.
22

23 **5.04 - WORKING DAYS:** For the purpose of this grievance procedure, work days are
24 defined as Monday through Friday, and when the summer schedule is in effect, Monday
25 through Thursday, exclusive of holidays specified in this Agreement.
26

27 **5.05 - DATE OF DISPOSITION:** The date on which the supervisor delivers the written
28 disposition to the grievant or the date of postmark in those instances where delivery is by
29 mail.
30

31 **5.06 - INFORMAL RESOLUTION PROCEDURE:** In the event that any employee believes
32 that there is a basis for a grievance, he shall, within ten (10) working days of the alleged
33 violation, schedule a meeting with his immediate supervisor to informally discuss the alleged
34 violation. The meeting will take place within two (2) working days of the date the employee
35 notifies the supervisor. If after the informal discussion has concluded and the violation still
36 exists after two (2) working days the grievant may utilize the formal grievance procedure.
37 The grievant must initiate the grievance within seven (7) working days of the informal
38 discussion. The grievant may choose to have an Association representative present during
39 the informal discussion.
40

41 **5.07 - GRIEVANCE PROCEDURES:**
42

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

1 grievance to the grievant within seven (7) working days of the meeting and shall furnish a
2 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 shall
8 meet with the grievant and his representative(s) within ten (10) working days of the date of
9 filing. The Superintendent shall furnish his written disposition of the grievance to the grievant
10 within seven (7) working days of such meeting and shall furnish a copy thereof to the
11 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 grievance
16 to arbitration in accordance with the rules of the American Arbitration Association.
17 Submission of a grievance to arbitration shall be initiated by the grievant, his counsel or by
18 his designated Association representative, by filing a written request with the American
19 Arbitration Association and with the Superintendent within ten (10) working days of the date
20 of the Step II disposition of the grievance or the expiration of time limits for a disposition.
21 The disposition of the grievance made by the arbitrator shall be binding on both parties;
22 providing that the arbitrator shall have no power to add to, subtract from, modify, or otherwise
23 alter the terms of the collective bargaining agreement. The grievance may be settled while
24 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 rights
43 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 to
9 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 misapplication
19 or misinterpretation of the terms of this Agreement shall be deemed a waiver by said
20 employee(s) and the Association of their right to resort to the grievance of procedure.

21
22 **5.109 - Jurisdiction:** When the Association and the supervisor agree that the supervisor will
23 waive Step I, the grievant may file the grievance and proceed through the grievance
24 procedure from the informal proceeding to step II. In the case where an alleged violation
25 exists at multiple work sites or affects a broad class of employees, the parties may by mutual
26 agreement begin at Step II of the grievance procedure.

27
28 **5.110 - Grievance Forms:** Grievance forms (Appendix A) shall be furnished to the
29 Association by the Superintendent. The Association shall make grievance forms available
30 to employees.

ARTICLE 6
EMPLOYEE WORKING CONDITIONS

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5 **6.01 - WORK WEEK:** The work week shall consist of not more than forty (40) hours. The
6 work week shall be from Saturday 12:01 A.M. to Friday 12:00 midnight.
7

8 **6.02 - LENGTH OF WORK DAY:** The work day for office personnel shall be eight (8) hours
9 including a duty free lunch period of thirty (30) minutes, except in case of emergency. When
10 one (1) hour lunch is assigned or given only thirty (30) minutes of that period will be paid.
11 The work day for head custodians shall be eight (8) hours including a duty free lunch period
12 of thirty (30) minutes, except in case of emergency. The work day for maintenance and
13 central supply personnel shall be eight (8) hours excluding a duty free lunch period of thirty
14 (30) minutes. The work day for custodians shall be no more than eight (8) hours including
15 a duty free lunch period of thirty (30) minutes, except in cases of emergency. The work day
16 for transportation employees shall be according to Article 14 of this agreement. The work day
17 for instructional assistants and attendants shall be no more than seven (7) hours including
18 a paid lunch period of thirty (30) minutes, except in case of emergency. The work day for
19 Food Service personnel shall be no more than seven (7) hours including a lunch period no
20 less than the previous contract year, except in case of emergency. Lunch periods shall be
21 duty free except as otherwise determined by the supervisor. Employees assigned in federal
22 grant programs may have a work week based on program requirements.
23

24 **6.021 - CHANGES IN ALLOCATIONS:** When allocations at any worksite require that any
25 employee have a change in hours, the employee shall be notified of the change five (5) days
26 prior to the effective date of the change, except for the first fifteen (15) days of the school
27 year. Employees shall be reduced in hours due to changes in worksite allocations in order
28 of their district seniority, from least seniority to greatest seniority provided the senior
29 employee has the ability to perform the available work in a satisfactory manner. Employees
30 shall be increased in hours due to changes in worksite allocations in descending district
31 seniority provided the senior employee has the ability to perform the available work in a
32 satisfactory manner.
33

34 **6.03 - OVERTIME:** All authorized work performed in excess of forty (40) hours in any one
35 week shall be considered overtime and shall be paid at the overtime rate of one and one-half
36 (1-1/2) times the employee's regular rate of pay. Paid holidays and sick leave for one day
37 during the work week shall be counted as time worked for the purpose of computing
38 overtime.
39

40 **6.031 - DISTRIBUTION OF OVERTIME:** Overtime work will be distributed equitably among
41 employees by job classification and organizational unit based on seniority. The distribution
42 of overtime shall not delay or increase the cost of the Board's operation. Temporary
43 imbalances in the distribution of overtime will be subsequently corrected. Should no qualified
44 employee agree to overtime work, the employer shall assign overtime work in the inverse
45 order of seniority.
46

47 **6.04 - REST PERIODS:** Employees who work six (6) hours per day or more shall receive
48 two (2) rest periods of fifteen (15) minutes each, preferably one in the morning and one in
49 the afternoon except as follows:

1 **6.041** - Bus Operators/Attendants/Monitors are entitled to rest periods as bus schedules
2 permit.

3
4 **6.042** - Employees who work four (4) or more, but less than six (6), hours will receive at least
5 one fifteen (15) minute rest period per day.
6

7 **6.05 - MEAL PERIODS:** Employees not specifically mentioned previously shall continue to
8 enjoy meal periods as in effect to the date of this Agreement. The meal period shall be as
9 near as possible to the middle of the work shift. Employees may leave the work site during
10 the meal period.
11

12 **6.06 - EMERGENCY MAKE UP DAYS:** When it is necessary to close schools as a result of
13 a hurricane or other natural disaster, employees will be notified via radio and television, if
14 possible, prior to the beginning of the work day. Employees who do not make up said time
15 during their work year will not be paid for these days and pay will be deducted from the last
16 paycheck of the fiscal year in which the days are missed or from the employee's last
17 paycheck in the event the employee terminates sooner.
18

19 **6.061** - For employees who work 187, 190, 196, 201 or 206 days, including bus operators,
20 the time shall be made up on the days that students are scheduled to make up school.
21

22 **6.062** - For employees who work 216 and 226 days, the time shall be made up by extending
23 the contract year by the number of days missed.
24

25 **6.063** - For employees who work 260 days per year, time will be made up by extending the
26 length of the work day as determined by the Superintendent.
27

28 **6.064** - The Board reserves the right to waive make up time.
29

30 **6.07 - CHANGES IN SHIFT SCHEDULE:** When it is necessary to change the shift schedule
31 of employees in a job classification at a work site, employees will be given 30 days notice.
32

33 **6.08 - CALL BACKS:** Employees who are called back to the job after the end of their work
34 days shall be compensated at time and one-half for a minimum of two (2) hours. This
35 section does not apply to an extended work day.
36

37 **6.09 - STAGGERED WORK YEAR:** The Board reserves the right to stagger the work year
38 of 216 and 226-day employees. By March 15 the principal at each school site shall post a
39 schedule of work years for the period April 16 through April 15 of the next year. Employees
40 may then bid a work year based on seniority between March 15 and April 15. Thereafter,
41 work years shall be assigned to employees on a first-come first-served basis. If an employee
42 fails to request a work year, one shall be assigned by the principal by April 15. When an
43 employee's staggered work year extends beyond the ending date specified on the current
44 Board approved Instructional Personnel Calendar, the employee shall be required to
45 complete the full 216 and 226-days schedule of employment prior to September 1.
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**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 desire. After

1 consideration of job requirements and student needs, employees who have the highest
2 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 upon
12 written authorization by the Risk Management Department. The specific work limitation will
13 be forwarded to the employee's supervisor from the treating physician. The employee will
14 remain in his/her job site, performing appropriate duties as identified by his/her supervisor
15 for a period of ten (10) work days. No later than eleven (11) days after returning to limited
16 duty, the employee will be evaluated by his/her physician and, if not released for full duty,
17 will be returned for limited duty for the work period not to exceed ten (10) work days. At the
18 completion of the second ten (10) day period, if the employee is not able to return to a
19 full-duty status, he will be evaluated by the physician, principal/supervisor and the Risk
20 Management Department to determine the employee's status. Alternatives such as returning
21 to workers' compensation off-duty status, continuation of limited duty assignments, Alternate
22 Duty assignments, and/or other assignments will be reviewed with the employee.

23
24 **7.05 - ALTERNATE DUTY ASSIGNMENTS**:

- 25
26 a. Employees who have experienced a workers' compensation injury and who
27 have achieved maximum medical improvement as determined by an approved
28 physician and are unable to return to their previous position may be eligible
29 for alternate duty assignments. Employees will be evaluated for alternate duty
30 by the Risk Management Department.
31
32 b. Alternate Duty assignments are trainee positions at job sites to be identified
33 by the Personnel Department after a thorough review of the employee's job
34 history, qualifications, and physical limitations. Positions such as clerk typist,
35 data entry and teachers' assistants are some of the possible opportunities for
36 Alternate Duty training.
37
38 c. All Alternate Duty positions will be funded from the Workers's Compensation
39 loss fund budget, as directed by the Risk Management Department.
40

41 **7.051 - Wages**: Employees selected for Alternate Duty assignments will be paid in
42 accordance with the appropriate salary schedule, but in no case shall the employee receive
43 less than the amount received prior to the injury.
44

45 **7.052 - Duration**: The training period will extend until one of the following events occur:
46

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

9 **7.053 - Continued Employment:** Following a successful training period, employees who
10 continue employment in a new assignment and are paid at a rate less than their pre-injury
11 rate shall be reimbursed for any loss of wages which occurs due to the acceptance of the
12 position in accordance with the appropriate wage loss procedures as defined by Section
13 440.02, Florida Statutes.
14

15 **7.06 - SENIORITY AND REDUCTION-IN-FORCE:**
16

17 **7.061 - Seniority:** Seniority is the length of continuous service with the Board as a full or
18 part-time employee. Any tie in seniority shall be broken by drawing lots to determine the
19 senior employee(s). Members of the Association may be present during the lottery process.
20 Employees lose their seniority as a result of the following:
21

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

31 **7.062 - Layoff:** The Board will determine the classification by departments and schools to
32 be reduced. The Board will notify the Association in advance of any reduction-in-force or
33 reduction in hours action. Employees will be laid off or reduced in hours in the inverse order
34 of their seniority in the district. Employees who are laid off or reduced in hours may fill a
35 vacant position, if qualified. In the event that two or more employees affected have the same
36 amount of seniority, the Superintendent shall make the final decision.
37

38 **7.063 - Recall:** Employees in layoff or reduced in hours status will retain recall rights for two
39 (2) years and shall have preference over applicants. Recall will be made by certified mail
40 with restrictive delivery to the last address in the employee's records. Within ten (10)
41 calendar days after receiving notice, laid off or reduced employees must respond to
42 Personnel. Failure to respond shall constitute a resignation by the employee.
43

- 44 a. Recall will be offered to laid off or reduced employees if they are qualified to
45 perform the job. A laid off or reduced employee, when offered recall, who
46 is temporarily unable to return due to medical reasons certified by a licensed
47 medical provider, may request an extension of recall.
48

1 b. Employees with the greatest seniority in that classification shall be recalled
2 first.

3
4 **7.064 - Seniority List:** The Superintendent agrees to provide the President of the
5 Association a current seniority list by March 1 of each year and prior to any reduction in
6 force.

7
8 **7.07 - EMPLOYEE PERFORMANCE ASSESSMENT:** Each employee will receive a written
9 performance assessment of his work at least once during each contract year.

10
11 **7.071 -** Each employee's written performance assessment shall be discussed with him by the
12 supervisor.

13
14 **7.072 -** After discussion of the performance assessment, the employee shall sign the
15 performance assessment, acknowledging that he has been shown the report and that it has
16 been discussed with him by the assessor.

17
18 **7.073 -** If the employee disagrees with his performance assessment, he may submit a written
19 statement which shall, upon request of the employee, be attached to the Board's copy.

20
21 **7.074 -** Each employee shall be given a copy of his performance assessment within ten (10)
22 calendar days after completion; but not later than April 1. Additional performance
23 assessments completed after April 1 will be given to each employee within ten (10) calendar
24 days after completion.

25
26 **7.075 -** All discussion of a performance assessment by a supervisor shall be conducted in
27 private.

28
29 **7.076 -** No employee in the unit shall complete or sign performance assessments of other
30 employees.

31
32 **7.08 - PERSONNEL FILES:**

33
34 **7.081 -** Each employee has the right to have another person accompany him to review his
35 personnel file, if he so chooses. Such review shall be made before or after the employee's
36 work day or during duty-free lunch, unless the employee is on leave, in the presence of the
37 person responsible for the safekeeping of the personnel files.

38
39 **7.082 -** The Board will provide, within five (5) work days, a copy of as much of the contents
40 of the employee's personnel file as is requested in writing by the employee. The cost of
41 duplication of such records shall be paid by the employee.

42
43 **7.083 -** Each employee has the right to comment in writing concerning any materials in his
44 personnel record.

45
46 **7.09 - DISCIPLINE:** Allegations of employee misconduct or unsatisfactory job performance
47 shall be reviewed by the Director of Personnel at the request of the employee's supervisor.

1 The Department of Personnel Services shall conduct an informal predetermination
2 conference to review the allegations. Employees will be given at least two days prior written
3 notice, whenever possible, of the predetermination conference and shall be advised of their
4 right to have a representative accompany them and present relevant information. After all
5 information has been considered, the Director of Personnel shall make a recommendation
6 of any disciplinary action to the Superintendent. Recommended actions may include, but are
7 not limited to, letters of warning and reprimand, suspension without pay, retraining or other
8 assistance and dismissal from employment.
9

10 **7.091 - Reprimand:** Any written reprimand (or warning) shall be furnished to the employee
11 and the employee shall sign the reprimand or warning for the sole purpose of indicating that
12 he has received the statement and has discussed it with the supervisor. If the employee
13 refuses to sign, the reprimand will be provided to the employee and placed in the employee's
14 personnel file. The employee will have an opportunity to submit a written response which
15 will be placed in the employee's personnel file.
16

17 **7.092 - Suspension:** Suspensions shall be subject to the grievance procedure. In the event
18 that grievant prevails, the suspension shall be removed from all personnel files. All notices
19 of suspension shall be in writing and delivered to the employee with a copy to the
20 Association within five (5) days of the decision to suspend.
21

22 **7.093 - Dismissal:** The employee and the Association shall receive written notice of a
23 recommendation for dismissal. Such notice shall include the reasons for the
24 recommendation to dismiss. The employee shall either be entitled to a hearing before the
25 Board or may file a grievance but may not do both.
26

27 **7.094 -** Any discipline during the contract year, including reprimand, suspension, demotion
28 or termination shall be for just cause.
29

30 **7.10 - NONREAPPOINTMENT:** During the first three (3) years of employment and upon
31 written request, the employee shall be granted a conference with the Superintendent for the
32 purposes of reviewing the decision not to renew the employee's contract. The decision of
33 the Superintendent shall be in writing and shall be furnished to the employee within ten (10)
34 work days after the conference. The decision is final and not subject to the grievance
35 procedure unless it is arbitrary or capricious. After three (3) years of successful employment,
36 no employee's contract shall be nonrenewed except for just cause.
37

38 **7.101 -** An employee who is being considered for nonreappointment due to poor performance
39 shall receive written notice from the supervisor by May 1.
40

41 **7.102 -** An employee who is being considered for nonreappointment based upon misconduct
42 occurring after May 1 will receive written notice as soon as that decision is made by the
43 supervisor.
44

45 **7.11 - INJURY:** The Board assures employees of its support when employees have followed
46 the laws and regulations of the State and the policies of the Board in carrying out their
47 responsibility. An employee involved in injury to himself, a student or to another employee
48 shall immediately report same to his supervisor and thereafter make such written reports as
49 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. Current employees of the district who apply shall be given first consideration prior to other applicants. If the Superintendent determines that two or more applicants are equally qualified, the applicant with the most in-district experience will be offered the position. If an unsuccessful applicant makes a written request to the supervisor 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. Qualified employees in the unit shall be given preference.

8.013 - Persons who have been hired as temporary employees and have worked successfully for six (6) months or longer shall be considered 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 an
2 accurate reflection of performance expectations is maintained. The Board shall provide the
3 Association with a letter notifying the Association of the proposed changes and copies of any
4 proposed changes in job descriptions for existing positions prior to the placement of the
5 proposed changes on the School Board agenda. If the Association wishes to bargain the
6 impact of such changes on the unit, the Association shall notify the Board of same in writing
7 by the Association within five (5) working days of the date of the Board's letter of notification.
8

9 **8.025** - If an employee is asked by a supervisor to leave the worksite on district business,
10 using his personal vehicle, the Board shall reimburse the employee for actual mileage and
11 furnish liability insurance coverage as provided by the District's self insurance plan. No
12 employee shall be required to use his personal vehicle for district business.
13

14 **8.03 - TRAINING OPPORTUNITIES:** Employees who are eligible may enroll in supplemental
15 vocational programs as provided in Article 15, Other Benefits.
16

17 **8.04 - TEMPORARY REASSIGNMENTS:** When the head custodian, building supervisor,
18 food service manager or foreman is on leave for a period of five (5) or more days and the
19 principal/supervisor deems it necessary, another employee at the site may be designated to
20 assume those duties. In such cases, the designee shall be paid the same pay grade as the
21 employee replaced, but in no event shall there be a reduction in pay.
22

23 When an employee is assigned to work at a classification, other than those specified in the
24 preceding paragraph, in a pay grade higher than the employee's regular pay grade for more
25 than ten (10) days, the employee shall be paid at the higher pay grade for all days worked
26 in that position beyond the tenth (10th) day.
27

28 **8.05 - SUBSTITUTES:** If an employee is on an approved leave of absence, and no substitute
29 is utilized, no additional duties shall be distributed to other employees unless comparable
30 duties are specified by the principal, supervisor or designee as duties not to be completed.
31

32 **8.06 - INTERNS:** Interns may be identified as needed for the efficient operation of the school
33 system and to provide advancement opportunities for employees. At the end of the
34 internship, employees not promoted to positions in which the internship was served shall be
35 returned to a position comparable to the position held prior to serving the internship.
36

37 **8.07 - SATELLITE WORK SITES:** In departments where zones, regions or satellite work
38 sites are established, employee preferences by seniority will be considered. The
39 Superintendent reserves the right to assign employees as needed. Bidding procedures shall
40 be established through labor/management meetings in each department affected.
41

42 **8.08 - SUBCONTRACTING:** The Board agrees to utilize subcontractors only for a specific
43 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

1 year without limit to the number of hours that may be accrued. Any leave charged against
2 sick leave shall be paid leave. If termination occurs after the employee has used more sick
3 days than he earned that contract year, and if he/she has no sick leave accumulated from
4 prior years, the Board will withhold an amount of the employee's daily rate of pay for each
5 sick day used that has not been earned. Terminal pay benefits for accrued sick leave are
6 defined hereinafter.

- 7
- 8 a. **Claims:** An employee is eligible for sick leave for his own illness as well as
9 illness or death of father, mother, brother, sister, husband, wife, child, member
10 of his household or other close relative if approved by the 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 return
25 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 of
32 the work day, the employees shall be charged only actual time for said
33 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 for
37 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 leave
3 credits, an employee must match each day transferred with a sick leave day
4 earned in Lee County.
5

6 g. **Reinstatement of Accrued Sick Leave:** When an employee interrupts
7 service through termination and subsequently returns to employment in the
8 district without having used his district accrued sick leave credit in another
9 Florida school district, such accrued sick leave credit shall become valid on
10 the first 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 with
17 pay, less any Workers' Compensation payments, for a period not to exceed ten (10) work
18 days in any fiscal year regardless of the number of illnesses or injuries, nor to exceed ten
19 (10) days per any single illness or injury when that illness or injury continues or recurs from
20 one fiscal year to succeeding fiscal years, when he/she has to be absent from work because
21 of a personal injury received in the discharge of his/her duties. Illness-in-line-of-duty leave
22 is intended to deal with the illnesses normally known as childhood diseases, such as, but not
23 limited to, mumps, measles and chicken pox. This leave does not include normal adult
24 illnesses such as colds and influenza. This leave is non-cumulative. In addition to the
25 conditions listed below, for both illness and injury-in-line-of-duty, the Board reserves the right
26 to request a second medical opinion from a physician designated by the Board. Any
27 additional expense incurred as a result of this requirement will be paid by the Board.
28

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

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

41
42 b. In order to be considered for illness-in-line-of-duty leave, the following
43 conditions must be met:
44

- 45 1. The employee must furnish a letter from a medical doctor, who treated
46 the patient, stating that in his/her opinion, there is a strong probability
47 that the illness was contracted on the job.
48

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

3 c. Any employee who has claim for compensation while absent because of injury
4 or illness incurred as prescribed herein, shall file a claim on the standard
5 leave form provided by the Board with his/her principal or other immediate
6 supervisor by the end of the fifth working day following the employee's return
7 to duty after the leave for illness or injury-in-the-line-of-duty.
8

9 **9.023 - Personal Leave:** All employees shall make a written application for personal leave.
10 The employee shall not be entitled to pay while on personal leave except as provided herein.
11 Personal leave is to allow employees to attend to personal business or matters which cannot
12 be attended to outside of the employee's regular work day. Employees who abuse personal
13 leave may be subject to disciplinary action.
14

15 a. **Invalid Use of Personal Leave:** Personal leave, whether without pay or
16 charged to sick leave, shall not be used by school based personnel or
17 transportation department employees at the following times, except with the
18 specific written permission of the Superintendent:
19

- 20 1. the day immediately prior to or following a holiday or employee
21 vacation;
22
23 2. the five (5) work days immediately preceding and following the
24 student's school year;
25
26 3. on any day while summer school is in session.
27

28 b. **Personal Leave Charged to Sick Leave:**
29

- 30 1. Each employee may take up to five (5) days of personal leave with pay
31 during each fiscal year which is charged to accumulated sick leave.
32 All requests for personal leave charged to sick leave shall be made at
33 least three (3) work days in advance except in cases of emergency.
34 In cases of emergency, the employee shall be charged only actual
35 time for said emergency leave if he has first reported to work. If the
36 reason for absence is an emergency and prior written request is not
37 possible, the employee shall notify his principal or supervisor as soon
38 as possible prior to the absence.
39
40 2. The use of personal leave charged to sick leave shall be subject to the
41 following conditions:
42
43 a) it is not cumulative.
44
45 b) it need not be approved if the Superintendent determines that
46 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 household for

1 either maternity or paternity leave will be approved at one time.
2 Paternity leave will only be granted for the period following the birth
3 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 leave
7 request shall include the date the leave is to commence as determined by the employee in
8 consultation with her licensed provider. Except in the case of an emergency, a request for
9 maternity leave shall be made at least thirty (30) calendar days prior to the date on which
10 the leave is to begin. Maternity leave shall be without pay, except that the employee must
11 file a claim to use accrued sick leave during that period of leave for which a medical disability
12 exists. Approval of a claim for maternity leave shall be contingent upon certification of
13 pregnancy by a licensed medical provider. In the event that the leave request does not
14 specify a return date, the employee shall notify the Superintendent at least twenty (20)
15 working days prior to her intended return date. Such notice shall be given no later than April
16 1 in order for the employee to be considered for return to duty that school year. The
17 employee may return to duty on the date requested upon receipt by the Superintendent of
18 certification from a licensed provider stating that she is physically capable of performing her
19 job. In the event that leave is approved by the Board effective on or after the first day of the
20 fourth quarter of a school year, a request for the next fiscal year shall not extend beyond the
21 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 military
27 character. Such extended leave shall be without loss of seniority but is not paid leave. An
28 employee shall be granted leave to participate when called for active federal military service.
29 The first thirty (30) days of leave is with full pay and the remainder is without pay. Such
30 leave terminates thirty (30) days after release or discharge from active military service. Such
31 leave shall be without loss of seniority and shall be credited to the employee for experience
32 credit on the salary schedule. Nothing herein shall be construed to expand any military leave
33 privileges other than those provided by applicable state and federal law.
34

35 **9.026 - Jury Duty Leave:** Any employee, including those employed for summer school, who
36 is subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee
37 shall not be reimbursed for meals, lodging and travel while on leave. Per diem paid by the
38 court for such purposes may be retained by the employee.
39

40 **9.027 - Witness Leave:** When an employee is subpoenaed, he shall be granted temporary
41 duty leave. Temporary duty with pay shall not be granted for court attendance when an
42 employee is a party to the litigation. The employee may retain any fees. In the event no
43 fees are awarded by the court, and the employee is testifying for the Board, he will be
44 eligible to be paid per diem and travel expenses as provided in Board policy. A request for
45 reimbursement must be filed by the employee.
46

47 **9.028 - Temporary Duty:** An employee may be assigned temporary duty away from his
48 regular job. Temporary duty may include participation in surveys, meetings, study courses,

1 workshops and similar services. Such assignment may be initiated by the Superintendent
2 or the employee. Temporary duty is not leave. The employee and the Superintendent must
3 mutually agree on temporary duty.
4

5 **9.029 - Insurance Coverage:** The insurance coverage of any employee who is granted a
6 leave terminates on the first scheduled pay day that the employee does not receive a
7 paycheck, except as otherwise provided by law. To continue insurance coverage during the
8 leave period, the employee must remit all premiums due thereafter when permitted.
9

10 **9.03 - SICK LEAVE BANK:** Nothing in this section shall be interpreted to change any of the
11 other provisions herein pertaining to accrued leave.
12

13 **9.031 - Membership:** Any full-time employee may enroll in the Sick Leave Bank between
14 August 15 and September 30 provided the following three requirements are met:
15

- 16 a. Continuous employment for at least one (1) year.
 - 17 b. Accrual of six (6) leave days by September 1.
 - 18 c. Donation of a seventh or subsequent sick leave day by October 15.
- 19

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

26 **9.032 - Ineligibility:** Any employee who receives sick leave bank benefits and is not entitled
27 thereto shall reimburse the District for all benefits received and the Board shall restore the
28 sick leave days to the Sick Leave Bank.
29

30 **9.033 - Contributions:** In the event the number of days in the SLB balance falls below thirty
31 percent (30%) of the number of SLB members, each member of the SLB must contribute one
32 (1) day from his accumulated sick leave to the SLB. In the event an SLB member cannot
33 contribute an additional day due to leave exhaustion, he is not then using the SLB, the
34 additional day shall automatically be his next accrued sick leave day.
35

36 **9.034 - Duration:** If both membership in the SLB and the number of days in the SLB fall
37 below three hundred (300), the SLB shall be discontinued, and all remaining in the SLB shall
38 be distributed as provided herein.
39

40 **9.035 - Administration:**

- 41 a. The SLB will be administered by the Personnel Department.
- 42 b. An Overview Committee consisting of two (2) employees appointed by the
43 Superintendent and two (2) employees appointed by the Association shall
44 review the administration of the SLB, investigate alleged abuses, and
45 determine eligibility as herein provided. Committee members shall be
46
47

1 provided a quarterly report showing the number of SLB members, balance of
2 days, and number of applications for use.
3

4 **9.036 - Benefits:** The SLB shall be used only by an SLB member for his personal illness
5 or disability and may not be used because of the illness, disability, or death of any other
6 person.
7

8 a. In the event of a catastrophic illness of a participating employee which causes
9 the employee to be absent from work for an extended period of time, the
10 employee may receive paid leave as follows:
11

12 1. The employee must first use all accumulated sick leave, and all other
13 forms of paid leave available;
14

15 2. The employee must then use unpaid leave for ten (10) consecutive
16 work days;
17

18 3. The employee must make application to the SLB and submit medical
19 justification for the number of required days;
20

21 4. The employee is eligible for up to one hundred (100) continuous paid
22 work days in a school year or a total of one hundred (100) days for
23 any one illness or disability. When an employee uses one hundred
24 (100) days for any one illness or disability and returns to work, the
25 employee shall again become eligible to use days for the same illness
26 or disability after a three (3) year period from the date of return to
27 work.
28

29 b. In the event of a second catastrophic illness of a participating employee
30 which occurs within one calendar year of the date the employee returned to
31 work after utilizing the Sick Leave Bank and the employee is approved for
32 sick leave benefits, the ten (10) days of unpaid leave shall be waived.
33

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

41 **9.037 - Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon
42 a finding of such abuse, the employee shall repay all of the sick leave credits drawn from the
43 SLB and may be subject to disciplinary action.
44

45 **9.038 - Discontinuance:** If it should be necessary to discontinue the SLB, unused sick leave
46 in the SLB will be distributed as follows:
47

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

26 **9.039 - Hold Harmless:** The Association, its officers and agents, and the members of the
27 unit shall hold the Board, its officers, employees and agents harmless from any and all claims
28 which may be brought by any of its member(s), members(s) of the unit, or any authorized
29 litigant with respect to the establishment or administration of the SLB.

**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 260 days 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 260 days 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.

10.025 - In the case of the death of an employee, payment for accrued annual leave shall 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%) above his salary step increase. The additional increase shall be retroactive to July 1. If the board receives additional revenue pursuant to the third calculation of the WFTE by the Florida Department of Education, such additional revenue, less any reductions or shortfalls in any other State or local funding source, shall be applied as an additional proportional salary increase retroactive to July 1, 1993.

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.

12.05 - LONGEVITY PAY: After completing twenty (20) continuous years of employment, excluding outside experience credit, an employee shall receive an additional supplement of \$510.00 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 \$765.00 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.

12.07 - ASBESTOS CONTROL TEAM: Employees who are members of the Asbestos Control Team shall be paid an additional \$5.00 per hour for time spent working in the asbestos abatement area dressed in complete protective gear.

1 **12.08 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon
2 completion of an application available from the school site or the Personnel Office. If an
3 employee terminates direct deposit, he may not re-enroll for one calendar year from the date
4 of termination.
5

6 **12.081 - Optional Pay Delivery Location for Bus Operators:** Each bus operator shall be
7 given a pay delivery choice form at the pre-school orientation. The operator shall specify on
8 the form the transportation regional office to which his paycheck shall be delivered.
9

10 **12.09 - PAY DELIVERY PROCEDURES:**
11

12 **12.0901 -** Employees who work less than 260 days per year (except bus operators,
13 attendants and monitors), must work at least five (5) days to be eligible for a pay check on
14 the first pay date that occurs after returning to work. This pay check, if issued, shall be for
15 days worked; however, no employee will receive more than a pay period rate. Thereafter,
16 a pay period rate will be issued on the middle of the month payroll and the end of the month
17 payroll, except for the September end of the month payroll, which will be two pay period rates
18 less the amount paid on the first pay date that occurs after returning to work in the current
19 fiscal year. The balance of contract shall be issued on the next to last payday of the
20 employee's work year less an amount equal to days worked in the final pay period. For
21 employees who do not receive a partial check on the first pay date that occurs after returning
22 to work, the employee will receive a pay period rate each pay period until the next to the last
23 pay date of the employee's work year when the employee receives the balance of contract
24 salary less an amount equal to days worked in the final pay period.
25

26 **12.0902 - Final Pay:** The employees shall receive a final paycheck equal to days worked
27 in the final pay period on the pay date immediately following the last scheduled work date.
28

29 **12.0903 -** When the 15th or last day of the month falls on a weekend or holiday, checks will
30 be issued on the last scheduled work day prior to the weekend or holiday.
31

32 **12.0904 -** Any leave without pay by an employee which is in excess of the final paycheck will
33 be deducted from the first paycheck following the employee's return.
34

35 **12.0905 -** Bus operators, attendants and monitors shall be paid for actual hours worked each
36 pay period. The first paycheck shall be issued on September 15 and the final paycheck shall
37 be issued on June 30. Each paycheck will represent actual hours worked up to the cutoff
38 date of the previous pay period.
39

40 **12.0906 -** Pay for extra hours worked and overtime shall be paid no later than the next pay
41 period after the extra hours or overtime was worked, provided there are at least eight (8)
42 days between the extra hours worked and the next pay period.
43

44 **12.0907 -** All absences less than a full day must be reported in the same reporting period
45 as full day absences are reported.
46

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

7
8 **12.0909** - Pay checks will be delivered in a manner that insures confidentiality. Upon written
9 request, an employee shall receive his pay check in an envelope.

10
11 **12.0910** - Within thirty (30) work days after ratification of this agreement by the parties, a
12 joint task force of sixteen (16) members, eight (8) of whom shall be appointed by the
13 Superintendent including the chairman, and eight (8) of whom shall be appointed by the
14 Association, shall meet. The joint task force shall make recommendations regarding the
15 implementation of the District's salary and job classification study. In order to be
16 implemented, any task force recommendations shall be incorporated in the contract after they
17 have been ratified by both the Board and the Association.

**ARTICLE 13
HEALTH BENEFITS**

13.01 - LIFE INSURANCE: The Board will provide for twenty thousand dollars (\$20,000) of term life insurance for each employee with an additional twenty thousand dollars (\$20,000) accidental death and dismemberment insurance. Coverage shall begin on the date of employment. Each employee may also purchase through payroll deduction an additional twenty thousand dollars (\$20,000) [to be increased to sixty thousand (\$60,000) during the 1993-94 school year] of term life insurance and an additional twenty thousand dollars (\$20,000) [to be increased to sixty thousand dollars (\$60,000) during the 1993-94 school year] accidental death and dismemberment insurance.

13.02 - COMPREHENSIVE HOSPITALIZATION: The Board will provide hospitalization/major medical insurance coverage for each 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.

13.021 - Health insurance benefits shall be provided effective July 1, 1991 as follows:

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

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

13.024 - During the 1993-94 fiscal year, the Board shall pay 100% of the health insurance premium for all full-time employees. From July 1, 1993 to September 30, 1993 all premiums shall remain unchanged from the 1992-93 fiscal year. Effective October 1, 1993, through September 30, 1994, the cost of dependent coverage shall be as shown below, and 100% (\$210.97) of the cost of the individual employee coverage shall be paid by the Board. An additional \$17.83 per employee per month will be contributed by the Board to supplement employees' dependent health coverage. Employees who elect dependent coverage shall pay the premium selected according to the following:

Coverage	Monthly Amount	24 Pay Amount	20 Pay Amount
Spouse	\$179.94	\$ 89.97	\$107.97
Child	\$147.54	\$ 73.77	\$ 88.53
Children	\$167.10	\$ 83.55	\$100.26
Family	\$248.16	\$124.08	\$148.90

1 **13.03 - LIABILITY:** The Board will provide liability coverage in an amount not to exceed one
2 million dollars (\$1,000,000) per employee for the annual policy year.

3
4 **13.04 - ANNUITY PROGRAM:** The Board will make available through payroll deduction or
5 reduction, Board approved tax sheltered annuities. The procedures for making such
6 programs available shall be as provided by policy of the Board.

7
8 **13.041 - Income Protection Coverage:** All employees covered by this contract are eligible
9 for a voluntary payroll deduction for Income Protection Coverage. Participation in this plan
10 is voluntary and at the employee's expense. Coverage under the plan shall be by mutual
11 agreement of the Board and the bargaining unit.

12
13 **13.05 - SECTION 125 PLAN:**

14
15 **13.051 -** The Section 125 Program is, as defined by IRS Section 125 Florida Benefit Plan,
16 a method of offering employees a variety of fringe benefit options to select in order to best
17 meet their own personal need. A "menu" of options is offered. Each option provides a
18 benefit or combination of benefits.

19
20 **13.052 -** All employees covered by this contract may participate in this Section 125 Plan at
21 their own expense. To be eligible to participate in the plan, an employee must be under
22 contract, appointed or on Board approved leave. Employees on Board approved leave must
23 submit the monthly premium to the Board in advance if the leave is without pay. Participation
24 in the plan by newly hired employees shall be effective based upon the specifications of each
25 individual benefit.

26
27 **13.053 -** Monies saved by the Board during the 1993-94 fiscal year from a reduction in the
28 Board's social security contribution for each employee who participates in the IRS Section
29 125 Plan shall be set aside. These funds shall be used for the adjustment of pay grades as
30 mutually agreed upon by the parties.

31
32 **13.054 -** Newly hired employees shall sign an enrollment form indicating their selection(s) or
33 waiver at the time they sign their individual contract with the Lee County School Board. Each
34 employee's selection shall be binding until the employee changes his/her selection; however,
35 no changes will be made during the year, except those changes allowed under IRS
36 regulations or state and federal law. An employee may change selections by completing an
37 enrollment form during the anniversary period of the Section 125 Plan and forwarding the
38 form to the Payroll Department prior to the last day of the anniversary period. Requested
39 changes will be implemented for premium deduction in the month following the anniversary
40 period.

41
42 **13.055 -** The Section 125 Plan benefit options shall include but not be limited to the
43 following:

- 44
45 a. Medical Reimbursement Coverage;
46 b. Dependent Comprehensive Hospitalization;
47 c. Additional Term Life and AD&D Coverage;
48 d. Dental Plan Coverage;
49 e. Cancer Coverage;
50 f. Vision Care Coverage.

1 **13.056** - Added coverage under the Plan shall be by mutual agreement of the Board and all
2 collective bargaining unit representatives.

3
4 **13.06 - GENERAL PROVISIONS:** The Board's contribution for applicable insurance benefits
5 specified herein shall be for 12 months. Insurance coverages and annuity programs shall
6 be in accordance with the provision of the laws of Florida and the policies and procedures
7 adopted by the Board.

8
9 **13.07 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of this
10 Agreement by the parties, a joint task force of 16 members, eight (8) of whom shall be
11 appointed by the Superintendent, including the chairman, and eight (8) of whom shall be
12 appointed by the Association, representing all affected bargaining units, shall meet. The joint
13 task force shall review the current insurance programs and workers' compensation issues.
14 It will explore alternatives, improvements, changes and specifications to the existing
15 insurance programs. In order to be implemented, any committee recommendations shall be
16 incorporated in the contract after they have been ratified by both the Board and the
17 Association.

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ARTICLE 14
BUS OPERATORS, ATTENDANTS AND MONITORS

14.01 - OPERATOR, ATTENDANTS AND MONITORS SENIORITY DATE:

- a. **OPERATOR SENIORITY DATE:** A substitute operator's seniority date for the purpose of employment as regular employee operator is the first day of continuous compensated training that leads to receipt of a bus operator's license or recommendation for appointment.
- b. **BUS ATTENDANTS/MONITORS SENIORITY DATE:** The date of initial appointment as a regular attendant/monitor shall be the same as the attendant/monitor seniority date and shall be established as follows: the date of seniority of a substitute will be the date of completion of the mandatory training course and recommendation for appointment.

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

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

14.012 -REGULAR EMPLOYEE SENIORITY DATE:

14.0121 - Bus Operators: The bus operator seniority date as a regular employee shall be the first day of continuous compensated training that leads to receipt of a bus operator's license. Current operators who have identical seniority dates will have their dates recalculated by the last four (4) digits of the operator's social security number.

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

11 **14.0122 - Bus Attendant/Monitors:** Although the appointment of a bus attendant/monitor
12 is not effective until approved by the Board, the employee seniority date as a regular
13 employee shall be defined to be the date of the personnel action form which reflects the
14 Transportation Department's recommendation for appointment to the Superintendent.
15

- 16 a. An employee who is rehired must meet all eligibility requirements and accept
17 reappointment as a substitute.
18
19 b. Current employees who are not employed as bus attendants or monitors and
20 who apply and are recommended may be appointed to that position without
21 serving as a substitute if they meet all other eligibility requirements.
22

23 **14.02 - FIELD TRIP REIMBURSEMENT:**
24

25 **14.021 - Reimbursement for Meals:** For all out-of-county field trips of one day or less, and
26 for all overnight trips when lodging is provided by the user, employees will be reimbursed for
27 meals at the prescribed rate. For all out-of-county overnight trips when lodging is not
28 provided by the user, the employee may file a travel expense report for reimbursement as
29 provided by School Board policy. Reimbursement will be based on the time from which the
30 operator begins to drive the bus to the time when the operator parks the bus. Requests for
31 reimbursement shall be filed by the Transportation Department within thirty (30) days
32 following the trip.
33

34 **14.022 - Reimbursement for Daily Field Trips:** For all in-county trips which cannot be
35 accomplished during the minimum day for operators and for all out-of-county field trips,
36 except overnight trips, employees will be paid at their regular hourly rate. Field trips which
37 occur between July 1 and the first student school day of the new school year will be paid at
38 the employee's regular hourly rate for the preceding school year. Employees will receive
39 retroactive pay for field trips occurring after the date of the opening of school. The number
40 of hours to be paid for a field trip will be calculated from the time from which the operator
41 begins to drive the bus to the time when the operator parks the bus.
42

43 **14.023 - Reimbursement for Overnight Field Trips:** Employees will be reimbursed for all
44 out-of-county overnight field trips at their regular hourly rate as described in 14.022, up to
45 a maximum of twelve (12) hours reimbursement for each calendar day the employee is away,
46 provided that no employee may work more than forty (40) hours in any work week unless
47 approved by the Director of Transportation.
48

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

8 **14.025 - Bus Preparation for Out-Of-County Trips:** Operators shall be paid one (1)
9 additional hour per field trip for bus preparation and cleaning.
10

11 **14.026 - Distribution of Out-Of-County Trips:** To be eligible for out-of-county trips,
12 employees must complete one full school year or ten (10) work months of employment as
13 a bus operator, attendant or monitor. When requested by the employee in writing, time
14 worked in excess of one-half year or five (5) months as a substitute will be counted toward
15 eligibility.
16

17 **14.027 - Trip Assignment:** Trips will be assigned on the basis of seniority and operational
18 region to those employees who have notified the Director of Transportation in writing on the
19 form provided by the Board prior to the first day of school of their availability for out-of-county
20 trips. Employees who become eligible or request assignments or reinstatement after the first
21 day of school shall be added to the end of the list. If an employee elects to reject an
22 assignment, he will be passed over until his name comes up again in rotation.
23

- 24 a. Field trips missed by an employee due to an authorized absence will not
25 cause the employee operator to miss his turn. That employee will be offered
26 the next available field trip.
27
- 28 b. Upon written request by the employee to the Director, an employee's name
29 may be withdrawn from the list of eligible employees. When an employee is
30 on leave, his name shall be passed over.
31
- 32 c. The name of any employee who misses an assigned trip or fails to decline a
33 trip within 24 hours from notification of assignment will miss his next turn.
34
- 35 d. Assignments out of rotations for emergencies (employee cancellations after
36 hours and on weekends) must be approved by the Regional Supervisor or the
37 Director of Transportation.
38
- 39 e. Employees shall be removed from the trip roster for the remainder of the
40 school year after the fourth rejection of a field trip within a single school year.
41
- 42 f. Classroom assistants and helping teachers will not replace bus attendants or
43 monitors on buses utilizing lifts for field trips.
44

45 **14.028 - In-County Field Trips:** All in-county field trips not included in the seven (7) hour
46 guaranteed minimum day program will be assigned on the basis of seniority and operational
47 region to those operators who have notified the Director of Transportation, in writing on the
48 form provided by the Board, prior to the first day of school of their availability for in-county

1 trips. Operators who become eligible or request assignment after the first day of school,
2 shall be added to the end of the list. If an operator elects to reject an assignment, he will
3 be passed over until his name comes up again in rotation.
4

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

23 **14.029 - Outside Vendors:** Field trips will not be assigned by the Transportation
24 Department to other employees or to outside vendors if any regular bus operator or
25 substitute is available. Bus employees assigned to an out of county trip cancelled one week
26 or less prior to the day of the trip, due to the use of an outside vender shall be compensated
27 for one and one-half (1 1/2) hours and shall be placed at the top of the trip list.
28

29 **14.03 - MINIMUM DAY FOR OPERATORS:** All regular bus operators will be guaranteed a
30 minimum of seven (7) hours per day when school is in session. The minimum requirements
31 shall not apply to summer school.
32

33 **14.031 -** The work day shall include the daily hours approved on the route time and mileage
34 report for each driver plus one-half (1/2) hour daily for non-route time.
35

- 36 a. Any driver whose approved route exceeds six and one-half (6-1/2) hours per
37 day will be paid for excess time to the nearest quarter hour at his regular
38 hourly rate.
39
- 40 b. The one-half (1/2) hour daily nonroute time shall be used by operators for
41 activities needed to perform their normal duties. Duties include, but are not
42 limited to fueling and cleaning of bus, completion of surveys and other paper
43 work and conducting pretrip inspections.
44
- 45 c. Operators selecting a work day (14.031) of less than seven (7) hours per day
46 will be assigned additional duties. Additional duty time may be accumulated
47 up to twenty (20) work days and may be assigned during weeks other than
48 the week in which generated and paid. Hours worked as defined in 6.02,

1 including additional time paid back, may not exceed a total of 40 hours per
2 week. These additional duties may include, but not be limited to, the
3 following:

- 4
5 1. Attendance at operator's meetings or additional training sessions,
6 provided that the operator is given five (5) work days advance written
7 notice;
- 8
9 2. In-county field trips that will occur during the hours of 7:30 a.m. to 4:30
10 p.m. At least 24 hours' notice will be provided, except in an
11 emergency. Bus operators will not be required to assume emergency
12 duty when a cancellation of a previous commitment would create an
13 undue hardship.
- 14
15 3. Trips to the garage for bus service, inspection and/or repair,
16 breakdown time, and additional runs.
- 17
18 4. Assignment of extra duties at the Transportation Department or school
19 sites shall include but not be limited to mail, parcel and parts pickup
20 and delivery, assistance with routing and reports, scheduled stand-by
21 and other similar duties. With the agreement of the operator, the
22 duties may include radio, data entry, telephone contacts, typing and
23 other general office duties, and assisting with supervision of students
24 outside the classroom. Custodial, maintenance and food service work
25 will not be assigned. These duties may be assigned during the work
26 day provided that notice is given no later than the last work day of the
27 preceding week.
- 28
29 5. Emergency duties may be assigned by the Transportation Department,
30 and shall be considered additional duty. Bus operators will not be
31 required to assume emergency duty when a cancellation of a previous
32 commitment would create an undue hardship.
- 33
34 6. Any operator assigned to duties between 11:00 a.m. and 1:00 p.m.
35 shall be provided a one-half (1/2) hour unpaid lunch period when
36 needed, except that operators assigned to field trips will be provided
37 lunch time as bus schedules permit.

38
39 **14.032** - Operators who do not have adequate additional duty hours to cover mandatory
40 meetings or training sessions will be reimbursed at their regular hourly rate.

41
42 **14.033** - Drivers who prefer to work fewer than thirty-five (35) hours per week may be exempt
43 from the minimum day by submitting a written request to the Director of Transportation by
44 the first day of preschool or upon initial employment. Exemptions are subject to approval by
45 the director and shall remain in effect during the school year unless otherwise approved.
46 Operators who are exempt from the minimum day shall not be eligible for field trip
47 assignments and shall be paid for actual route time and an additional one-half (1/2) hour per
48 work day non-route time. No extra duties will be assigned to these routes.

1 **14.04 - MINIMUM DAY FOR ATTENDANTS/MONITORS:** All regular bus attendants and
2 monitors will be guaranteed a minimum of a 20 hour week during the regular school year for
3 all weeks when school is in session for five (5) days. During weeks when school is in session
4 for fewer than five (5) days , bus attendants and monitors will be guaranteed an average of
5 four (4) hours per day for each day worked. Bus attendants and monitors who are required
6 to attend area training meetings will be paid their regular hourly rate for time in attendance
7 at such meetings.
8

9 **14.041 - Route, Time and Mileage Sheets** - A copy of the route, time and mileage sheets
10 shall be given to the attendant/monitor anytime one is submitted to the driver of their bus.
11

12 **14.05 - ROUTE/REGIONAL AREA BIDDING:**
13

14 **14.0501** - Route bidding for all regular school year routes shall occur annually no earlier than
15 one week prior to preschool and no later than the last day of the preschool training period
16 and for summer school routes no earlier than two weeks prior to the first day of summer
17 school and no later than two days prior to the first day of summer school. All regular
18 operators have the right to bid on any regular route and the designated parking area of a
19 route may not be changed. Special education routes will be offered to operators and
20 attendants who qualify by experience or training as determined by the Director of
21 Transportation. Monitors have the right to bid on regional areas during the regular school
22 year and on special education routes, if qualified by experience or training, during the
23 summer. Employees assigned to the transportation department during the regular school
24 year immediately preceding summer school shall bid on summer routes prior to transferred
25 or new employees.
26

27 **14.0502** - Descriptions of all routes will be posted at a designated location at least 40 work
28 hours prior to the beginning of the bidding procedure.
29

30 **14.0503** - Routes shall be listed by:
31

- 32 a. Total estimated route time;
 - 33 b. Bus number and type of bus;
 - 34 c. Required parking are;
 - 35 d. School served;
 - 36 e. Approximate beginning and ending time;
 - 37 f. Special education.
- 38

39 **14.0504** - Routes will include any permanently assigned standby time, intramural runs, and
40 activity runs.
41

42 **14.0505** - The location of bus parking is the decision of the Transportation Department. All
43 employees must furnish their own transportation to the original bus departure point.
44

45 **14.0506** - Employees will receive written notification of their assigned seniority number, along
46 with the time and date to select his route. Employees who do not appear during their
47 assigned time may select a route at the end of the specified time block during which they

1 appear. Any employee who does not appear will be assigned an available route at the
2 conclusion of the bidding process.

3
4 **14.0507** - An employee who is unable to attend the route bidding on the specified day or time
5 may execute a proxy. The proxy must be presented at the employee's assigned time and
6 place for bidding.

7
8 **14.0508** - As routes are filled during the bidding, the name of the employee who elects the
9 route will be placed on the master list, so that employees who have yet to bid will know which
10 routes are available.

11
12 **14.0509** - New routes that are created after all bidding is completed and any vacated routes
13 shall be filled by a substitute employee .

14
15 **14.0510** - Bus routes shall be bid as posted. Routes may be adjusted and buses may be
16 reassigned by the Director of Transportation after bidding is completed.

17
18 **14.0511** - A regular route shall be defined as a route for which there is a funded position.

19
20 **14.0512** - When the supervisor determines that a route change is necessary, the bus
21 employee(s) affected shall be consulted about the reasons for the change, the new route and
22 the pupil bus load before the change is made. The supervisor shall then consider the
23 employee's input and shall thereafter notify the employee the day a change is confirmed.

24
25 **14..06 - TRANSPORTATION COMPOUNDS/FACILITIES:** Every effort will be made to equip
26 transportation satellite compounds, whether temporary or permanent, with sanitary, water and
27 waste disposal facilities and paper products. Facilities shall be maintained to ensure proper
28 health and hygiene. When sanitary, water, waste disposal or paper products are not
29 available at the compound bus employees will be notified as to the location of facilities to be
30 used.

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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:

- 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.

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 \$178.50 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:

- 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
9 accrued and valid sick leave days credited to the employee at the daily rate of pay of the
10 employee at the time of termination. The amount of terminal pay shall be computed as
11 follows:

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

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

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

44
45 **15.07 - TRAINING OPPORTUNITIES:** Training shall be provided to employees at the
46 expense of the Board. The Superintendent will make a written annual assessment of training
47 needs by department. A copy of the assessment will be sent to the Association by July 1.
48 Qualified employees will be offered an annual training opportunity based on their job duties,

1 length of employment, if relevant, and technological advances in the trade. All training
2 required by the Board will carry inservice points as prescribed by the Staff Development
3 Department. Employees attending required training outside the employee's regular work
4 schedule will be paid at their regular hourly rate or at the overtime hourly rate.
5

6 **15.071 - TRAINING INCENTIVE:** As an incentive for employees to improve their proficiency
7 on the job, a \$100.00 stipend will be offered for personnel who have earned a specific
8 number of points through participation in related community college course or Adult and
9 Community Education courses. Only one stipend per employee will be awarded per school
10 year. Interested employees are required to seek verification of eligibility for training
11 incentives by submitting an application to the Principal or Director indicating the course
12 requested and justification of relevance to the employee's position prior to enrolling in the
13 course. Applications will be available at each work site and through the Staff Development
14 Department. Employees are not eligible to receive the Trade Certification Supplement and
15 the Training Incentive for the same activity.
16

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

ARTICLE 16
ALCOHOL AND DRUG-FREE WORKPLACE

1
2
3
4
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
27 activity related to the Lee County School Board no later than five (5) days
28 after conviction.

29
30 **16.04** - The Lee County School Board shall take one of the following actions, within thirty
31 (30) 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
34 assistance or rehabilitation program approved for such purposes by a federal,
35 state or local 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
39 terminated, at the discretion of the School Board, or
40
41 (3) take appropriate personnel action against such an employee, up to and
42 including termination.

43
44 **16.05** - No employee shall be required to submit to drug or alcohol testing without reasonable
45 cause.

46
47 **16.06** - Possession or use of prescription drugs by an employee for which he holds the
48 prescription is exempt from this section.

1 **16.07** - Employees who perform duties which require the disposition or confiscation of
2 alcoholic beverages or controlled substances are exempt from this section when performing
3 those specified duties.
4

5 **16.08** - Employee assistance will be available through the Personnel Department and the
6 Employee Assistance Program.
7

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

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ARTICLE 17
SCHOOL-BASED DECISION MAKING

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

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

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

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

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

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

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

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

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

17.027 - Expansion of Program: Each year there will be a district-wide secret ballot vote of the non-participating schools. The total number of participating schools can expand to include ten (10) schools in 1992-93 and fifteen (15) in 1993-94. All schools shall be eligible

1 to participate in 1994-95 and each thereafter. The voting procedures outlined in 17.021 will
2 be used in the selection of additional schools.

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

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

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ARTICLE 18
DURATION AND ACCEPTANCE

18.01 - All provisions of the Agreement shall remain in full force until August 15, 1994.

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, 1994. 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, 1994, unless otherwise agreed to by the parties.

18.04 - This Agreement is signed this 18th day of February, 1994.

In Witness Whereof:

For the Association

James A. Underwood
President

James F. Ashby
Bargaining Chairperson

Bruce W. Prout
Executive Director

For the Board

Margaret Piraini
Chairman

Bebbie D. Henderson
Interim Superintendent

John M. Hament
Chief Negotiator

THE SCHOOL DISTRICT OF LEE, COUNTY, FLORIDA

GRIEVANCE REPORT FORM

NAME OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL/DEPARTMENT: _____ JOB CLASSIFICATION: _____

HOME ADDRESS: _____ HOME PHONE: _____

NAME OF PERSON GRIEVANCE FILED WITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURED: _____

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)
1993-1994

NON-UNIFORMED EMPLOYEES AND BUS ATTENDANTS/MONITORS

Object Code	JDE	TITLE	Other Than		Assessment Form No.
	Locator Number		Pay Grade	260 Day Work Year	
170.00	A-11.00	ASSISTANTS/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 with students who require extensive assistance with position, eating, etc. Paygrade assignment must be approved by Director of Exceptional Student Education.	3	187	MIS-644
115.00	B-1.01	Bookkeepers (all school centers)	5	216	MIS-644
102.00	C-11.00	CLERKS:			
	C-11.01	Accounting Clerk (other than Payroll and Budget)	5		MIS-643
123.00	C-16.01	Clerk Specialist (other than Personnel)	4		MIS-643
124.00	C-21.01	Clerk Typist(other 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 + 260	MIS-643
179.00	P-1.01	Head Start Instructor, Paraprofessional	7	196	MIS-644
144.00	H-11.00	HELPING TEACHERS			
	H-11.01	Enviromental Edu.	7	196	MIS-644
	H-11.05	Helping Teacher	3	187+196	MIS-644
	H-11.04	Helping Teacher, 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+ 260	MIS-643
	S-1.03	County Staff Secretary	4	206,216+ 260	MIS-643
	S-1.08	School Secretary	4	pgs6,7,&8	MIS-643
	S-11.00	SPECIALISTS:			
190.00	S-11.06	Automation Specialist	6		MIS-643
183.00	S-11.10	Insurance Claims 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/ Typesetter	5		MIS-643

UNIFORMED EMPLOYEES

<u>Object Code</u>	<u>JDE Locator Number</u>	<u>TITLE</u>		<u>Other Than Pay Grade</u>	<u>260 Day 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) C-11.09(2)	Clerk, Stockroom	3			MIS-642

129.00	C-56.00	CRAFTS & TRADES WORKERS: HVAC, Chillwater Technician	8		
	C-56.02	Air Conditioning/Refrigeration & Chillwater Mechanic	6		MIS-642
	C-56.01	Air Conditioning/Refrigeration Mechanic	5		MIS-642
	C-56.03	Carpenter	5		MIS-642
	C-56.04	Electrician	6		MIS-642
	C-56.05	Fire Extinguisher 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 Specialist	5		MIS-642
	C-56.13	Office & Sewing Machine Repair 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 Operator	4		MIS-549
135.00	D-26.01	Driver, Other Than Bus	1		MIS-549
193.00	D-16.01	Driver Trainer/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-1.05	Bindery	4		MIS-642
	G-1.08	Carpenter (+supplement)	5		MIS-642
	G-1.06	Mason (+supplement)	5		MIS-642
	G-1.07	Mechanic, Maintenance	5		MIS-642
(+supplement)	G-1.03	Millwright/Machinist	5		MIS-642
(+supplement)	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	2		MIS-642

(+supplement)

	M-1.00	MANAGERS:			
146.00	M-1.03	Manager, Intern, Food Svs.	2	196	MIS-635
159.00	M-1.09	Manager, Parts, Transport.	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+260	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.104(1)	Press Operator I	5		MIS-642
	O-1.04(2)	Press Operator II	4		MIS-642
163.00	S-31.01	Security Guard	3	187+260	
192.00	S-6.01	Sites Worker	2		MIS-642
189.00	O-1.06	Snack Bar Operator- Vo Tech	2		MIS-634
177.00	S-11.11	Stock Control Specialist 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 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
19.00	C-56.22	Turf Specialist	4		MIS-642
143.00	C-56.19	Utility Worker	3		MIS-642

1993-94 SALARY 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	6.02	6.19	6.38	6.56	6.77	6.98	7.19	7.42	7.62	7.84	8.10	8.32	8.55	8.82	9.09	9.36
2	6.56	6.77	6.98	7.19	7.42	7.62	7.84	8.10	8.32	8.55	8.82	9.09	9.36	9.65	9.92	10.24
3	7.19	7.42	7.62	7.84	8.10	8.32	8.55	8.82	9.09	9.36	9.65	9.92	10.24	10.54	10.85	11.20
4	7.84	8.10	8.32	8.55	8.82	9.09	9.36	9.65	9.92	10.24	10.54	10.85	11.20	11.53	11.86	12.25
5	8.55	8.82	9.09	9.36	9.65	9.92	10.24	10.54	10.85	11.20	11.53	11.86	12.25	12.59	12.95	13.36
6	9.36	9.65	9.92	10.24	10.54	10.85	11.20	11.53	11.86	12.25	12.59	12.95	13.36	13.75	14.16	14.58
7	10.24	10.54	10.85	11.20	11.53	11.86	12.25	12.59	12.95	13.36	13.75	14.16	14.58	15.03	15.49	15.94
8	11.20	11.53	11.86	12.25	12.59	12.95	13.36	13.75	14.16	14.58	15.03	15.49	15.94	16.40	16.89	17.41

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	6.07	6.25	6.45	6.63	6.83	7.05	7.26	7.48	7.69	7.93	8.18	8.40	8.66	8.90	9.18	9.48
2	6.63	6.83	7.05	7.26	7.48	7.69	7.93	8.18	8.40	8.66	8.90	9.18	9.48	9.74	10.04	10.34
3	7.26	7.48	7.69	7.93	8.18	8.40	8.66	8.90	9.18	9.48	9.74	10.04	10.34	10.63	10.95	11.30
4	7.93	8.18	8.40	8.66	8.90	9.18	9.48	9.74	10.04	10.34	10.63	10.95	11.30	11.63	11.96	12.35
5	8.66	8.90	9.18	9.48	9.74	10.04	10.34	10.63	10.95	11.30	11.63	11.96	12.35	12.71	13.10	13.48
6	9.48	9.74	10.04	10.34	10.63	10.95	11.30	11.63	11.96	12.35	12.71	13.10	13.48	13.90	14.31	14.72
7	10.34	10.63	10.95	11.30	11.63	11.96	12.35	12.71	13.10	13.48	13.90	14.31	14.72	15.18	15.62	16.09
8	11.30	11.63	11.96	12.35	12.71	13.10	13.48	13.90	14.31	14.72	15.18	15.62	16.09	16.56	17.06	17.58

INDEX

PAGE NUMBERS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Alcohol 46

Assignments 13, 17

Association Leave 4

Association Representation:

 Safety Committee 6

 School Board Meetings 3

Bargaining Unit 1

Bargaining Release Time 5

Bulletin Boards 3

Calendar Committee 5

Compensation 30

Consultation 4

Courier Service 4

Definitions 3

Discipline 6, 15

Discrimination 3

Dismissal 16

Drugs 46

Dues 2

Duration of Contract 50

Employee Rights 3

Experience Credit 30

Facilities, Use of 5

Field Trips 37

Grievance Procedure:

 Arbitration 8

 Date of Disposition 7

 Definition 7

 Expenses 8

 Extension of Time Limits 8

 Forms 8

 Informal Resolution Procedure 7

 Procedure for Filing Grievance 7

 Release from Work 9

 Representation 7

 Time Limits 8, 9

 Withdrawal of Grievance 7

 Working Days 7

Holidays 28

Injury 13, 16

Insurance:

 Annuity Programs 34

 General Provisions 35

 Hospitalization 33

 Liability 34

1	Life	33
2	Section 125 Plan	34
3	Task Force	35
4	Job Descriptions	17
5	Job Posting	17
6	Layoff	14
7	Leaves:	
8	Absence Without Leave	19
9	Absence Without Pay	19
10	Application	19
11	Certification	19
12	Disposition	19
13	General Conditions	19
14	Illness/Injury-in-Line-of-Duty	21
15	Insurance Coverage	25
16	Jury Duty	24
17	Maternity	24
18	Military	24
19	Personal:	
20	Adoption of Child	23
21	Charged to Sick Leave	22
22	Extended Leave Without Pay	23
23	Invalid Use	22
24	Paternity	23
25	Without Pay	23
26	Sick Leave:	
27	Claims	20
28	Conditions	20
29	Record of Accrued Leave	20
30	Reinstatement of Accrued Leave	21
31	Summer School	20
32	Terminal Pay	21
33	Transfer of	21
34	Temporary Duty	24
35	Witness Duty	24
36	Length of Work Day	10
37	Lunch Period	10
38	Longevity Pay	30
39	Mailboxes	4
40	Management Rights	3
41	Minimum Day - Attendants/Monitors	41
42	Nondiscrimination	3
43	Nonreappointment	16
44	Overtime:	
45	Definition	10
46	Explanation of Pay	30
47	Pay Delivery Schedule	31
48	Performance Assessment	15

1	Personnel Files	15
2	Probation	12
3	Promotions:	
4	Consideration for	17, 30
5	Loss of Seniority	30
6	Recall	14
7	Reduction in Force	14
8	Reprimand	16
9	Rest Periods	10
10	Route Bidding	41
11	Safe Conditions	6
12	Safety Equipment	6
13	Safety Meeting	6
14	Seniority	36
15	Seniority Date - Attendants/Monitors	37
16	Sick Leave Bank:	
17	Abuse of	26
18	Administration	25
19	Benefits	26
20	Contributions	25
21	Discontinuance	26
22	Duration	25
23	Hold Harmless	27
24	Ineligibility	25
25	Membership	25
26	Staggered Work Year	11
27	Strikes	29
28	Suspension	16
29	Terminal Pay Benefits	21
30	Training Opportunities	44
31	Transfer:	
32	Involuntary	12
33	Voluntary	12
34	Uniforms	43
35	Unsafe Conditions	6
36	Vacation	28
37	Work Week	10
38		
39		
40		

