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PREAMBLE

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

    a. the promotion of a harmonious relationship between the Board and the Association;

    b. the establishment of an equitable procedure for the resolution of differences;

    c. the establishment of rates of pay, hours of work, and terms and conditions of employment.

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

DEFINITIONS

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

2. *Full-Time Employee*: An employee who works twenty (20) or more hours per work week.

3. *Part-Time Employee:* An employee who works less than twenty (20) hours per week.

4. *Board*: The School Board of Lee County, Florida, or its duly authorized representative(s).

5. *Superintendent*: The Superintendent of Schools for Lee County, Florida, or his designated representative(s).

6. *Association*: The Support Personnel Association of Lee County (SPALC), which is the certified bargaining agent for this unit.

7. *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.

8. *Days*: All references in this Agreement to days shall refer to calendar days except when specified otherwise.

ARTICLE 1

RECOGNITION

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

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

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

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

ARTICLE 2

DUES CHECK-OFF

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

ARTICLE 3

RIGHTS AND PRIVILEGES OF PARTIES

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 intended changes. The Association shall provide a copy of each notice to the principal or supervisor prior to each posting.

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

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

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

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

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

3.12 - INFORMATION:

3.121 – EMPLOYEE DIRECTORY: Upon request, the Superintendent shall furnish the Association with fifteen (15) copies of the current employee directory free of charge. The Superintendent shall also provide a quarterly printout of similar data on employees who are not included in the handbook.

3.122 – BOARD AGENDA: The Superintendent shall furnish a copy of the agenda for each Board meeting to the Association on the day the agenda is available to School Board members. A copy of the minutes of each Board meeting shall be furnished to the Association free of charge after approval by the Board.

3.123 – OTHER EMPLOYEE INFORMATION: The Board will furnish the Association a list of all new employees hired each month. Such information shall include the employee's name, date of hire, department and job classification. The Association shall pay the Board actual cost thereof.

3.124 – OTHER PUBLIC RECORDS: Upon written request, the Board shall furnish the Association with other public records. Inspection, examination and the cost of duplication of such public records shall be in accordance with the provisions of Chapter 119, Florida Statute. This section shall not apply to employee directories, Board agendas and Board minutes.

3.125 – COPIES OF AGREEMENT: The Board agrees to provide a copy of this Agreement to all employees in the unit within 30 days after ratification, and thereafter to every new employee in this unit upon initial employment. The Board further agrees to provide 30 copies of this Agreement to the Association within 30 days of ratification.

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

3.14 - CALENDAR COMMITTEE: By the first work day in October a joint committee of thirty (30) members, twelve (12) of whom shall be appointed by the Superintendent including the chairperson, and twelve (12) of whom shall be appointed by the Association representing all affected bargaining units, and six (6) selected by the District Advisory Council, who are not school employees, shall meet. The committee shall review the next year's instructional calendar. Other work year calendars will be developed by the Labor / Management Committee as needed. Disputes not resolved within the Calendar Committee, or changes to the

committee's recommendations shall be subject to bargaining before implementation.

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

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 department responsible for safety whenever possible, make an initial determination as to whether an unsafe working condition exists.

4.011 – REPORTING UNSAFE CONDITIONS: An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to his supervisor. A safety deficiency form shall be provided to employees either by electronic file or by hardcopy, for reporting purposes. The supervisor shall investigate the report and initiate whatever corrective action he/she deems appropriate with consultation and notice given to the department responsible for_safety. If the employee believes that the condition has not been corrected, he/she may report it to the Site Safety Committee in writing on the safety deficiency form. All hard copies of the safety deficiency form shall be directed to the department responsible for Safety.

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

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 department responsible for safety, and the Executive Director of Human Resources and Employee Relations. The Site Safety Committee chairperson shall respond to such request within five (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 STUDENT DISCIPLINE: The District will provide training for bus operators/attendants/monitors in methods of maintaining discipline. The training shall include cultural sensitivity. 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.

a. When a transportation employee has exhausted the District bus discipline procedures and a student still requires the attention of the principal or other school or District staff, the transportation employee shall so inform the principal or designee, on the approved referral form.
b. When a transportation employee submits a disciplinary referral, the principal or designee shall write the action taken on the form and return a copy to the transportation employee within five (5) work days.
c. If the problem continues, the transportation employee's supervisor will arrange for a meeting with the principal or designee, the transportation employee's supervisor and the employee.
d. For schools with continued problems there will be a second meeting.

4.08 – WORKING CONDITIONS - CUSTODIANS: When custodians are required to work outside in darkness or in secluded areas, the supervisor shall utilize one of the following options to ensure a safe working environment:

a. Provide a communication device.

b. Assign another person to work in the same vicinity during the same time.

c. Adjust the employee's work schedule to allow the employee to perform required duties during daylight hours.

ARTICLE 5

GRIEVANCE PROCEDURE

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

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

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

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

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

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

grievant must initiate the grievance within seven (7) working days of the informal discussion. The grievant may choose to have an Association representative present during the informal discussion.

5.07 - GRIEVANCE PROCEDURES:

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

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

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

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

5.09 - EXTENSION OF TIME LIMITS: If the collaborative process is used in STEP I – STEP III of the grievance procedure, the time limits provided in this article may be extended by written agreement between the parties. Whenever illness or any other incapacity of the grievant prevents attendance at any grievance meeting or hearing, the meeting or hearing shall be continued until the grievant can be present.

5.10 - MISCELLANEOUS:

5.101 – GRIEVANCE ADJUSTMENTS: The adjustment of any grievance shall be consistent with the provisions of this Agreement.

5.102 – RIGHTS GUARANTEED BY LAW: Nothing contained in the grievance procedure shall be construed to deny the Board, the Superintendent, the Association or any employee the rights otherwise guaranteed by law.

5.103 – MEETING PRIVACY: All meetings and hearings under the grievance procedure shall be held in private and shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be in public.

5.104 – RELEASE FROM WORK: Grievances shall be processed during times which do not interfere with the grievant's work unless the parties agree otherwise. Release time without loss of pay shall be granted to employees whose attendance is essential when grievance meetings are held during working hours.

5.105 – RESPONSIBILIITES DURING GRIEVANCE PROCESS: The filing of a grievance shall not interfere with the right of the Board to carry out its management responsibilities to the final resolution of the grievance. The employees shall abide by management's decision prior to and during the time the grievance is pending.

5.106 – GRIEVANCE RECORDS: No records of a grievance shall be filed in an employee's personnel file.

5.107 – TIME LIMITS: Failure of the grievant to process a grievance within the time limits herein provided shall bar the grievance.

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

5.109 – JURISDICTION: When the Association and the supervisor agree that the supervisor will waive Step I, the grievant may file the grievance and proceed through the grievance procedure from the informal proceeding to Step II. In the

case where an alleged violation exists at multiple work sites or affects a broad class of employees, the parties may by mutual agreement begin at Step II of the grievance procedure.

5.110 – GRIEVANCE FORMS: Grievance forms (Appendix A) shall be available in electronic format through the School District's Web Site or may be copied from the document found in this Agreement.

ARTICLE 6

EMPLOYEE WORKING CONDITIONS

6.01 - WORK WEEK: The work week shall consist of not more than forty (40) hours. The work week shall be from Saturday 12:01 a.m. to Friday 12:00 mid-night.

6.02 - LENGTH OF WORK DAY:

a. The work day for office personnel shall be eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in case of emergency. When a one (1) hour lunch is assigned or given, only thirty (30) minutes of that period will be paid.

b. The work day for head custodians shall be eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in case of emergency.

c. The work day for maintenance and warehouse personnel shall be eight (8) hours excluding a duty-free lunch period of thirty (30) minutes.

d. The work day for custodians shall be no more than eight (8) hours including a duty-free lunch period of thirty (30) minutes, except in cases of emergency.

e. The work day for transportation employees shall be according to Article 14 of this agreement.

f. The work day for paraprofessionals, assistants, and attendants shall be no more than seven (7) hours including a duty-free lunch period of thirty (30) minutes, except in cases of emergency.

g. Lunch periods for employees who work less than seven (7) hours shall be as indicated on the chart in 6.021 and scheduled as near to the middle of the work shift as possible.

h. The work day for food service personnel shall include a thirty (30) minutes lunch period scheduled outside of the employee's work time and as near to the middle of the work shift as possible.

i. Food Service employees will not be reduced in the daily number hours they work without their consent (except as in 7.062).

j. Lunch periods shall be duty-free except as otherwise determined by the supervisor.

k. Employees assigned in federal grant programs may have a work week based on program requirements.

6.021 – REST PERIODS: Employees shall be entitled to rest periods as indicated on the table below.

Hours Worked	***Rest Period(s)***	***Lunch Period***
Less than 3 hours	0	no
3 hours	1	no
4 hours	1	no
5 hours	1	yes
6 hours	1	yes
7 hours	2	yes

6.022: Bus Operators/Attendants/Monitors are entitled to rest periods as bus schedules permit.

6.023: Food Service employees who work six (6) or more hours shall receive two (2) rest periods.

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

Employees shall be reduced in hours due to changes in work site allocations in order of their District seniority, from least seniority to greatest seniority provided the senior employee has the ability to perform the available work in a satisfactory manner. Employees shall be increased in hours due to changes in work site allocations in descending District seniority provided the senior employee has the ability to perform the available work in a satisfactory manner. Part-time staff may be hired for Food Service positions for peak work load times with agreement of SPALC.

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

6.04 - EXTRA HOURS: All authorized work performed in excess of the employee's regular work day or work year shall be paid at the regular rate of pay,

unless in conflict with the applicable supplemental contract. Employees shall receive payment for extra hours worked according to Section 12.0906.

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

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

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

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

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

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

6.064: The Board reserves the right to waive make-up time.

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

6.071 – TEMPORARY CHANGES IN SHIFT SCHEDULE: Temporary changes in an employee's shift schedule may occur with agreement of the employee and the site supervisor.

6.072 – CHANGE OF SCHEDULES, EMERGENCIES: In the event of an emergency or other unusual circumstance as determined by the principal or other immediate supervisor, an employee's work schedule may be temporarily changed. In situations affecting more than one worksite or department or more than_approximately fifty (50) employees, management will notify the Association of the change in schedule. However, undue hardship on an employee will be dealt with on a case by case basis.

6.073 – DOCUMENTATION OF WORK TIME: Each work site will establish an accurate method to document employee work time and attendance. The supervisor of the work site will notify employees of the method and procedure for documenting work time and attendance. The District will inform the Association regarding a specific work site's method and procedure for documenting work time and attendance upon request.

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

6.081- HOLIDAYS AND NONWORK DAYS WORKED: Employees required to work on holidays and non-work days shall be compensated for a minimum of three (3) hours for any such day worked.

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

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

ARTICLE 7

GENERAL EMPLOYMENT PRACTICES

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

7.02 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:

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

7.022: All transfer applicants granted interviews shall be notified in writing by the principal or supervisor of his/her 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.

Prior to notices of involuntary transfers, SPALC will be notified and given the opportunity to work out the timelines and guidelines for accomplishing the involuntary transfer process and surplus.

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

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

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

7.05 - ALTERNATE DUTY ASSIGNMENTS:

a. Employees who have experienced a workers' compensation injury and who have achieved maximum medical improvement as determined by an approved physician and are unable to return to their previous position may be eligible for alternate duty assignments. Employees will be evaluated for alternate duty by the Department of Insurance and Benefits Management.

b. Alternate Duty assignments are trainee positions at job sites to be identified by the Personnel Department after a thorough review of the employee's job history, qualifications, and physical limitations. Positions

such as clerk typist, data entry and teachers' assistants are some of the possible opportunities for Alternate Duty training.

c. All Alternate Duty positions will be funded from the Workers' Compensation loss fund budget, as directed by the Department of Insurance and Benefits Management.

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

7.052 - DURATION: The training period will extend until one of the following events occur:

a. The employee completes the training as appropriate for the new job assignment and acquires a non-workers' compensation related position either in or out of the District.

b. The employee fails to complete the training at which time the employee will be evaluated for a different position or returned to workers' compensation off-duty status pending review.

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

7.06 - SENIORITY AND REDUCTION-IN-FORCE:

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

1. Termination.
2. Retirement;
3. Resignation;
4. Layoff exceeding two (2) years;

5. Unexcused absence for more than three (3) consecutive work days;
6. Failure to report to Personnel and intention to return to work within ten (10) calendar days of receipt of recall by certified mail with restrictive delivery;
7. Failure to report from military leave within the time limits prescribed.

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

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

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

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

7.064 – SENIORITY LIST: The Superintendent agrees to provide the President of the Association a current seniority list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include only position titles listed in Appendix B of this Agreement.

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

7.071: Each employee's written performance assessment shall be discussed with him by the supervisor.

7.072: After discussion of the performance assessment, the employee shall sign the performance assessment, acknowledging that he has been shown the report and that it has been discussed with him by the assessor.

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

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

7.075: All discussion of a performance assessment by a supervisor shall be conducted in private.

7.076: No employee in the unit shall complete or sign performance assessments of other employees.

7.08 - PERSONNEL FILES:

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

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

7.083: Each employee has the right to comment in writing concerning any materials in his personnel record.

7.09 - DISCIPLINE: Any discipline during the contract year, that constitutes a reprimand, suspension, demotion or termination shall be for just cause. Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the Director of Professional Standards at the request of the employee's supervisor. The Department of Professional Standards shall conduct an informal predetermination conference to review the allegations and give the employee an opportunity to respond. Employees will be given at least two days prior written notice, whenever possible, of the predetermination conference and shall be advised of their right to have a representative accompany them and present relevant information. After all information has been considered, the Director of Professional Standards shall make a recommendation of any disciplinary action to the Superintendent. Recommended actions may include, but are not limited to, verbal warning, letters of warning and reprimand, suspension without pay, retraining or other assistance and dismissal from employment. Employees subject to disciplinary action as specified in Articles

7.091 – 7.093 shall be entitled to appeal through the grievance process as set forth in Article 5 of the collective bargaining agreement.

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

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

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

7.10 - NONREAPPOINTMENT: During the first three (3) years of employment and upon written request, the employee shall be granted a conference with the Superintendent for the purposes of reviewing the Supervisor's recommendation not to renew the employee's contract. The employee must request the conference within five (5) work days after receiving notification from his/her supervisor that non-renewal is being recommended. The Superintendent shall conduct the conference within ten (10) working days of the employee's request. The decision of the Superintendent shall be in writing and shall be furnished to the employee within ten (10) work days after the conference. The decision is final and not subject to the grievance procedure unless it is arbitrary or capricious. After three (3) years of successful employment, no employee's contract shall be non-renewed except for just cause. The parties agree that dismissal is the extreme disciplinary penalty, since the employee's job seniority, other contractual benefits, and reputation are at stake. In recognition of this principle, it is agreed that disciplinary action(s) taken against SPALC bargaining unit members shall be consistent with the concept and practice of the provisions of 7.09 of the collective bargaining agreement and that in all instances the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.

7.101: An employee who is being considered for non-reappointment due to poor performance shall receive written notice from the supervisor by May 1.

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

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

ARTICLE 8

JOB POSTING, BIDDING AND PROMOTIONS

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

8.011: Employees shall be informed about practices, policies and procedures relating to filling of vacancies. SPALC shall be involved in the selection of tests, assessment tools and scoring guides used in the selection process. If tests are used, applicants shall be informed of any tests and the process that will be used prior to the interview. Training shall be provided to employees about the process to be used and the skills necessary for each job.

When job vacancies occur, the applicant whose qualifications, seniority, work experience and interview responses are superior, shall be offered the position. Any job specific skills, knowledge, abilities and qualifications in addition to the approved job description expected of applicants shall be determined prior to considering any applicants for a vacancy. Additional skills, knowledge, abilities and qualification shall not be to the extent that it would create a new job classification or be equivalent to an existing job classification and job description.

Current employees of the District who apply shall be given first consideration prior to other applicants. If the Superintendent determines that two or more current employee applicants are equally qualified, the employee applicant with the most in-district experience will be offered the position. Applicants shall receive timely notice of the hiring decision. If an unsuccessful employee applicant makes a written request to the supervisor responsible for the selection process within ten (10) working days of his interview appointment, the supervisor will schedule a conference within ten (10) days of receipt of the written request to discuss his application and possible changes to enhance the employee's opportunity for future promotion.

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

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

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

8.02 - JOB DESCRIPTION AND ASSIGNMENTS:

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

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

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

8.024: The Board agrees to conduct an ongoing review of job descriptions to ensure that an accurate reflection of performance expectations is maintained. The Job Classification Committee will be established by District Labor Management to review proposed changes in job descriptions prior to placement of these proposed changes on the School Board agenda. This committee shall consist of ten (10) members, five (5) of whom shall be appointed by the Superintendent, including the Chairperson, and five (5) of whom shall be appointed by the Association. The Job Classification Committee will establish a schedule for the systematic review of job descriptions within the bargaining unit. The impact of the Job Classification Committee's recommendation on employee compensation will be determined during the 2005 negotiations, unless both parties agree to waive the timeline. The parties agree that all District employees are essential to organizational functions. Therefore, committees shall make reasonable effort to meet at times that cause the least disruption to instructional programs and District operations

8.025: The Job Classification Committee will recommend job groups for consideration as established career advancement paths.

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

8.03 - TRAINING OPPORTUNITIES: Employees will be given an opportunity for training in job advancement skills.

8.04 - TEMPORARY REASSIGNMENTS: When the head custodian, building supervisor, food service manager or foreman is on leave for a period of five (5) or more days and the principal/supervisor deems it necessary, another employee at the site may be designated to assume those duties. In such cases, the designee shall be paid the same pay grade as the employee replaced, retroactive to the first day of the assignment but in no event shall there be a reduction in pay.
When an employee is assigned to work at a classification, other than those specified in the preceding paragraph, in a pay grade higher than the employee's regular pay grade for more than ten (10) days, the employee shall be paid at the higher pay grade retroactive to the first day of the assignment.

Any suspected abuse of the temporary assignment provision or unfair assignment of opportunities for short term assignment practices will be referred to the Labor Management Committee.

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

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

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

8.08 - SUBCONTRACTING: The Board agrees to utilize subcontractors only for a specific need or in case of an emergency.

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/her absence.

9.014 –EXCESSIVE ABSENCE: Excessive Absence may result in District personnel action including but not limited to the use of the discipline or evaluation process consistent with the District's obligation under state and federal law.

9.015 – EXCESSIVE ABSENCE DEFINED: Excessive absence shall be defined as follows:

a. three (3) consecutive days of absence without medical verification in a case where abuse is suspected and/or
b. three (3) unauthorized absences in a twelve (12) month period and/or
c. a continued pattern of absence that affects an employee's ability to carry out the essential functions of his/her position.

9.016– UNAUTHORIZED ABSENCE: Unauthorized absence shall be defined as follows:

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

b. Absence in excess of accrued sick and personal leave, when such absence is not specifically authorized in advance, is an unauthorized absence.

c. Personal leave and vacation leave without advanced authorization unless in the case of emergency as defined by section 9.023 (b) (1) is an unauthorized absence.

9.017 – ABANDONMENT OF POSITION: An unauthorized absence of three consecutive workdays without notice shall be evidence of abandonment of position and subject to termination procedure.

9.018 - 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 1.

9.019 – APPROVAL OF LEAVE: All requests for leave shall be submitted on the proper form and shall be subject to approval by the Superintendent.

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

9.021 - 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/her duties or that the employee was entitled to leave.

9.02 - TYPES 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. The employee must work one day more than half the scheduled work days in the month to earn one day of sick leave for the month. Sick leave shall be credited to the employee at the end of the month and may not be used prior to the time it is earned. No employee may earn more than one (1)

day of sick leave times the number of months of employment during the school year. Sick leave shall be accumulated hourly from year to year without limit to the number of hours that may be accrued. Any leave charged against sick leave shall be paid leave.

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

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

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

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

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

e. **Conditions for Sick Leave:**

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

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

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

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

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

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

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

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

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

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

1. The employee must provide written testimony, in addition to his/her oral testimony, that his/her injury was received in the line of duty.

2. The employee must file a written claim, as outlined below, in addition to the injury report claim.

3. The employee must utilize the medical provider selected by the employer. The employee may make a written request to change the medical provider after initial consultation.

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

1. The employee must furnish a letter from a medical doctor, who treated the patient, stating that in his/her opinion, there is a strong probability that the illness was contracted on the job.
2. The employee must file a written claim as outlined below.

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

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

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

1. the day immediately prior to or following a holiday or employee vacation;

2. the five (5) work days immediately preceding and following the student's school year;

3. on any day while summer school is in session.

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

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

2. The use of personal leave charged to sick leave shall be subject to the following conditions:

   a) it is not cumulative.

   b) it need not be approved if the Superintendent determines that it will create a disruption of the instructional or work setting.

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

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

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

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

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

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

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

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

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

c. **Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work weeks of FMLA leave in a 12-month period, to be measured backward from the commencement date the employee uses FMLA leave.

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

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

insurance will be reinstated with the same coverage as prior to the lapse.

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

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

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

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

j. **Medical Certification:** Employees requesting FMLA leave due to a serious health condition of the employee, or of the employee's spouse, child or parent, are required to submit a certification from a health care provider, verifying that the leave is medically necessary. Form WH-380 shall be used. The Board may require an employee to obtain a second medical certification, at the Board's expense. The second health care provider may not be employed on a regular

basis by the District. If the opinions of the first and second health care provider differ, the Board may require a third medical certification, again at the Board's expense, from a health care provider selected by the employee from a mutually-agreed upon list maintained by the Director of Insurance and Benefits Management. The third opinion shall be final and binding.

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

9.030 – INSURANCE COVERAGE: The insurance coverage of any employee who is granted a leave terminates on the first scheduled pay day that the employee does not receive a paycheck, except as otherwise provided by law or this agreement. To continue insurance coverage during the leave period, the employee must remit all premiums due thereafter when permitted. Employees whose leave without pay is equal to, or greater than, one (1) pay period, but less than two (2) pay periods, shall have their "employee only" health coverage for the first pay period without pay covered by the Board.

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

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

a. Continuous employment for at least one (1) year.
b. Accrual of six (6) leave days by September 1.

c. Donation of a seventh or subsequent sick leave day by October 15.

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

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

9.034 - CONTRIBUTIONS: In the event the number of days in the Sick Leave Bank balance falls below thirty percent (30%) of the number of Sick Leave Bank members, each member of the Sick Leave Bank must contribute one (1) day from his accumulated sick leave to the Sick Leave Bank. In the event an Sick Leave Bank member cannot contribute an additional day due to leave exhaustion, he is not then using the Sick Leave Bank, the additional day shall automatically be his next accrued sick leave day.

9.035 - DURATION: If membership in the Sick Leave Bank and/or the number of days in the Sick Leave Bank fall below three hundred (300), the Sick Leave Bank shall be discontinued, and all remaining time in the Sick Leave Bank shall be distributed as provided herein.

9.036 - ADMINISTRATION:

a. The SLB will be administered by the Personnel Department.

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

c. The Sick Leave Bank will only grant the number of days that are available in the bank. No sick leave bank days will be granted that would cause a negative balance of days to occur in the Sick Leave Bank.

d. The status of the Sick Leave Bank will be reviewed by the District Labor Management Committee at the end of each fiscal year to determine if the maximum number of days, used by one person, can be increased to a maximum of fifty (50) days.

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

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

   1. The employee must first use all accumulated sick and vacation leave and all other forms of paid leave available;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.051 –TRANSFER OF SHARED SICK LEAVE: The transfer of sick leave is subject to the following limitations and conditions:

a. The transfer of sick leave will be administered by the Payroll Department. Employees wishing to donate sick leave will request the transfer in writing to the Payroll Department. The letter of request must include the total hours requested for transfer, name, and social security number of the intended recipient, the work location of the intended recipient, the relationship of the intended recipient to the employee donating the sick leave, and the social security number and work location of the employee writing the letter of request for transfer of sick leave hours.

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

c. The recipient must be employed in a position eligible to accrue leave time.

d. The donated sick leave must be used for illness only and must be supported by medical verification from a physician upon request.

e. The recipient may not use donated sick leave until all of his or her accumulated sick and vacation leave is depleted.

f. If the total hours identified on the letter of request from the donor are not eligible for transfer, or if the recipient identified in the letter is not eligible to receive the requested transfer of sick leave hours, the letter will be returned by the Payroll Department to the employee with an explanation included on, or attached to, the letter of request.

g. Unearned, advanced sick leave hours are not eligible for transfer.

h. The recipient will not accrue leave while using the sick leave donated by the spouse, child, parent, or sibling.

i. The Payroll Department will retain on file, a copy of the returned letters including the explanation preventing the requested transfer.

j. The maximum number of shared sick leave hours to be transferred at one time will be calculated as follows: 20 (days) X number of recipient work hours per day.

k. Any unused donated sick leave shall revert to the donor employee upon the receiving employee's return to work.

l. If a donor employee retires or terminates, any unused shared sick leave of the recipient will revert back to the donor employee as of the last date of employment.

m. Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

9.052 – HOLD HARMLESS: The Association, its officers or agents and the members of the unit shall hold the Board, its officers, employees and agents harmless from any and all claims which may be brought by any of its members of the unit or authorized litigant with the establishment or administration of the shared sick leave policy.

ARTICLE 10

HOLIDAYS AND VACATIONS

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

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

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

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

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

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

10.022: Vacation will not be granted until it is earned. Each employee who has accrued at least ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the calendar year. Each supervisor shall develop and post a vacation schedule by March 31. Between January 1 and March 10, employees shall submit requests for vacation time to the supervisor. Requests for vacation will be granted based on seniority. The supervisor may deny vacation requests that disrupt the operation of the school or department. Vacation requests received after March 10 will be considered on a first-come, first served basis. Supervisors shall respond in writing if a vacation request is not granted.

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

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

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.

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.

11.04 - CRIMINAL CONVICTIONS: Each employee shall be responsible for notifying his/her immediate supervisor, as soon as he/she becomes aware of any conviction on a misdemeanor or felony charge involving moral turpitude. Unit employees who regularly or incidentally operate Board vehicles shall, as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of their driver's license. Failure to comply with any provision of this section may be cause for appropriate disciplinary action. Such disciplinary action shall be subject to the grievance procedure.

11.05 - TOBACCO/SMOKE-FREE WORK SITES: The parties agree to abide by the Board policy governing tobacco/smoke-free work sites.

11.06 - LABOR MANAGEMENT COMMITTEE: The committee shall meet on a regularly scheduled basis to assure the successful implementation of the labor contract.

Membership – shall be four (4) members, two (2) from management and two (2) from labor, and any additional members (ad hoc) that either party may add for a specific purpose.

Purpose – to carry out a successful implementation of the contract. This committee shall be responsible for the coordination of all other contractual committees and task forces. The parties agree that all District employees are essential to organization functions. Therefore, committees shall make a reasonable effort to meet at times that cause the least disruption to instructional programs and District operations.

ARTICLE 12

COMPENSATION

12.01- SALARY: The parties agree that all employees in the unit will be on SPALC regular salary schedule or salary schedule "R" (Reclassification), effective July 1, 2005.

The parties agree that there shall be step progression for all eligible unit employees in the salary schedule for 2005-2006.

The parties agree that the Salary Schedule shall increase as follows:

2005-2006:

Each hourly rate shall increase 20 cents ($.20).

12.011 - JOB CLASSIFICATION: The Board agrees to conduct an ongoing review of job descriptions to ensure that an accurate reflection of performance expectations is maintained. The Job Classification Committee will be established by the District Labor Management Committee to review proposed changes in job descriptions prior to placement of these proposed changes on the School Board agenda. (Reference Article 8.024) Employees in job classifications that move downward will remain in their current pay grade; new employees will enter on the appropriate pay grade for the job classification. New positions reviewed and recommended for reclassification shall receive compensation effective the date of Board Approval of the classification. Such pay shall not be retroactive. The pay schedule for bus employees for the next school year shall be determined by the Transportation Labor/Management Committee with consultation with the District Payroll Department prior to the end of the previous school year.

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 this Agreement shall prevail.

12.04 - OUTSIDE EXPERIENCE CREDIT: The first step of each pay grade shall be considered the hiring rate for employees. However, such employees shall be given one additional step for each year of verified experience up to a maximum of three years after successfully completing the probationary period. Previous work experience shall be verified as equivalent to the employee's position pursuant to Board policy. When an employee changes to a different job classification, the employee is eligible to receive additional verified work experience

credit up to the maximum entry level credit (Pay Step 4) allowed for initial employment.

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

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 $5.21 per hour for time spent working in the asbestos abatement area dressed in complete protective gear.

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

12.081 – OPTIONAL PAY DELIVERY LOCATION FOR BUS EMPLOYEES: Each bus employee shall be given a pay delivery choice form at the preschool orientation. The employee shall specify on the form the transportation regional office to which his paycheck shall be delivered.

12.09 - PAY DELIVERY PROCEDURES:

12.0901: Employees who work less than twelve (12) months per year (except bus operators, attendants and monitors), will receive an initial pay check reflecting an amount equal to the number of days worked in the initial pay period. However, no employee will receive more than 1/24th of the employee's annual salary. Thereafter, paychecks representing 1/24th of the employee's annual salary will be issued semi-monthly. For employees who work five (5) days or more in the initial pay period, the first pay period in September will reflect 2/24ths

less the amount paid on the initial paycheck. The balance of contract shall be issued on the next to the last payday of the employee's work year less an amount equal to days worked in the final pay period. However, no employee will receive more than 1/24th of the employee's annual salary in the final pay period.

12.0902 - Final Pay: The final paycheck shall be an amount equal to days worked in the final pay period or the pay period rate of pay to equal the balance of the total annual wages due to the employee for the current year.
12.0903: When the 15th or last day of the month falls on a weekend or holiday, checks will be issued on the last scheduled work day prior to the weekend or holiday.

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

12.0905: Bus employees shall be paid for actual hours worked each pay period. The first paycheck shall be issued on the August end-of-the-month payroll and the final paycheck shall be issued on the June middle-of-the-month payroll. Each paycheck will represent actual hours worked up to the cut-off of the previous pay period.

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

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

12.0908: Paychecks will be delivered in a manner that ensures confidentiality. Upon written request, an employee shall receive his paycheck in an envelope.

12.0909: Upon written request, an employee may pick up his paycheck in the Financial Accounting Office on any pay date when paychecks are not distributed to the work site.

ARTICLE 13

BENEFITS

13.01 - BOARD PROVIDED BENEFITS: The Board will provide major medical health insurance through the District's health plan and group term life insurance for all eligible employees. Effective April 1, 2003, the Board will provide major medical health insurance through a program offered by BlueCross BlueShield of Florida (BCBS).

13.011 – ELIGIBILITY: Employees who are regularly scheduled to work thirty (30) or more hours per work week are eligible for Board provided health and life insurance coverage as described in this article; except that, employees who were employed with the Board as of January 4, 1996, and who were, at that date, and continue to be, regularly scheduled to work twenty (20) or more hours per work week, shall continue to be eligible for Board provided major medical health insurance and group term life insurance as described in this article.

13.02 – BENEFIT BANK: The Board shall contribute an amount equal to 100% of the "employee" premium for the District's PPO health plan into the Benefit Bank for each employee who is eligible for Board Provided Benefits. Effective April 1, 2003, the Board shall contribute an amount equal to 100% of the "employee" premium for the School District of Lee County's BCBS, 927 high option fully insured PPO health plan. Benefit Bank dollars are to be utilized by employees to purchase their own major medical health insurance first and, when their election permits, the following voluntary benefits:

a. Dependent major medical insurance
b. Dental insurance
c. Vision insurance
d. Cancer insurance

The total Board contribution for the benefits listed above shall not exceed the Benefit Bank amount. Regardless of the benefits elected, the employee shall not receive cash from the Benefit Bank.

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

13.031 – ENROLLMENT: Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment period or within sixty (60) days following a qualified family status

change. Enrollment in any individual benefit included in the Flex Plan remains binding until the employee changes his/her benefit election. Such changes may only be made during the Open Enrollment period for the benefit or within sixty (60) days following a qualified family status change, and must be made on the appropriate enrollment change form. Changes made during the Open Enrollment period will become effective the first day of the new benefit plan year.

13.032 – FLEXIBLE SPENDING ACCOUNTS: All eligible employees may participate in optional medical and/or dependent care Flexible Spending Accounts, which allow those employees to pay for qualified medical and dependent care expenses with pre-tax payroll deductions. Benefit Bank dollars may not be directed to Flexible Spending Accounts.

13.04 – MAJOR MEDICAL HEALTH INSURANCE: The Board will provide major medical health insurance through the District's health plan to each eligible employee. Effective April 1, 2003, the Board will provide major medical health insurance through two BCBS fully insured health plans (the School District of Lee County's BCBS 927 PPO plan and the School District of Lee County's BCBS 903 PPO health plan). Effective April 1, 2005, the Board will provide major medical health insurance through a third BCBS fully insured health plan (the School District of Lee County's BCBS 118 PPO health plan). 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.

13.041 – BCBS 927 PPO HEALTH PLAN: Effective April 1, 2003, the Board shall offer the 927, PPO health plan through BCBS with benefits as described in the plan summary document including the following benefits:

Lifetime Maximum Benefit	$5,000,000
Calendar year deductible (Individual in Network)	$ 300
(Individual out of Network)	$ 500
Calendar year deductible (Family in Network)	$ 600
(Family out of Network)	$ 1,000
Out-of-pocket maximum (excludes deductibles)	
In and Out of Network combined (per individual)	$ 1,000
In and Out of Network combined (per Family)	$ 2,000

Office visit co-payment

Primary Care in Network	$ 10
Specialist in Network	$ 20
Out of Network provider	65% After CYD
Office Surgical Procedure	
Primary Care in Network	$ 10
Specialist in Network	$ 20
Out of Network	65% after CYD
Hospital Services Co-insurance percentages payable	

In Network	85% after CYD
Out of Network	65% after $500 PAD & CYD
Pharmacy co-payment	
Generic	$ 10
Brand	$ 20
Mail Order Generic (90 day)	$ 20
Mail Order Brand (90 day)	$ 40

13.042 – BCBS 903 PPO HEALTH PLAN: Effective April 1, 2003, the Board shall offer the 903 health plan through BCBS with benefits as described in the health plan summary document including the following benefits:

Lifetime Maximum Benefit	$5,000,000
Calendar year deductible (Individual in Network)	none
(Individual out of Network)	$ 200
Calendar year deductible (Family in Network)	none
(Family out of Network)	$ 400
Out-of-pocket maximum (excludes deductibles)	
In and out of Network (per individual)	$ 1,000
In and out of Network (per Family)	$ 2,000

Office visit co-payment

In Network Primary Physicians/Specialists	$ 10
Out of Network Physicians/Specialist	50%, after CYD
Office Surgical Procedures	
In Network Provider	$ 10
Out of Network Provider	50%, after CYD
Hospital Services Co-insurance percentages payable	
In Network	80%, no CYD
Out of Network	50%, after PAD & CYD
Pharmacy co-payment	
Generic	$ 10
Brand	$ 20
Mail Order Generic (90 day)	$ 20
Mail Order Brand (90 day)	$ 40

13.043 – BCBS 118 PPO HEALTH PLAN: Effective April 1, 2005 the Board shall offer the 118 option PPO health plan through BCBS with benefits as described in the plan summary document including the following benefits:

Lifetime Maximum Benefit	$5,000,000
Calendar year deductible	
(Individual in and out of Network combined)	$ 500
Calendar year deductible	
(Family in and out of Network combined)	$ 1,000

Out-of-pocket maximum (excludes deductibles)		
In and Out of Network combined (per individual)	$	2,000
In and Out of Network combined (per Family)	$	4,000
Office visit co-insurance percentages payable		
In Network provider	80% after CYD	
Out of Network provider	60% after CYD	
Office Surgical Procedure co-insurance percentages payable		
In Network provider	80% after CYD	
Out of Network provider	60% after CYD	
Hospital Services co-insurance percentages payable		
In Network	80% after CYD & PAD	
Out of Network	60% After CYD & PAD	
Pharmacy co-payment		
Generic	$	10
Brand	$	25
Non-Formulary	$	40
Mail Order Generic (90 day)	$	20
Mail Order Brand (90 day)	$	50
Mail Order Non-Formulary	$	80

13.05 – OPTION TO DECLINE BENEFITS: Employees who can verify evidence of health insurance coverage shall be allowed to decline coverage under the School District's health plan. Employees shall not receive any other benefit in lieu of the declined insurance coverage. The Board shall contribute the current Benefit Bank contribution amount to the School District's health fund for all employees who decline coverage.

13.06 - LIFE INSURANCE: The Board will provide for twenty thousand dollars ($20,000) of group term life insurance for each eligible employee, with an additional twenty thousand dollars ($20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the employee's date of employment.

13.07 - VOLUNTARY BENEFITS: The Board will make optional voluntary group benefits available to all eligible employees. Employees who participate in voluntary benefits must do so at their own expense. Voluntary benefits shall be recommended by the Insurance Task Force and approved by the Board.

13.071 – ELIGIBILITY: Employees who are regularly scheduled to work twenty (20) or more hours per work week are eligible for the optional group voluntary benefits offered by the Board.

13.08 - LIABILITY INSURANCE: The Board will provide liability coverage for employees in an amount not less than one million dollars ($1,000,000) per occurrence.

13.09 - INSURANCE TASK FORCE: Within thirty (30) days after ratification of this agreement by the parties, a joint task force of sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of whom shall be appointed by the Associations, representing all affected bargaining units, shall meet. The joint task force shall review the current insurance programs and workers' compensation issues. It will explore alternatives, improvements, changes, and specifications to the existing insurance programs. In order to be implemented, any committee recommendations that alter the provisions within this agreement or any of the health plan benefit description documents shall be incorporated in the agreements after they have been ratified by both the Board and the Associations

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

ARTICLE 14

BUS OPERATORS, ATTENDANTS AND MONITORS

14.01 - OPERATOR, ATTENDANTS AND MONITORS SENIORITY DATE:

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

1. The most recent date that the operator goes to work as a regular employee shall be the seniority date. The drawing of lots in the presence of union representatives will break ties in seniority.

2. Operators Trained But Not Assigned (TBU's) shall have as their seniority date the date that the TBU accepts the sub-operator's contract. They shall be assigned as vacancies occur. If the operator elects to reject the appointment to a regular position, he/she will not be offered another appointment until such time as all others on the list have been given one opportunity to accept a regular appointment.

3. Transportation Department employees who become trained as bus operators will move the top of the TBU list.

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

5. Current employees who are not employed as bus operators in the Transportation Department may be transferred to the Transportation Department without serving as a TBU if they meet all other eligibility requirements. An eligible transferred employee's seniority date shall be the date of the personnel action form which reflects the Transportation Department's recommendation for transfer to the Superintendent.

6. An operator who is rehired must meet all eligibility requirements, and accept reappointment as a TBU operator.

Bus Attendant or Monitor Seniority Date: The date of the initial appointment as a regular attendant or monitor shall be the same as the attendant or monitor seniority date. Attendants and monitors will be on separate seniority lists by classification for purposes of bidding. For Summer School bidding both lists will be combined.

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

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

14.02 - FIELD TRIP REIMBURSEMENT:

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

14.022 – REIMBURSEMENT FOR DAILY FIELD TRIPS: For all in-county trips which cannot be accomplished during the minimum day for employees and for all out-of-county field trips, except overnight trips, employees will be paid at their regular hourly rate. Field trips which occur between July 1 and the first student school day of the new school year will be paid at the employee's regular hourly rate for the preceding school year. Employees will receive retroactive pay for field trips occurring after the date of the opening of school. The number of hours to be paid for a field trip will be calculated from the time from which the employee begins to drive the bus to the time when the employee parks the bus.

14.023 – REIMBURSEMENT FOR OVERNIGHT FIELD TRIPS: Employees will be reimbursed for all out-of-county overnight field trips at the regular hourly rate as described in 14.022, up to a minimum of twelve (12) hours reimbursement for each calendar day the employee is away. Should the employee work more than twelve (12) hours, a log shall be kept and the employee will be paid for the hours recorded on the log.

14.024 – FIELD TRIP CANCELLATION: When an out-of-county trip is canceled, and notification is not given to the employee until the actual day of the trip, the employee shall receive one and one-half (1-1/2) hours pay based on the regular hourly rate as defined in 14.022. When an in-county trip scheduled out of the regular work day is canceled, and notification is not given until the employee arrives to begin loading, the employee shall receive one and one-half (1-1/2) hours pay based on the regular hourly rate as defined in 14.022.

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

14.026 – DISTRIBUTION OF OUT-OF-COUNTY-TRIPS: To be eligible for out-of-county trips, employees must complete one full school year or ten (10) work months of employment as a bus operator, attendant or monitor. When requested by the employee in writing, time worked in excess of one-half year or five (5) months as a substitute will be counted toward eligibility. Bus attendants will be assigned to field trips by seniority.

14.0261 - SHUTTLING: Employees assigned to out-of-county field trips will shuttle between schools. Rest periods will be as the field trip schedule permits. After four (4) continuous hours of driving and/or shuttling, the employee will be entitled to a thirty (30) minute rest period.

14.027 – TRIP ASSIGNMENT: Trips will be assigned on the basis of seniority, parking location, and availability, to those employees who have notified the Director of Transportation in writing on the form provided by the District prior to the first day of school or their availability for out-of-county trips. Employees who become eligible or request assignments or reinstatement after the first day of school shall be added to the end of the list. If an employee elects to reject an assignment, he/she will be passed over until his/her name comes up again in rotation. Field trips will be classified into four (4) categories: 1) emergencies; 2) out-of-county; 3) in-county day (9:30 a.m. to 1:30 p.m.); and 4) in-county evening (after 4:30). The procedure for assignment shall be as follows:

a. Employee Availability is defined as follows:
    1. Trip assignment to eligible employee would not jeopardize the on-time arrival of the employee's normally assigned bus route as determined by the Director of Transportation or designee.
    2. Trip assignment to eligible employee would not jeopardize the on-time arrival and departure time of the assigned field trip bus as determined by the Director of Transportation or designee.
b. If an employee is not available at the needed time for a trip, another employee can be asked to shuttle part or all of the trip.
c. Field trips missed by an employee due to an authorized absence will not cause the employee to miss his or her turn. That employee will be offered the next available field trip.
d. Upon written request by the employee to the director, an employee's name may be withdrawn from the list of eligible employees. When an employee is on leave, his/her name shall be passed over. When an employee withdraws his/her name from the trip list, he/she may not resume trip eligibility for three (3) months and then only upon written request. After the employee is restored to the trip list, he/she will go to the bottom of the trip list and will wait through a complete trip cycle before the next trip.

e. The name of any employee who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss his next turn.
f. Assignments out of rotations for emergencies (employee cancellations after hours and on weekends) will be made by the emergency trip list unless approved by the Regional Coordinator or the Director of Transportation
g. Employees shall be removed from the trip roster for the remainder of the school year after the fourth rejection of a field trip within a single school year.
h. Employees who have RTM assignments of training, work study, intramurals or athletic daily practice may turn down trips that conflict with their regular assignment. Turning down a trip under those circumstances will not cause the employee to be penalized. They will not be allowed to "bank" trips.

14.028 – IN-COUNTY FIELD TRIPS: All in-county field trips not included in the guaranteed minimum day program will be assigned on the basis of seniority and operational region parking location to those employees who have notified the Director of Transportation, in writing on the form provided by the Board, prior to the first day of school of their availability for in-county trips. Employees, who become eligible or request assignment after the first day of school, shall be added to the end of the list. If an employee elects to reject an assignment, she/he will be passed over until his/her name comes up again in rotation. The procedure for assignment shall be as follows:

a. Employee availability is defined as follows:
   1. Trip assignment to an eligible employee would not jeopardize the on-time arrival of the employee's normally assigned bus route as determined by the Director of Transportation or designee.
   2. Trip assignment to eligible employee would not jeopardize the on-time arrival and departure time of the assigned field trip bus as determined by the Director of Transportation or designee.
b. If an employee is not available at the needed time for a trip, another employee can be asked to shuttle part or all of the trip.
c. Field trips missed by an employee due to an authorized absence will not cause the employee to miss his or her turn. That employee will be offered the next available field trip.
d. If an employee requests, his/her name shall be removed from the list of eligible employees. When an employee is on leave, his/her name shall be passed over.
e. The name of any employee who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss his/her next turn.

f. Weekend or remote location trips may be assigned to the same employee. The employee shall be passed over in the trip rotation for the number of trips completed over the weekend or to a remote location.
g. Assignment of trips out of the rotation schedule for emergencies (employee cancellation after work hours or on weekends) must be approved by the Regional Supervisor or the Director of Transportation.

14.029 –OUTSIDE VENDORS: Field trips will not be assigned by the Transportation Department to other employees or to outside vendors unless one or more of the following conditions apply:

a. Funding source for field trip is outside the state funded district operational budget (e.g. internal funds, donations, cooperative organization funds).
b. Field trip destination is outside the nine county internal field trip zone of Collier, Charlotte, DeSoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota County
c. Bus employee is unavailable. Bus employee availability is defined as follows:
    1. Trip assignment to an eligible employee would not jeopardize the on-time arrival of the employee's normally assigned bus route as determined by the Director of Transportation or designee.
    2. Trip assignment to an eligible employee would not jeopardize the on-time arrival and departure time of the assigned field trip bus as determined by the Director of Transportation or designee.
    3. Employee has notified the Director of Transportation of availability as provided in Article 14.027.

If any of the above conditions apply, the District reserves the right to utilize other employees or outside vendors for field trips. Bus employees assigned to an out-of county trip canceled one week or less prior to the day of the trip, due to the use of an outside vendor shall be compensated for one and one-half (1-1/2) hours and shall be placed at the top of the trip list.

14.03 – BUS EMPLOYEE WORK DAY: All regular bus operators will be guaranteed a minimum of seven (7) hours per day when school is in session. The minimum requirements shall not apply to summer school.

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

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

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

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

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

14.04 - MINIMUM WORK DAY FOR ATTENDANTS/MONITORS: All regular bus attendants and monitors will be guaranteed a minimum of six (6) hours per day when school is in session. The minimum requirements shall not apply to summer_school. Bus attendants and monitors who are required to attend area training meetings will be paid their regular hourly rate for time in attendance at such meetings.

14.041: Classroom assistants and helping teachers will not replace bus attendants or monitors on buses.

14.042 - ROUTE, TIME AND MILEAGE SHEETS: A copy of the route, time and mileage sheets shall be given to the attendant/monitor anytime one is submitted to the driver of their bus. Bus operators and attendants are entitled to rest periods as bus schedules permit.

14.043 – SHORTAGE OF ATTENDENTS - A shortage of attendants shall be resolved in the following manner:

a. A priority order for assigning of attendants shall be established with input from the ESE Department.
b. Monitors shall be assigned as attendants when necessary.
c. Unassigned regulars shall be assigned as attendants in an emergency.
d. An emergency plan will be developed to allow 65 passenger lift bus(es) to pick up several students from routes with absent attendants. Regular operators with non-wheelchair students on their routes will pick up those students as planned.
e. Parents will be called and given the option of driving their own children if there is no attendant.

f. Wheelchair buses will be scheduled late if no attendant is available.
g. Transportation officials will investigate and purchase, if appropriate, safety "interlock" devices that allow the driver to load wheelchair students with other students already on board.

14.05 - ROUTE/REGIONAL AREA BIDDING:

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

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

14.0503: Routes shall be listed by:

a. Total estimated route time;
b. Bus number and type of bus;
c. Bus parking locations;
d. School served;
e. Approximate beginning and ending time;
f. Special education.

14.0504: Routes will include any permanently assigned standby time, intramural runs, activity runs, route preparation, swim team runs, discipline runs and any other additional duties permanently assigned.

14.0505: The location of bus parking is the decision of the Transportation Department. All employees must furnish their own transportation to the original bus departure point.

14.0506: Employees will receive written notification of their assigned seniority number, along with the time and date to select their routes. Employees who do

not appear during their assigned time may select a route at the end of the specified time block during which they appear. Any employee who does not appear will be assigned an available route at the conclusion of the bidding process.

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

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

14.0509: Routes that are created or become vacant after all bidding is completed shall be filled in the following order:

a. "Unbundling," if possible, those routes (by school – not by stop) and redistributing the schools to other drivers based on availability and seniority. If the route in question is an ESE route, the attendant will retain his/her initial RTM (route/time/mileage)
b. When a route is split, the senior employee is given first choice between the two new routes created.
c. Rebidding vacancies as they occur if the RTM is greater than the guaranteed minimum hours. Assign remaining openings from the TBU (Trained but Unassigned) list, if less than the guaranteed minimum hours.
d. The rebidding process shall follow the following procedure:
    1. Descriptions of all routes to be rebid will be posted at a designated location at least 40 work hours prior to the beginning to the rebidding process.
    2. The designated location of the rebidding process will be posted with the route descriptions to be rebid.
    3. The employee or proxy must be present to participate in the rebidding procedure.
    4. Employees must sign bids and cannot decline a route once they have submitted a bid.
    5. Representatives from Transportation Management, the department responsible for Safety and the Support Personnel Association of Lee County shall be present during the rebidding process.
    6. All applicable requirements of 14.05 would apply during the rebidding process.

14.0510: Bus routes shall be bid as posted. Routes may be adjusted and buses may be reassigned by the Director of Transportation or designee after bidding is completed. The paid Route Time Mileage (RTM) will not be reduced to less than was bid and accepted by the bus employee. If there is a necessary reduction in

RTM, the reduced time will be standby time to perform transportation-related duties.

14.0511: SUMMER SCHOOL BIDDING: Summer School Bidding shall follow the same rules as regular bidding. It shall be held after the last day of school. It will be held in an air conditioned space. Last minute changes in routes shall be posted prominently where all can see before bidding. There will be no supervisor influencing of operators in the choice of routes. The rules of bidding shall be a topic of the April Transportation Labor / Management Meeting. Employees who accept a summer school run and fail to complete their commitment to the School District will be ineligible for the following summer school bidding. Within 30 days of the end of summer school, employees ineligible for the next summer school bidding will be notified. These employees will have thirty (30) days to appeal their eligibility status with the Director of Transportation.

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

14.0513 – PHYSICAL EXAMINATION: Physical examinations and dexterity tests required by law shall be completed prior to bidding. Physical examinations must be performed by physicians specifically authorized by the District to perform bus driver physicals.

14.0514: Employees must be able to perform all work related duties, including licensure and physical requirements, at the time of placing their bus bid.

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

14.07 - DISCIPLINE: Bus operators will have input in disciplinary decisions regarding the transportation of students disruptive while on the bus. (Also see Article 4.07 regarding safety and discipline.)

14.08 – TRANSPORTATION LABOR/MANAGEMENT COMMITTEE: A labor/ management committee shall be organized for the purpose of discussion and solving of problems. The committee shall be composed of:

a. One SPALC steward from each region, the Vice-President for

Transportation, and the Service Unit Director for SPALC.

b. Transportation Director/Assistant Director, and appropriate management representatives.

14.09 – Light Duty: Transportation employees placed on light duty may be assigned to gate duty where appropriate.

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 the 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. Every employee afforded uniforms including footwear, shall wear his/her uniform on every assigned shift or work assignment. School/site spirit or team building theme day uniform substitutions are allowed with the approval of the school/site main administrator.

Purchased uniforms for twelve (12) month employees shall be measured by October for targeted delivery in January. Purchased uniforms for ten (10) month employees shall be ordered not later than the second week of the new school year and targeted for delivery within ninety (90) days after the order is placed. Uniforms that are leased shall be provided on an ongoing basis.

Specifications for all uniforms and accessories shall be determined by each Department as established by a joint labor-management uniform committee. New employees shall be eligible to order uniforms no later than thirty (30) days after the first day worked. New employees hired in July, August, September will be fitted according to contract language but will not become eligible again for the annual uniforms/shoes allotments until the following school year uniform/shoes distribution periods. 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.

A uniform allowance amount will be determined for each eligible "Purchased Uniforms" employee eligible for accessories. The Purchased Uniform allowance

amount will include: The "current in effect bid price" allowance for eligible shoes plus the number of eligible uniform tops multiplied by the "current in effect bid price" plus the number of eligible uniform bottoms multiplied by the "current in effect bid price." Any balance remaining in the employee uniform allowance after the employee completes their regular uniform/shoe orders can be applied toward approved accessories. Accessory items ordered that exceed the available allowance amount for the eligible employee must be paid for in advance of accessory order placement. All orders for accessories must be approved by the employee's immediate supervisor. Approved accessories will include regular uniform items, approved safety/non-slip shoes plus department approved additional accessories.

Twelve month employees eligible for purchased uniforms will be provided five (5) uniforms in the first year of employment and up to five (5) uniforms each year thereafter. If a specific shoe is required, employees may select a pair of shoes. Less than twelve month employees eligible for purchased uniforms will be provided five (5) uniforms in the first year of employment and up to four (4) uniforms each year thereafter. If a specific shoe is required, employees may select a pair of shoes in lieu of one uniform. A uniform for count compliance purposes is defined as one garment top plus one garment bottom. The employee may be reimbursed a dollar amount equal to the actual cost of specified shoes, up to a maximum of eighty dollars ($80) if one of the following criteria are met:

a. Vendor cannot provide required size
b. Medically documented reason for specified shoes

15.03 - TRADE CERTIFICATION SUPPLEMENT: Trades employees who have secured a license as a journeyman or who can provide written evidence of completion of comprehensive trade-related certification or degree program in the related area of their employment will receive a $186.17 supplement. This supplement will be paid to the employee on the next scheduled pay date following written notification from the department director to the Payroll Department. Interested employees are required to seek prior approval of their eligibility for participation by submitting an application to the Principal or Director. Applications will be available upon request. Employees are not eligible to receive the Trade Certification Supplement and Training Incentive for the same activity.

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

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

a. normal retirement or early retirement;

b. disability retirement;
c. termination.

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

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

a. during the years of service one through three (1-3) in the District, thirty-five (35) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
b. during the years of service four through six (4-6) in the District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of during the years of service seven through nine (7-9) in the District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
c. during the years of service seven through nine (7-9) in the District, forty-five (45) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
d. during the years of service ten through twelve (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
e. during and after the thirteenth (13th) year of service in the District,–one hundred (100) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay

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

15.06 - TUITION WAIVER: Tuition shall be waived for employees who enroll in a supplemental vocational program. A supplemental vocational program is one that provides occupational training to maintain or upgrade employee's skills and/or enables the employee to reenter an occupation, including house maker. Tuition shall also be waived for employees who enroll in Adult Basic Education. The District shall reimburse tuition for courses previously offered by the District through the High Tech centers. Reimbursement is subject to successful completion of the course by the employee. The course must also be District

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

15.07 - TRAINING OPPORTUNITIES: Training shall be provided to employees at the expense of the Board. The Superintendent will make a written annual assessment of training needs by department. A copy of the assessment will be sent to the Association by July 1. Qualified employees will be offered an annual training opportunity based on their job duties, length of employment, if relevant, and technological advances in the trade. All training required by the Board will carry inservice points as prescribed by the Staff Development Department.
Employees attending required training outside the employee's regular work schedule will be paid at their regular hourly rate or at the overtime hourly rate.

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

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

15.08 - SAC CHAIRMAN: An employee who is elected as Chairman of the School Advisory Committee (SAC) at his or her school shall be paid an additional amount of $525.00.

15.09 – REIMBURSEMENT FOR PERSONAL PROPERTY THEFT OR DAMAGE:_ The District shall reimburse employees for personal property theft or damage under the following conditions:

a. The employee's personal property must be used for District purpose with the consent of the employee's supervisor.

b. An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Insurance & Benefits within one business day of the incident.

15.10 – REIMBURSEMENT FOR HAND TOOLS USED FOR DISTRICT PURPOSES AND PURCHASED BY DISTRICT EMPLOYEES: The District shall reimburse employees for the replacement cost of hand tools under the following conditions:

a. The hand tools must have been stolen from District-owned property, including vehicles.
b. The employee must demonstrate he/she exercised reasonable diligence in the care and protection of the tools.
c. An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Insurance & Benefits within one business day of the incident.

15.11 – REIMBURSEMENT FOR PERSONAL AUTO THEFT, VANDALISM: The District shall reimburse employees for theft and vandalism losses to their personal autos under the following conditions:

a. An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Insurance & Benefits within one business day of the incident.
b. A police report must be filed documenting theft or vandalism.
c. Loss must be the direct result of District negligence.
d. Maximum reimbursement of $250 toward amount not covered by employee's personal auto insurance deductible.

15.12 – REIMBURSEMENT FOR COLLISION DAMAGE TO AN EMPLOYEE'S PERSONAL AUTO: The District shall reimburse employees for collision losses to their personal autos under the following conditions:

a. The employee was driving his/her personal auto in the course and scope of employment with the consent of the employee's supervisor.
b. An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Insurance & Benefits within one business day of the accident.
c. Reimbursement shall be limited to the employee's personal auto insurance collision deductible.
d. Reimbursement shall be limited to accidents in which the other party is at fault (a citation is issued).
e. A copy of the law enforcement accident report must be submitted to the Department of Insurance and Benefits if and when it becomes available.

ARTICLE 16

ALCOHOL- AND DRUG-FREE WORKPLACE

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

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

16.03: As a condition of employment, each employee shall:

a. abide by the terms of this article, and;

b. notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a violation occurring on the premises of the Lee County School Board, at the workplace, or during the conduct of any official activity related to the Lee County School Board no later than five (5) days after conviction.

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

a. require such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, or

b. if the employee fails to participate satisfactorily in such program, the employee may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the School Board, or

c. take appropriate personnel action against such an employee, up to and including termination.

16.05: No employee shall be required to submit to drug or alcohol testing without reasonable suspicion except as otherwise required by law or this agreement. All drug and alcohol testing shall be conducted in accordance with District policy and procedures for drug and alcohol testing.

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

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

16.08: Employee assistance will be available through the Personnel Department and the Employee Assistance Program.

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

ARTICLE 17

PARTICIPATORY 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 ensure acceptability of the school-based decision-making process at the school level, the parties agree to the following:

17.021 - VOTING: When ten percent (10%) of all eligible employees at a given work site request a participatory decision making vote, this action will trigger a formal vote at that school site. Individual schools will determine the date in conjunction with the Steering Committee. The issue will be decided by an eighty percent (80%) approval of all employees at that school site.

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 content 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- OPTION FOR SCHOOL DISCONTINUANCE: Each participating school shall determine procedures whereby the employees of the school may choose not to continue in the program for an ensuing year. Such procedures must be forwarded to the task force prior to initiating the procedures for discontinuation of the program.

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

17.04 – WAIVERS: All schools can request a waiver of contract language based on an eighty percent (80%) vote of all employees being in favor of the waiver. The Association's designated representative(s) and the District's representative(s) shall count the ballots.

ARTICLE 18

DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

18.01: This Agreement shall be effective upon ratification by the bargaining unit and the Board.

18.02: The length of this contract is one (1) year (2005-06). The request for an initial negotiation meeting relative to a successor agreement shall be made in writing to the Superintendent by February 1, 2006. The parties agree to use the Interest Based process. The Labor/Management Committee shall meet in February 2006 to determine the design, training and schedule for bargaining. Bargaining Unit team members shall receive temporary duty leave as required for these purposes.

18.03: This Agreement, together with all the terms, conditions and effects thereof, shall expire on June 30, 2006, and in no event shall any other provisions of this Agreement contravene the expiration of this Agreement.

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