7-1-1991

Lee County, Florida School Board and Support Personnel Association of Lee County (1991)
Lee County, Florida School Board and Support Personnel Association of Lee County (1991)

**Location**
Lee Co., FL

**Effective Date**
7-1-1991

**Expiration Date**
8-15-1992

**Number of Workers**
1250

**Employer**
School Board of Lee County, Florida

**Union**
Support Personnel Association of Lee County

**NAICS**
61

**Sector**
Local government

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Agreement

between
The School Board of Lee County
and
Support Personnel Association
of Lee County

1991-92
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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; and

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

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

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

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

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

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

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

6. **Supervisor Shall Mean**: a. in a school, the employee's supervisor is the building principal or his designee; b. if an employee works at more than one work site, the
employee's supervisor shall be
the supervisor with whom a
grievance is filed;
c. if an employee is not assigned to
a school, the employee's
supervisor is the administrator
by whom the employee is
evaluated.

7. **Days:** All references in this
Agreement to days shall refer to
calendar days except when specified
otherwise.
ARTICLE 1
RECOGNITION

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. RC86-018 (also UC86-044 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 A.

1.022 - The unit excludes those supervisory, managerial-confidential employees excluded by PERC orders, and all temporary, casual, and administrative clerical employees and those employees in other units, and all other employees of the Board.
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 to 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 of 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, creed, sex, age, physical handicap, 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, creed, sex, age, physical handicap, 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, he or his designee may be allowed up to a total of twenty (20) 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 designee shall not exceed twenty (20) work days per year. The leave must be scheduled in a manner that will not adversely affect the operation of the school district.

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.

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 ten (10) copies of the current employee directory free of charge.

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. 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.

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.

3.13 - 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: The Association shall have two (2) representatives as members of the Calendar Committee. Participation on the Calendar Committee shall not waive the Association's right to bargain those elements of the calendar that relate to wages, hours, terms and conditions of employment.

3.15 - FACILITIES: When approved as provided by Board policies, the Association shall have the privilege of using school facilities and equipment.
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 initially determine what constitutes a safe working condition.

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

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

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

4.05 - ASSOCIATION REPRESENTATION:
The Association may appoint one (1) member 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.
ARTICLE 5
GRIEVANCE PROCEDURE

5.01 - DEFINITION: A grievance is defined as a claim by a named employee, or a group of named employees 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 disposition date shall be 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 U.S. mail.

5.06 - INFORMAL RESOLUTION PROCEDURE: In the event that an 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: The time limits provided in this article may be extended by written agreement between the grievant, the Association, and the Board. 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 not be inconsistent 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 - Meetings - 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 - Responsibilities During Grievance Processing: The filing of a
grievance shall not interfere with the right of the Board to carry out its management responsibilities subject to the final resolution of the grievance. The employee 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 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 furnished to the Association by the Superintendent. The Association shall make grievance forms available to employees.
ARTICLE 6
OVERTIME AND HOURS OF WORK

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 midnight.

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

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

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

6.041 - **Bus Operators** are entitled to rest periods as bus schedules permit.

6.05 - **MEAL PERIODS**: Employees shall continue to enjoy meal periods as in effect on the date of this Agreement. The meal period shall be as near as possible to the middle of the work shift. Employees may leave the work site during the meal period.

6.06 - **EMERGENCY MAKE UP DAYS**: When it is necessary to close schools and work sites 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. The Board will make every effort to avoid interruption in the amount and delivery of the employee's pay check. 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 operators, the time shall be made up on the days that students are scheduled to make up school.
6.062 - For employees who work 216 or 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 260 days 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 - 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.

6.08 - CALL BACKS: Employees who are called back to the job after the end of their work day 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.
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.

7.02 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:

7.021 - The name of any employee whose transfer form is received in Personnel by April 1 shall be made available to the appropriate principal or supervisor prior to advertising vacancies outside the district. Transfer requests submitted after April 1 shall not have priority exposure. Each employee must follow-up this request for transfer through direct contact with the supervisor or principal and request an interview for specific advertised openings. The April 1 date shall not deny any employee the right to submit a transfer request after this date. When two (2) or more employees apply for the same position, the employee with the most in-county seniority will be given first consideration.
7.022 - All transfer applicants granted interviews shall be notified in writing by the principal or supervisor of his decision.

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

7.03 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:

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

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

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

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

7.036 - A list of employees to be involuntarily transferred will be compiled by the Personnel Department. Vacancy information shall be provided to these employees. Thereafter, employees shall indicate the positions, in order of preference, which they desire. After 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 qualified for the job 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 Risk Management Department. The 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 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 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 Risk Management Department 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 have achieved maximum medical improvement as determined by an approved physician and are unable to return to their previous job position may be eligible for alternate duty assignments. Employees will be evaluated for alternate duty by the Risk Management Department.
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' aides 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 Risk Management Department.

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.

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.

7.06 - SENIORITY AND REDUCTION IN FORCE:

7.061 - Seniority: Seniority is the length of continuous service with the Board as a full or part-time employee. Any tie in seniority shall be broken by drawing lots to determine the senior employee. Employees lose their seniority as a result of the following:

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

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

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

a. Recall will be offered to laid off employees if they are physically qualified to perform the job. A laid-off 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 not to exceed two (2) months.

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.

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 preparer.

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) working 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: Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the Director of Personnel at the request of the employee's supervisor. The Department of
Personnel Services shall conduct an informal predetermination conference to review the allegations. Employees will be given prior written notice of the predetermination conference and may have a representative(s) accompany them and present relevant information. After all information has been considered, the Director of Personnel shall make a recommendation of any disciplinary action to the Superintendent. Recommended actions may include, but are not limited to: letters of warning and reprimand, suspension without pay, retraining or other assistance and dismissal from employment.

7.091 - **Reprimand**: Any written reprimand (or warning) shall be furnished to the employee and shall state the reason for the reprimand. The employee will be requested to sign the reprimand or warning 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 removed from all personnel files. 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.

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

**7.10 - Nonreappointment:** Upon written
request, the employee shall be granted a
conference with the Superintendent for the
purpose of reviewing the decision not to
renew the employee's contract. The decision
of the Superintendent shall be in writing and
shall be furnished to the employee within ten
(10) work days. The decision is final and not
subject to the grievance procedure unless it is
arbitrary or capricious.

7.101 - An employee who is being considered
for nonreappointment due to poor
performance shall receive written notice
from the supervisor by May 1.
7.102 - An employee who is being considered for nonreappointment based upon misconduct will receive written notice as soon as that decision is made by the supervisor.

7.11 - EMPLOYEE PROTECTION: 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 - When job vacancies occur, the applicant whose qualifications, work experience and interview responses are superior, shall be offered the position. Current employees of the district who apply shall be given first consideration prior to other applicants. If the Superintendent determines that two or more applicants are equally qualified, the applicant with the most in-district experience will be offered the position. If an unsuccessful applicant makes a written request to the supervisor within five (5) working days of the date the Board accepts the recommendation for the position, the supervisor will schedule a conference within ten (10) days of receipt of the written request to discuss his application and possible changes to enhance the employee's opportunity for future promotion.

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

8.013 - Persons who have been hired as temporary employees and have worked successfully for six (6) months or longer shall be considered when vacancies occur.

8.014 - When it is necessary to transfer an employee from or to a day or evening schedule, the supervisor shall first seek volunteers desiring the transfer. If more than one employee volunteers the employee with the most seniority shall be given preference. If no volunteers exist, the least senior employee shall be transferred.

8.02 - JOB DESCRIPTIONS 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 other duties that are specifically job related.

8.022 - An employee may request a formal review of his job description when the
employee believes the current duties as
assigned do not match the job description.

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

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

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

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
work 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, but in no event shall there be a reduction in pay.

8.05 - 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.

8.06 - 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 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 shall notify the principal or supervisor of the leave needed as soon as possible prior to his absence.

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

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

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

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

9.02 - TYPE OF LEAVES:

9.021 - Sick Leave: All full-time employees shall be credited with four (4) days of sick leave on the last day of the first month of employment of each contract year and shall thereafter accrue one (1) day of sick leave for each month of employment. Sick leave shall be credited to each 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 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, and the 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 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 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 only in one-half (1/2) day increments by couriers and maintenance employees. One-half (1/2) day shall be defined as one-half the number of hours in the employee's work day. Other employees may take sick leave in increments of one (1) hour and quarter (1/4) hours thereafter. In cases of emergency or scheduled health care provider appointments within one hour of the end of the work day, the employees 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.

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.

Reinstatement of Accrued Sick Leave: When an employee interrupt 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.

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

9.022 - Illness or Injury-in-Line-of-Duty Leave: Any full time regular employee shall 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 per 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, except as provided in this Agreement, 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 concurring 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 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 supply 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 at school.

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

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

**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;

**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) 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 only be used in one-half (1/2) day increments by couriers and maintenance employees. One-half (1/2) day shall be defined as one-half 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 employees shall submit a written request for maternity leave to the Superintendent. The leave request shall include the date leave is to commence as determined by the employee in consultation with her licensed medical 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 the leave for which a medical disability exists. The employee must submit a
licensed medical provider's statement indicating the number of days 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 medical 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: 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. Temporary duty is not leave. The employee and the Superintendent must mutually agree on temporary duty.

9.029 - **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. To continue insurance coverage during the leave period, the employee must remit all premiums due thereafter when permitted.

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

9.031 - **Membership:** Any full-time employee who is employed by the Board for at least one (1) year and has six (6) days accrued sick leave as of date of application for membership, may enroll in the Sick Leave Bank (SLB) by contributing his seventh or subsequent sick leave day to the SLB between August 15 and September 30 of any year. Only full-time employees are to enroll in and receive benefits from the Sick Leave Bank.
Any full-time employee who ceases to work 20 or more hours per week shall become ineligible for membership and benefits until the employee again becomes full time. Application forms for membership shall be provided to employees at the worksite. An employee must contribute one (1) sick leave day at the time of enrollment. Sick leave days donated to the SLB will not be returned except as hereafter provided.

9.032 - **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.

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

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

9.036 - **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 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 one hundred (100) continuous paid work days in a school year or a total of one hundred (100) days for any one illness or disability. When an employee uses one hundred (100) 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.

9.037 - 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.

9.038 - 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, whose decision will not be subject to the grievance procedure.

9.039 - **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), of the unit, or any authorized litigant with respect to the establishment or administration of the SLB.
ARTICLE 10
HOLIDAYS AND VACATION

10.01 - HOLIDAYS: All full-time employees in the unit except bus operators and food service employees, shall receive the following paid holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday and Memorial Day. Employees who work 260 days per year shall receive six (6) consecutive work days' winter vacation. Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid for holidays that occur during their work year. Bus operators and food service employees shall receive the following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), President's 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 of 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.
ARTICLE 12
COMPENSATION

12.01 - SALARY: Each employee in the unit shall receive a step increase of three percent (3%), if eligible, and an additional increase of one percent (1%) above his salary after step increase. The additional increase shall be retroactive to July 1. To be eligible for the step increase, an employee must work one day more than one-half (1/2) the scheduled days for the position. In order to receive the retroactive pay increase, the employee must be working or on leave on the date the Board ratifies this Agreement. Compensation shall remain the same until a new schedule is negotiated.

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

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

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

12.05 - LONGEVITY PAY: After completing twenty (20) continuous years of employment, excluding outside experience credit, the employee shall receive an annual $500 increase in salary. The increase shall become effective on July 1 of the fiscal year after the employee becomes eligible. After completing 25 continuous years of employment, excluding outside experience credit, an employee shall receive an additional annual $750 increase in salary. The increase shall become effective on July 1 of the fiscal year after the employee becomes eligible and annually 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 $5.00
per hour for actual 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 termination.

12.081 - Optional Pay Delivery for Bus Operators: Each bus operator shall be given a pay delivery choice form at the pre-school orientation. The operator shall indicate on the form whether his paycheck shall be delivered to the central transportation office or a high school site of the employee's choice.

12.09 - PAY DELIVERY PROCEDURES:

12.091 - For employees who work less than 260 days per year (except bus operators), the employee must work at least five (5) days to be eligible for a paycheck on August 31. This paycheck, if issued, shall be for days worked; however, no employee will receive more than 1/24 of the employee's annual salary. Thereafter, 1/24 of the employee's annual salary will be issued on the 15th and the last day of each month except for the September 30 check which will be 2/24 less the amount paid on August 31. The balance of contract shall be issued on the next to last
payday of the employee's work year less an amount equal to days worked in the final pay period.

For employees who do not receive a partial check on August 31, the employee will receive 1/24 until the next to last pay day of the employee's work year when the employee receives the balance of contract salary less an amount equal to days worked in the final pay period.

12.092 - Final Pay: The employee shall receive a final paycheck equal to days worked in the final pay period on the pay date immediately following the last scheduled work date.

12.093 - When the 15th or last day of the month falls on a weekend or holiday, checks will be issued on the last scheduled day prior to the weekend or holiday.

12.094 - 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.

12.095 - Bus operators shall be paid for actual hours worked each pay period. The first paycheck shall be issued on September 15 and the final paycheck shall be issued on June 30. Each paycheck will represent actual hours worked up to the cut-off date of the previous pay period.
12.096 - Paychecks will be delivered in a manner that insures confidentiality. Upon written request, an employee shall receive his paycheck in an envelope.
ARTICLE 13
HEALTH BENEFITS

13.01 - LIFE INSURANCE: The Board will provide for twenty thousand dollars ($20,000) of term life insurance for each employee with an additional twenty thousand dollars ($20,000) accidental death and dismemberment insurance. Coverage shall begin on the date of employment. Each employee may also purchase through payroll deduction an additional twenty thousand dollars ($20,000) of term life insurance and an additional twenty thousand dollars ($20,000) accidental death and dismemberment insurance.

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

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

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

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

13.024 - During the 1991-92 fiscal year, the
Board shall pay 100% of the health insurance
premium ($189.63/employee/mo.) for all full-
time employees. Employees who elect
dependent coverage shall pay the premium
selected according to the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Total District Emp.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prem.</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$189.63</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$350.29</td>
</tr>
<tr>
<td>Employee &amp; Child</td>
<td>$331.49</td>
</tr>
<tr>
<td>Employee &amp; Children</td>
<td>$350.29</td>
</tr>
<tr>
<td>Family</td>
<td>$411.20</td>
</tr>
</tbody>
</table>
The employee cost will be deducted bi-monthly.

13.03 - LIABILITY: The Board will provide liability coverage in the amount of one hundred thousand dollars ($100,000) per loss per employee not to exceed two hundred thousand dollars ($200,000) per incident.

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

13.05 - SECTION 125 PLAN:

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

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

13.053 - Monies saved by the Board from a reduction in the Board's social security contribution for each employee who participates in the Section 125 Plan shall be set aside. These funds shall only be used to fund a mutually agreed upon dental plan for employees.

13.054 - Newly hired employees shall sign an enrollment form indicating their selection(s) or waiver at the time they sign their contract with the Lee County School Board. Each employee's selection shall be binding for the employee's work year, except those changes required for the plan to continue to qualify under IRS regulations or state and federal law. An employee may change selections by completing a new enrollment card and forwarding it to the Department of Risk Management at least twenty (20) days prior to the last day of the employee's work year. The change will be implemented on the first day of the employee's work year.

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

   a. Medical Reimbursement Coverage;
   b. Dependent Comprehensive Hospitalization;
c. Additional Term Life and Accidental Death & Dismemberment Coverage;
d. Income Protection Coverage;
e. Dental Plan Coverage;
f. Cancer Coverage;
g. Vision Care Coverage.

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

13.06 - GENERAL PROVISIONS: The Board's contributions for applicable insurance benefits specified herein shall be for 12 months. Insurance coverage shall be in accordance with Florida law and the policies and procedures adopted by the Board.

13.07 - INSURANCE TASK FORCE: Within thirty (30) work 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 Association, 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 shall be incorporated in the contract after they have
been ratified by both the Board and the Association.
ARTICLE 14
BUS OPERATORS

14.01 - OPERATOR SENIORITY DATE: A substitute operator's seniority date for the purpose of employment as regular operator is the first day of continuous compensated training that leads to receipt of a bus operator's license.

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

a. A substitute will be appointed to the regular position, in seniority order, as a vacancy becomes available, provided the substitute has met all the requirements for the position and has been recommended by the supervisor.

b. If the employee elects to reject the appointment to a regular position, the employee will be passed over until another vacancy occurs.
c. When more than one substitute(s) is appointed to a position of regular operator on the same day, they shall be placed on the regular operator seniority roster in the same order as they were on the substitute seniority roster.

d. Regular operators shall be assigned a seniority number in conjunction with their seniority date beginning with the seniority number 001. Regular operators who qualify for exceptional student education routes shall be identified as such with the letter "S" following their seniority numbers.

14.012 - The employee seniority date as a regular employee shall be the first day of continuous compensated training that leads to receipt of a bus operator's license. Current operators who have identical seniority dates will have their dates recalculated by the last four (4) digits of the employee's social security number. An employee who is rehired must meet all eligibility requirements, and accept reappointment as a substitute.

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, operators 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 operator 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.

14.022 - Reimbursement for Daily Field Trips: For all in-county trips which cannot be accomplished during the minimum day for operators and for all out-of-county field trips, except overnight trips, operators 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 driver's regular hourly rate for the preceding school year. Drivers 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 on the time from which the operator begins to drive the bus to the time when the operator parks the bus.

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

14.024 - **Field Trip Cancellation**: When an out-of-county trip is cancelled, and notification is not given to the employee until the actual day of the trip, the operator 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 outside of the regular work day is cancelled, and notification is not given until the operator arrives to begin loading, the operator 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.

Trips will be assigned on the basis of seniority and operational region to those operators 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 out-of-county
trips. Operators 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 operator elects to reject an assignment, he will be passed over until his name comes up again in rotation.

a. Field trips missed by an operator due to an authorized absence will not cause the operator to miss his turn. That operator will be offered the next available field trip.

b. Upon written request by the operator to the Director, an operator's name may be withdrawn from the list of eligible drivers. When an employee is on leave, his name shall be passed over.

c. The name of any operator who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss his next turn.

d. Operators who reject more than three (3) field trips per school year shall be removed from the roster for the remainder of the school year.

14.027 - **In-County Field Trips:** All in-county field trips not included in the seven (7) hour guaranteed minimum day program will be assigned on the basis of seniority and operational region to those operators 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. Operators who become eligible or request assignment after the first day of school, shall be added to the end of the list. If an operator elects to reject an assignment, he will be passed over until his name comes up again in rotation.

a. Field trips missed by an operator due to an authorized absence will not cause the operator to miss his turn. That operator will be offered the next available field trip.

b. If a bus operator requests, his name shall be removed from the list of eligible drivers. When an employee is on leave, his name shall be passed over.

c. The name of any operator who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss his turn.

14.028 - **Outside Vendors**: Field trips will not be assigned by the Transportation Department to other employees or outside vendors if any regular bus operator or substitute is available.

14.03 - **Minimum Day for Operators**: 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 non-route time.

a. Any driver 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 all 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.

c. Operators with a work day (14.031) of less than seven (7) hours per day will be assigned additional duties. Additional duty time may be accumulated up to twenty (20) work days and may be assigned during weeks other than the week in which generated and paid. Hours worked as defined in 6.02, including additional time paid back, may not exceed a total of 40 hours per week. These additional
duties may include, but not be limited to, the following:

1. **Attendance at operators' meetings or additional training sessions**, provided that the operator is given five (5) work days advance written notice;

2. **In-county field trips** that will occur during the hours of 7:30 a.m. to 4:30 p.m. At least 24 hours' notice will be provided, except in an emergency. Bus operators will not be required to assume emergency duty when a cancellation of a previous commitment would create an undue hardship.

3. **Trips to the garage for bus service, inspection and/or repair, breakdown time, and additional runs.**

4. **Assignment of extra duties** at the Transportation Department or school sites shall include but not be limited to mail, parcel and parts pickup and delivery, assistance with routing and reports, scheduled stand-by and other similar duties. With the agreement of the operator, the duties may include radio, data entry, telephone contacts.
typing and other general office duties. Custodial, maintenance and food service work will not be assigned. These duties may be assigned during the work day provided that notice is given no later than the last work day of the preceding week.

5. Emergency duties may be assigned by the Transportation Department, and shall be considered additional duty. Bus operators will not be required to assume emergency duty when a cancellation of a previous commitment would create an undue hardship.

6. Any operator assigned to duties between 11:00 a.m. and 1:00 p.m. shall be provided a one-half (1/2) hour unpaid lunch period when needed, except that operators assigned to field trips will be provided lunch time as bus schedules permit.

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 - Drivers 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 non-route time. No extra duties will be assigned to these routes.

14.04 - ROUTE BIDDING:

14.041 - 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 who qualify by experience or training as determined by the Director of Transportation.

14.042 - Descriptions of all routes will be posted at a designated location at least 40 work hours prior to the beginning of the bidding procedure.
14.043 - Routes shall be listed by:

(a) Total estimated route time;
(b) Bus number and type of bus;
(c) Required parking area;
(d) Schools served;
(e) Approximate beginning and ending time;
(f) Special education.

14.044 - Routes will include any permanently assigned standby time, intramural runs, and activity runs.

14.045 - The location of bus parking is the decision of the Transportation Department.

14.046 - Operators will receive written notification of their assigned seniority number, along with the time and date to select his route. Operators 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 operator who does not appear will be assigned an available route at the conclusion of the bidding process.

14.047 - An operator 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 operator's assigned time and place for bidding.

14.048 - As routes are filled during the bidding, the name of the operator who elects the route will be placed on the master list, so
that operators who have yet to bid will know which routes are available.

14.049 - New routes that are created after all bidding is completed and any vacated routes shall be filled by a substitute operator.

14.0410 - Bus routes shall be bid as posted. Routes may be adjusted and buses may be reassigned by the Director of Transportation after bidding is completed.

14.0411 - A regular route shall be defined as a route for which there is a funded position.

14.0412 - When the supervisor determines that a route change is necessary, the bus operator 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 driver's input and shall thereafter notify the driver the day a change is confirmed.

14.05 - 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.
ARTICLE 15
OTHER BENEFITS

15.01 - SAFE DRIVING AWARD: An employee shall be eligible for a safe driving award of $75 provided that the employee:

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

b. continuously holds such position for a period from the first day of the second semester to the end of the school year in which the award is earned;

c. has not had a preventable accident as determined by the Safe Driver Plan or received a citation from a law enforcement officer for a moving traffic violation.

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

15.02 - UNIFORMS: When required, uniforms will be provided for employees. Specifications for all uniforms shall be determined by each department. New employees shall be eligible to receive uniforms no later than completion of the probationary period. After the first issue of uniforms, employees who are provided purchased uniforms shall have the
opportunity to select approved accessories provided that the basic uniform is in good condition and that the total price of accessories does not exceed the cost of the uniforms. Every reasonable effort will be made to provide uniforms to employees within 30 work days following the beginning of each work year.

15.03 - TRADE CERTIFICATION SUPPLEMENT: Trades employees who have secured a license as a journeyman or who can provide written evidence of completion of a comprehensive trade-related certification or degree program in the related area of their employment will receive a $175 annual 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.

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 years of creditable service in a state 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 state 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 first through third years of service in the district, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days accumulated sick leave;

(b) during the fourth through sixth years of service in the district, the daily rate of pay multiplied by forty (40%) percent times the number of days accumulated sick leave;

(c) during the seventh through ninth years of service in the district, the daily rate of pay multiplied by forty-five (45%) percent times the number of days accumulated sick leave;
(d) during the tenth through twelfth years of service in the district, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave; or

(e) during and after the thirteenth year of service in the district, the daily rate of pay multiplied by one hundred (100%) percent times the number of days of accumulated sick leave.

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 employees' skills and/or enables the employee to reenter an occupation, including homemaker. Tuition shall also be waived for employees who enroll in Adult Basic Education.
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.
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 1300.11 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:

(1) abide by the terms of this article, and;
(2) 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:

(1) 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

(2) if the employee fails to participate satisfactorily in such program, the employee may be nonrenewed or his or her employment may be suspended or terminated, at the discretion of the School Board, or

(3) take appropriate personnel action against such an employee, up to an including termination.
16.05 - No employee shall be required to submit to drug or alcohol testing without reasonable cause.

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 specific duties.

16.08 - Employee assistance will be available through the Personnel Department and the Employee Assistance Program.
ARTICLE 17
SCHOOL-BASED DECISION MAKING

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

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

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

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

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

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

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

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

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

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

17.028 - **Option for Schools to Discontinue:**
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.
ARTICLE 18
DURATION AND ACCEPTANCE

18.01 - All provisions of this Agreement shall remain in full force until August 15, 1992.

18.02 - Should either party desire to terminate, change or modify any portion of this Agreement, they shall notify the other party in writing on or before April 30, 1992. Such notification shall be sent by certified mail, return receipt requested. Notification shall include the title of the articles the party wishes to renegotiate. All other articles shall remain in full force for the new negotiated period. Such articles shall be acknowledged upon introduction of any disputed articles.

18.03 - Negotiations shall begin no later than May 1, 1992, unless otherwise agreed to by the parties.

18.04 - This Agreement is signed this 18th day of February, 1992.

In Witness Thereof:

For the Association:

President

Bargaining Chairperson

Executive Director

For the Board:

Chairman

Superintendent

Chief Negotiator
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

GRIEVANCE REPORT FORM

NAME OF PERSON(S) FILING GRIEVANCE: __________________________

SCHOOL/DEPARTMENT: ___________________________ JOB CLASSIFICATION: ___________________________

HOME ADDRESS: ___________________________________________ HOME PHONE: ___________________________

NAME OF PERSON GRIEVANCE FILED WITH: ___________________________

A. DATE CAUSE OF GRIEVANCE OCCURRED: ___________________________

B. SPECIFIC CONTRACT PROVISION GRIEVED ARTICLES(S): _______ SECTION(S) NO. ___________________________

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

D. RELIEF SOUGHT

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

SIGNATURE OF GRIEVANT ___________________________ DATE OF FILING ___________________________

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

SIGNATURE OF IMMEDIATE SUPERVISOR ___________________________ DATE OF RESPONSE ___________________________

NAME OF COUNSEL OR UNION REPRESENTATIVE: ___________________________

White: To Immediate Supervisor  Yellow: To Superintendent  Pink: To Union  Gold: Issued to Grievant

MIS 319 (12/88)

101
### SALARY SCHEDULE

The School Board of Lee County, Florida  
Support Personnel Association of Lee County (SPALC)  
1991-1992

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<td>Training Opportunities (Vocational Programs)</td>
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