

# SPALC

## FY22 TENTATIVE AGREEMENT

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



**FY22 (2021-2022 SCHOOL YEAR)**

**FY23 (2022-2023 SCHOOL YEAR)**

**FY24 (2023-2024 SCHOOL YEAR)**

**MARCH 2022**

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**PREAMBLE**

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1 The Support Personnel Association of Lee County (SPALC) ~~Contract~~ Collective Bargaining Agreement  
2 includes the terms of employment for all support staff, who are part of the SPALC bargaining unit  
3 regardless of whether they are dues paying SPALC members. The SPALC Collective Bargaining  
4 Agreement ~~Contract~~ is an collective bargaining agreement made ~~between by~~ The School Board of Lee  
5 County, on behalf of The School District of Lee County, and SPALC, on behalf of the support staff who  
6 serve the students who is the Union and legal representative of the support staff who serve the  
7 students of The School District of Lee County of the District. The purpose of the SPALC Collective  
8 Bargaining Agreement ~~Contract~~ is to promote a harmonious relationship between employees and  
9 their employer, to establish equitable procedures for resolution of differences, and to memorialize  
10 specified terms of employment. The SPALC Collective Bargaining Agreement ~~Contract~~ is a living  
11 document that through the mutual agreement of the parties, the District and SPALC, can be modified  
12 to ensure responsiveness to the educational needs of our community without interruption to  
13 educational programs. The ~~School~~ District of Lee County prides itself on the positive relationship that  
14 has been built with the representatives of SPALC and seeks to continue this positive relationship  
15 through open, honest, and regular communication.

## DEFINITIONS

**(1) EMPLOYEE:** The term "employee" shall refer only to employees in the bargaining unit as defined in Article 1.03 (Bargaining Unit).

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

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

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

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

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

**(5) SUPERVISOR:** For the purpose of this agreement, the term Supervisor shall mean the immediate supervisor, defined as follows:

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

**(b) Assigned to Multiple Schools/Sites:** 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) Not Assigned to a School/Site:** If an employee is not assigned to a school, the employee's supervisor is the administrator by whom the employee is evaluated.

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

**(7) WORKPLACE:** "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.

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## ARTICLE 1 –PARTIES TO AGREEMENT

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

6  
7 **1.02 – CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes that The  
8 Support Personnel Association of Lee County is certified by the Florida Public Employees Relations  
9 Commission as the sole and exclusive collective bargaining agent for all employees in the Bargaining  
10 Unit described herein with respect to wages, hours and terms, and conditions of employment. See  
11 also PERC Case No. RA-93-009, Order No. 93E-249, Case No. RC-86-018, Order No. UC-86-044, Order  
12 No. UC-87E-050, Case No. RC-86-009, 86E-132, 87E-050 and subsequent orders issued by PERC.

13  
14 **1.03 – BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are included  
15 in the SPALC Salary Schedule. This includes, but is not limited to all full-time and part-time support  
16 staff in the job classifications listed in Appendix C.

17  
18 **1.04 – EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and other regular  
19 employees listed as part of other bargaining units or salary schedules. This includes instructional staff;  
20 supervisory, technical, and confidential staff; and all administrative staff. Specifically excluded are all  
21 members of management, including but not limited to the Superintendent, Chiefs, Principals,  
22 Assistant Principals, Executive Directors, Directors, Assistant Directors and administrative  
23 coordinators.

## ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – EMPLOYEES:** Employees shall have the right to join or not join the Association. Employees  
2 shall have the right to engage in lawful concerted activities for the purpose of collective bargaining as  
3 it relates to conditions of employment or compensation or other mutual aid or protection. The  
4 employees shall have the right to refrain from engaging in such activities. They shall have the right  
5 to express and communicate views in accordance with state and federal law and have the right to  
6 a fair and equitable grievance procedure administered without regard to membership or non-  
7 membership or by virtue of their holding or not holding office in the Association. This article shall  
8 be applied to all employees by the employer and Association. Employees shall have all the rights  
9 secured to them by PERC, Chapter 447, Part 2, Florida Statute, and as otherwise provided by law.

10 **(1) Non-Discrimination:** The Articles of this Agreement shall apply to all employees without regard  
11 to race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy,  
12 political affiliation, Association membership, age, creed, gender identity or expression, disability if  
13 otherwise qualified, or any other unlawful factor.

14 **(2) Duty to Self-Report:** Each employee shall self-report to the District's Department of Professional  
15 Standards and Equity, within two business days, any arrests and/or charges involving the abuse of a  
16 child or the sale and/or possession of a controlled substance. Such notice shall not be considered an  
17 admission of guilt. In addition, each employee shall self-report any conviction, finding of guilt,  
18 withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of  
19 guilty or Nolo Contendere (No Contest) for any criminal offense other than a minor traffic violation  
20 within two business days after the final judgment. Unit employees, who regularly or incidentally  
21 operate Board vehicles shall, as soon as they become aware, notify their supervisor of any moving  
22 violation, suspension or revocation of their driver's license. Failure to comply with any article may be  
23 cause for appropriate disciplinary action, up to and including termination. Such disciplinary action  
24 shall be subject to the grievance procedure.

25 **2.02 – MANAGEMENT:** The Board hereby retains and reserves to itself, the Superintendent and all  
26 administrative personnel the right to unilaterally determine its purposes, set standards of services,  
27 and exercise control and discretion over its organization and operations. Management shall have  
28 all of the rights secured to them by PERC Chapter 447, Part 2, Florida Statutes, and as otherwise  
29 provided by law.

### 30 **2.03 – ASSOCIATION**

31 **(1) Facilities:** The Association shall have the privilege of using school facilities and equipment as  
32 provided in Board policy.

33 **(2) Association Representatives:** The District shall recognize and deal with the Association  
34 representatives designated in writing by the Association President. Any changes shall be submitted to  
35 the District in writing. Upon arrival at any school or work site, such representative shall report to the  
36 principal of the school or the supervisor of the work site and shall indicate the purpose of the visit.  
37 In no event shall the Association representative interfere with or disrupt the work of an employee.  
38  
39  
40  
41  
42  
43  
44

1 **(3) School Board Meetings:** The Association President or their designee shall have the right to  
2 attend School Board meetings. The Association President or their designee will make arrangements  
3 with the Superintendent to attend any Board meeting held during working hours. The Association will  
4 reimburse the District for the wages of the Association employee who attends a Board meeting during  
5 working hours.  
6

7 **(4) Posting:** The Association shall have the privilege of posting notices concerning Association  
8 business on bulletin board space not less than 24" x 36" exclusively assigned to the Association by  
9 the principal or supervisor. The Association shall be given a list of the location of each bulletin board  
10 space and be informed of any intended changes. The Association shall provide a copy of each notice  
11 to the principal or supervisor prior to each posting.  
12

13 **(5) Mailboxes:** The Association shall have the right to distribute Association materials in employee  
14 mailboxes at school sites where such mailboxes are provided. When the Board and the Association  
15 must communicate items of mutual concern to the employees of the District; the courier service  
16 may be utilized to disseminate such communications. The Association agrees to indemnify the Board  
17 for any claim that might arise on the issue of private express, including all costs, penalties, and  
18 attorney's fees.  
19

20 **(6) Dues Collection:** Each pay day, including final pay, the Board shall deduct Association dues from  
21 the pay of every member who has signed an authorization card (see Appendix A). Upon termination  
22 from employment, any amount due the Association shall be deducted from the employee's final  
23 paycheck. The authorization is revocable by the employee upon thirty (30) days' written notice to the  
24 Board and the Association. The Board will provide the Association with a complete list of deductions  
25 made each month. Dues deduction authorization cards must be presented to the Payroll Department  
26 by the Association six (6) work days before the pay period in which the deduction begins. The Payroll  
27 Department will notify the Association of a member's request to drop membership within seven business  
28 days. Any dispute as to the amount of dues deducted shall be solely between the Association and the  
29 employee. The Association and the employee shall hold the School Board harmless from any liability  
30 arising from the deduction of any dues. In cases of deduction errors, adjustments will be made in  
31 subsequent checks.  
32

33 **(7) Association Leave:**

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

42 **(b) President:** The President of the Association may be granted personal leave for the  
43 school year(s) of their term of office. Such leave shall be granted with the same privileges and  
44 benefits approved with personal leave for other employees.

45 **(c) Bargaining Team:** An employee who is a member of the bargaining team shall be  
46 released from work on paid leave if the bargaining calendar conflicts with the employee's work  
47 schedule. In such event, the Association shall pay a qualified substitute except for impasse,

1 mediation, or upon mutual agreement of the parties. Otherwise, the employee's supervisor  
2 may adjust the employee's work schedule with the consent of the employee.  
3

4 ~~**(8) Public Records:** Upon receipt of a written request identifying each specific public record desired  
5 by the Association, the Board shall make available such public records as defined by Florida  
6 Statutes 119, for inspection. Examination and the cost of duplication of public records shall be in  
7 accordance with Florida Statute 119.~~

8 ~~**(a) Business Necessity:** In accordance with Florida Statute 119, sharing of confidential  
9 information may only occur under certain circumstances that are related to a business  
10 necessity. The District recognizes that such a business necessity exists as it relates to the  
11 Association's fulfillment of its duties under Florida Statute 447.~~

12 ~~**(b) Bargaining Unit Information:** A list of all bargaining unit members will be provided to the  
13 Association at the start of each fiscal year and on a regular basis thereafter. The Association  
14 agrees that personally identifiable information will remain confidential and will not be  
15 distributed to third parties. The Association agrees that information that is exempt from public  
16 inspection will not be disclosed without first obtaining the express written authorization of the  
17 District and the employee involved.~~

18 ~~**(8) Public Records:** Upon written request, the Board shall furnish the Association with other public  
19 records. Inspection, examination and the cost of duplication of such public records shall be in  
20 accordance with Board Policy and Chapter 119, Florida Statute.~~

21 ~~**(a) New Hires:** The Board will furnish the Association a list of all new employees hired each  
22 month. Such information shall include the employee's name, date of hire, department and job  
23 classification. The Association shall pay the Board actual cost thereof.~~

24 ~~**(b) New Employee Orientation:** A video featuring SPALC will be shown at all New Employee  
25 Orientations and available at other meetings.~~

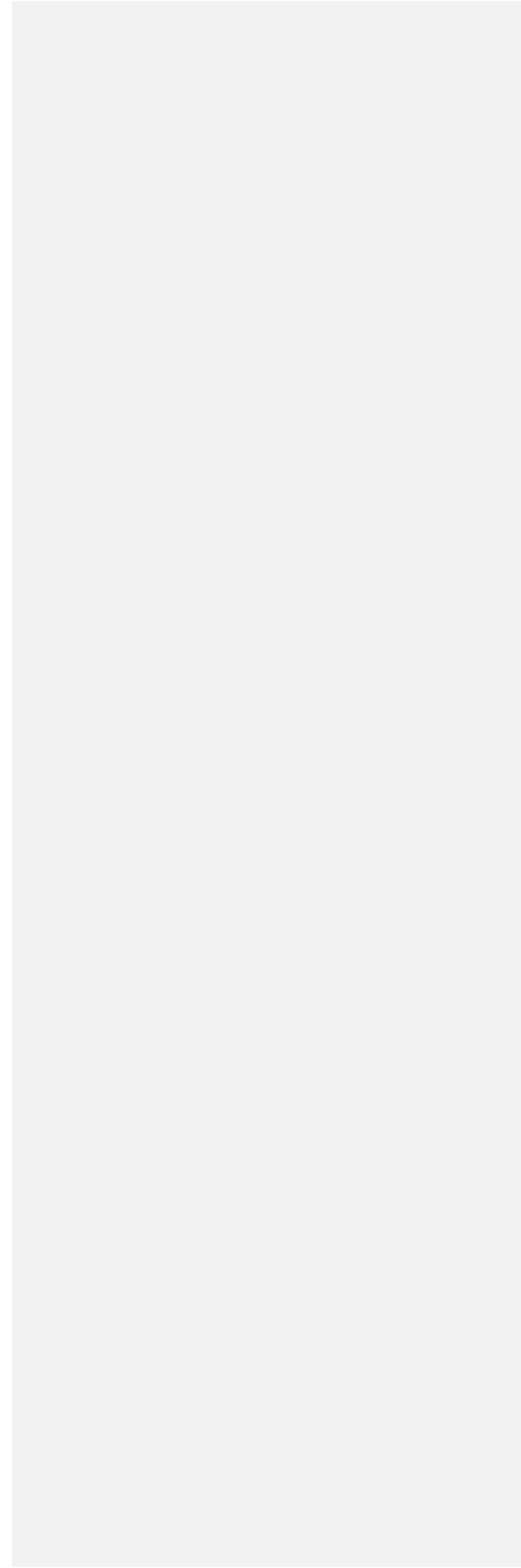
26  
27 **(9) Consultation:** The Association may request meetings with management for the purpose of  
28 discussing issues of mutual concern. The request must be in writing and include items to be  
29 discussed. Management shall respond to such requests within five (5) days. Any written agreements  
30 resulting from such meeting shall be ratified by the appropriate governing body of the Association and  
31 the School Board or its designee.  
32

33 **(10) Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this  
34 Agreement to the Association for every 20 employees governed by the Agreement within 30 days after  
35 a print ready draft is approved by the parties. The Board further agrees to provide access to the  
36 Agreement from the home page of the District's Website and to provide computer access to  
37 employees in the unit for the purpose of reviewing the Agreement.  
38

39 **(11) Strikes:** The Association agrees not to engage in a strike, work stoppage or other similar forms  
40 of interference with the operations of the Board. Any employee, who participates in or promotes  
41 a strike, work stoppage or other similar form of interference with the operation of the Board, shall  
42 be subject to disciplinary action, up to and including discharge. In the event of a strike, work stoppage  
43 or interference with the operation of the School Board administration, the President of the Association  
44 shall promptly and publicly disavow such strike or work stoppage and strongly recommend that the  
45 employees return to work and attempt to bring about a prompt resumption of normal operations.  
46 The Association President shall notify the Superintendent within twenty-four (24) hours after the  
47 commencement of such strike, about the measures it has taken to comply with this article. Failure to



1 abide by the terms of this article will automatically terminate this Agreement.



## ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

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

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

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

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

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

## ARTICLE 4 –GRIEVANCE PROCEDURE

1 **4.01 – DEFINITION:** A grievance is defined as a claim by a named employee, or a group of named  
2 employees, or the Association through the President, that there has been a violation,  
3 misinterpretation or misapplication of articles in this Agreement. A grievance shall be processed as  
4 hereinafter provided.

### 5 6 **4.02 – JURISDICTION**

7  
8 **(1) Representation:** All members of the unit have the right to be represented by the Association in  
9 the resolution of a grievance. Nothing herein shall be construed to mandate Association representation  
10 of a unit member who is not also a member of the Association; nothing herein shall be construed  
11 to prevent any member of the unit from presenting their own grievance in person or by counsel and  
12 having such grievance adjusted without the intervention of the Association, if the adjustment is  
13 consistent with the terms of this Agreement, and if the Association has been given the opportunity  
14 to be present at the meeting called for the resolution of such grievances.

15  
16 **(2) Rights:** Nothing contained in the grievance procedure shall be construed to deny the Board,  
17 the Superintendent, the Association or any employee the rights otherwise guaranteed by law.  
18 Retaliation for filing a grievance is strictly prohibited.

19  
20 **(3) Responsibilities:** The filing of a grievance shall not interfere with the right of the Board to carry  
21 out its management responsibilities to the final resolution of the grievance. The employee shall  
22 abide by management's decision prior to and during the time the grievance is pending.

23  
24 **(4) Expenses:** The fees and expenses of the arbitrator and witness fees for witnesses called by the  
25 arbitrator shall be paid equally by the Board and the Association. Otherwise, each party shall bear its  
26 own expenses.

27  
28 **(5) Waiver:** When the Association and the supervisor agree that the supervisor will waive Level I,  
29 the grievant may file the grievance and proceed through the grievance procedure from the informal  
30 proceeding to Level II. In the case where an alleged violation exists at multiple work sites or affects a  
31 broad class of employees, the parties may by mutual agreement begin at Level II of the grievance  
32 procedure. The commencement of proceedings against the Board in a court or before PERC or any  
33 administrative agency, by an employee(s) or the Association, for misapplication or misinterpretation of  
34 the terms of this Agreement shall be deemed a waiver by said employee(s) and the Association of their  
35 right to resort to the grievance procedure.

### 36 37 **4.03 - FILING**

38  
39 **(1) Grievance Forms:** Grievance forms shall be available in electronic format on the District's  
40 website or may be copied from Appendix B of this Agreement.

#### 41 **(a) Time Limits:**

42 Failure of the grievant to process a grievance within the time limits herein provided  
43 shall bar the grievance. The time limits provided in this article may be extended by  
44 written agreement between the parties. Whenever illness or any other incapacity of  
45 the grievant prevents attendance at any grievance hearing, the time limits shall be

1 extended to such time that the grievant can be present.

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

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

#### 10 **4.04 - HEARINGS**

11  
12 **(1) Informal Grievance:** In the event that an employee believes that there is a basis for a grievance,  
13 they shall, within ten (10) working days of the alleged violation, schedule a meeting with their  
14 immediate supervisor to informally discuss the alleged violation. This meeting is often the best  
15 opportunity for the parties to achieve a positive resolution to avoid a formal written grievance. The  
16 meeting will take place within seven (7) working days of the date the employee notifies the supervisor,  
17 unless otherwise agreed upon by the parties. If after the informal discussion has concluded and the  
18 violation still exists, after seven (7) working days the grievant may utilize the formal grievance  
19 procedure. The grievant must initiate the grievance within seven (7) working days of the informal  
20 discussion. The grievant may choose to have an Association representative present during the  
21 informal discussion. It is the intention of the parties that the Level I Grievance Hearing shall not be  
22 an exact repeat of the Informal Grievance Hearing. The Level I Grievance Hearing will be waived if  
23 the same Administrator who conducted the unresolved Informal Grievance Hearing, would under  
24 normal circumstances, be the same individual conducting the Level I Grievance Hearing.  
25

#### 26 **(2) Formal Grievance**

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

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

42 **(c) Level III:** In the event the grievant is not satisfied with the disposition of the grievance  
43 at Level II, or if no disposition has been made within the time limits as provided in Level II,  
44 the grievant, with approval from and representation by the Association, may submit the  
45 grievance to arbitration in accordance with the rules of the American Arbitration Association.  
46 Submission of a grievance to arbitration shall be initiated by the grievant, their counsel or by  
47 their designated Association representative, by filing a written request with the American

1 Arbitration Association and with the Superintendent within ten (10) working days of the date  
2 of the Level II disposition of the grievance or the expiration of time limits for a disposition.  
3 The disposition of the grievance made by the arbitrator shall be binding on both parties;  
4 providing that the arbitrator shall have no power to add to, subtract from, modify, or  
5 otherwise alter the terms of the collective bargaining agreement. The grievance may be  
6 settled while the arbitration procedure is pending.  
7

8 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private  
9 and shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be  
10 in public.  
11

12 **(4) Release from Work:** Grievances shall be processed during times which do not interfere with  
13 the grievant's assigned duties, unless the parties agree otherwise. Temporary duty, without loss of  
14 pay, shall be granted to employees whose attendance is essential when grievance meetings are held  
15 during working hours.  
16

17 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the supervisor  
18 delivers the written disposition to the grievant if hand delivered in person; or the date of postmark in  
19 those instances where delivery is by mail; or the date upon which the document is faxed to the grievant  
20 or their representative; or the date upon which the document is delivered by electronic mail to the  
21 grievant or their representative.  
22

23 **(1) Records:** No records of a grievance shall be filed in an employee's personnel file.  
24

25 **(2) Adjustments:** The adjustment of any grievance shall be consistent with the articles of this  
26 Agreement.

## ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

### 5.01 – CONTRACT STATUS AND REAPPOINTMENT

**(1) Probation:** All employees shall be on probationary status for a period of twelve (12) calendar months from the date of initial employment. The employee shall be credited with work experience upon verification. Any recommendation for annual appointment must include the supervisor's written assessment of the employee in accordance with Article 8.02.

**(2) Recommendation for Non-Reappointment:** During the first two (2) years of employment the District may choose not to renew an employee's contract at the end of the employee's contractual year regardless of performance. After two (2) years of successful employment, no employee's contract shall be non-renewed.

**(a) Notification** An employee who is being considered for non-reappointment shall receive written notice from the supervisor by May 1.

**(1) Employees Under Investigation:** Employees with school or site based disciplinary investigations pending on or after May 1, who have not yet received notice of their reappointment status, will receive notice of their reappointment status after the completion of the investigation and a pre-determination conference. The only due process required under this article is a pre-determination conference. The decision to non-reappoint is final and is not subject to arbitration or administrative appeal. Supervisors will notify applicable employees on May 1 that their reappointment status will be provided after the completion of the investigation and predetermination conference.

**(b) Appeal:** Upon written request, the employee shall be granted a conference with the Superintendent for the purpose of reviewing the Supervisor's recommendation not to renew the employee's contract. The employee must request the conference within five (5) work days after receiving notification from their supervisor that non-renewal is being recommended. The Superintendent shall conduct the conference within ten (10) working days of the employee's request.

**(c) Final Disposition:** The decision of the Superintendent shall be in writing and shall be furnished to the employee within ten (10) work days after the conference. The decision is final and not subject to the grievance procedure unless it is arbitrary or capricious.

**5.02 – SENIORITY:** Seniority is the length of continuous service with the Board as a full-time or part-time employee. Any tie in seniority shall be decided by the Superintendent.

**(1) Loss of Seniority:** Employees lose their seniority as a result of the following:

**(a)** Termination;

**(b)** Retirement;

**(c)** Resignation;

**(d)** Layoff exceeding two (2) years;

**(e)** Unexcused absence for more than three (3) consecutive work days;

**(f)** Failure to report to Human Resources an intention to return to work within ten (10) calendar days of receipt of recall by certified mail with restrictive delivery;

**(g)** Failure to report from military leave within the time limits prescribed.

1  
2 **(2) Seniority List:** The Superintendent agrees to provide the President of the Association a current  
3 seniority list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include  
4 only position titles listed in the salary schedule in Appendix C of this Agreement.

5  
6 **(3) Seniority of Transportation Employees [14.01(1)]**

7 **(a) Bus Operators:** The operator seniority list dated August 31, 2000, shall be retained for the  
8 purposes of future bidding. Contract employees hired after August 31, 2000 will be added as  
9 follows: **[14.01(1)(a)]**

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

13 **[14.01(1)(a)(1)]**

14 **(2) Substitute Bus Operator:** Substitute bus operators trained but not assigned shall  
15 have as their seniority date the date that the employee accepts the sub-operator's  
16 contract. They shall be assigned as vacancies occur. If the bus operator elects to reject  
17 the appointment to a regular position, they will not be offered another appointment  
18 until such time as all others on the list have been given one opportunity to accept a  
19 regular appointment. **[14.01(1)(a)(2)]**

20 **(3) Transportation Employees:** Transportation Department employees who become  
21 trained as bus operators will move to the top of the substitute list. **[14.01(1)(a)(3)]**

22 **(4) ESE Status:** Drivers who qualify for Exceptional Student Education (ESE) routes  
23 shall be identified as such with the letter "S" following their seniority numbers.  
24 **[14.01(1)(a)(4)]**

25 **(5) Current Employees:** Current employees who are not employed as bus operators  
26 in the Transportation Department may be transferred to the Transportation  
27 Department without serving as a substitute, if they meet all other eligibility  
28 requirements and a vacancy exists. An eligible transferred employee's seniority date  
29 shall be the date of the personnel action form (PAF) which reflects the Transportation  
30 Department's recommendation for transfer to the Superintendent. **[14.01(1)(a)(5)]**

31 **(6) Rehires:** An operator who is rehired must meet all eligibility requirements, and  
32 accept reappointment as an UAR bus operator. **[14.01(1)(a)(6)]**

33 **(b) Bus Attendants and Bus Monitors:** The date of the initial appointment as a regular bus  
34 attendant or bus monitor shall be the same as the bus attendant or bus monitor seniority  
35 date. Substitute bus attendants' or bus monitors' seniority will be determined in the same  
36 manner as substitute bus operators. Bus attendants and bus monitors will be on separate  
37 seniority lists by classification for purposes of bidding. For Summer School bidding, Monitors  
38 trained as ESE attendants will be combined with the attendant's seniority list. **[14.01(1)(b)]**

39 **(1) Rehires:** A bus attendant or bus monitor who is rehired must meet all eligibility  
40 requirements and accept reappointment as a substitute. **[14.01(1)(b)(1)]**

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

44 **[14.01(1)(b)(2)]**

45 **(c) Department Seniority:** The Transportation Labor/Management Committee has approved  
46 the use of a department seniority date for bidding purposes, in order to hold harmless  
47 employees who have moved from one position to another within Transportation without a

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1 [break in service or exiting the department. Further recommendations for the revision of the](#)  
2 [language above will be presented to the bargaining teams in FY23 \(2022-2023 school year\).](#)

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### 4 5.03- TRANSFER

#### 6 (1) Voluntary

7 **(a) Request:** Each employee may request a transfer by contacting the supervisor or principal  
8 at the site in which a vacancy exists and request an interview.

9 **(b) Seniority:** When two (2) or more employees apply for the same position, the employee with  
10 the most in-county seniority will be given first consideration.

11 **(c) Notice:** All transfer applicants granted interviews shall be notified in writing by the  
12 principal or supervisor of their decision.

#### 13 (d) Conflicts

14 **(1) Administrator Agreement:** When an employee has been offered a new position  
15 which will involve a voluntary transfer or promotion to another school or site, the two  
16 (2) site administrators must reach agreement on the transfer within one week from the  
17 date of acceptance.

18 **(2) Superintendent Approval:** If the two (2) site administrators do not agree to a  
19 voluntary transfer decision, then an appeal can be made to the Superintendent for a  
20 final decision regarding the transfer disposition.

21 **(3) Retention of Right:** The employee offered the new position retains a right to that  
22 position during the period of transfer disposition resolution.

23  
24 **(2) Involuntary:** Involuntary transfers may occur in response to financial needs, student needs,  
25 discipline, resolution of work place civility concerns, and conflicts of interest.

26 **(a) Correct and Proper Operation:** Transfers shall be made on a voluntary basis, whenever  
27 possible; however, correct and proper operation of the school district will necessarily require  
28 that involuntary transfers be made.

29 **(b) Financial or Student Need:** Involuntary transfers may be made in the event of a school  
30 closing. Involuntary transfers may be made to achieve a reduction in the number of employees  
31 assigned to a school. Subject to job requirements and student needs, employees selected for  
32 involuntary transfers shall be those with the least District seniority.

33 **(c) Criteria:** The Board shall determine the criteria for the selection of employees to be  
34 involuntarily transferred. Such criteria shall be applied uniformly throughout the District.

#### 35 (d) Notice

36 **(1) Association:** Prior to notices of involuntary transfers, SPALC will be notified and  
37 given the opportunity to work out the timelines and guidelines for accomplishing the  
38 involuntary transfer process and surplus.

39 **(2) Employee:** An employee selected for an involuntary transfer shall be given the  
40 reason for such transfer and the opportunity to object to their supervisor about such  
41 transfer. If requested by the employee, the reason shall be given in writing.

42 **(e) Training:** Prior to an involuntary transfer, employees with seniority may be provided an  
43 opportunity to receive training for a similar position if available at their current work site. The  
44 training must occur during a natural break in the employee's work schedule (i.e. summer  
45 break) and not affect the efficient operation of the work site and/or the District. The  
46 employee will participate voluntarily in the training and will not be provided pay and/or  
47 benefits for the time spent in training. If, at the conclusion of the training, management



1 determines that the employee will not be capable of performing the functions of the new  
2 position the employee will be involuntarily transferred to a new location. Training will not  
3 be implemented solely due to an involuntary transfer and must already be available as a  
4 part of the District's normal or scheduled Professional Development offerings.

5 **(f) Process**

6 **(1) Voluntary:** Prior to determining involuntary transfers, employees shall be given an  
7 opportunity to volunteer.

8 **(2) Order:** A list of employees to be involuntarily transferred will be compiled by  
9 Human Resources. Vacancy information shall be provided to these employees.

10 **(3) Preference:** Thereafter, employees shall indicate the positions, in order of  
11 preference, which they desire.

12 **(4) Seniority:** After consideration of job requirements and student needs, employees  
13 who have the highest seniority shall be placed first.

14 **(5) Job Classification:** No new employee shall be hired in a job classification until all  
15 employees in that classification have been placed.

16 **(6) Employee Refusal:** Should an employee refuse to accept an assignment  
17 substantially equal to their current assignment, said refusal shall constitute a  
18 resignation by the employee.

19  
20 **(3) Reassignment:** A reassignment of duties at the same school or site is not a transfer.

21  
22 **5.04 -REDUCTION IN FORCE:** The Board will determine the classification by departments and  
23 schools to be reduced. The Board will notify the Association in advance of any reduction-in-force or  
24 reduction in hours action. Employees will be laid off or reduced in hours in the inverse order of their  
25 seniority in the District. Employees who are laid off, surplus, or reduced in hours may fill a vacant  
26 position, if qualified.

27  
28 **(1) Recall**

29 **(a) Time Limit:** Employees in layoff or reduced in hours status will retain recall rights for two  
30 (2) years and shall have preference over applicants.

31 **(b) Notice:** Recall will be made by certified mail with restrictive delivery to the last address in the  
32 employee's records.

33 **(c) Failure to Respond:** Within ten (10) calendar days after receiving notice, laid off or reduced  
34 employees must respond to Human Resources. Failure to respond shall constitute a  
35 resignation by the employee.

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

40 **(e) Seniority:** Employees with the greatest seniority in that classification shall be recalled first.  
41

42 **5.05 - ASSIGNMENT OF DUTIES**

43  
44 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions for those  
45 jobs in the bargaining unit as it deems necessary. Human Resources will provide the Association  
46 copies of new or revised job descriptions through the SPALC Labor/Management Committee and

1 afford the Association an adequate opportunity to review and provide written feedback prior to  
2 implementation. The role of the Association in this regard will be advisory in nature. All job  
3 descriptions shall be posted on the Human Resources section of the District website. The job  
4 descriptions shall list the required qualifications as completely as possible. Every job duty in a job  
5 description need not always be specifically described, and any omission does not preclude the  
6 required performance of all duties that are job related.

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

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

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

18 **(d) Instructional Supplements:** Instructional supplement positions will not conflict with an  
19 employee's primary job duties, work schedule, or hours.  
20

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

26 **(a) Mileage:** If an employee is asked by a supervisor to leave the work site on District business,  
27 using their personal vehicle, the Board shall reimburse the employee for actual mileage and  
28 furnish liability insurance coverage as provided by the District's self-insurance plan. No  
29 employee shall be required to use their personal vehicle for District business.  
30

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

36 **(a) Training Opportunities:** Employees will be given an opportunity for training in job  
37 advancement skills.  
38

39 **(4) Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no  
40 additional duties shall be distributed to other employees unless comparable duties are specified by  
41 the principal, supervisor or designee as duties not to be completed.  
42

43 **(5) Interns:** Interns may be identified as needed for the efficient operation of the school system and  
44 to provide advancement opportunities for employees. At the end of the internship, employees not  
45 promoted to positions in which the internship was served shall be returned to a position  
46 comparable to the position held prior to serving the internship.  
47

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

5  
6 **(7) Subcontracting:** The District agrees to utilize subcontractors only for a specific need or in case of  
7 an emergency.

8  
9 **(8) Assignment of Duties for Transportation Employees**

10 **(a) Route/Time/Mileage (RTM) Report:** A copy of the route, time and mileage sheets shall be  
11 given to the attendant/monitor anytime one is submitted to the driver of their bus. **[14.01(2)]**

12 **(b) Field Trips [14.01(3)]**

13 **(1) Trip Eligibility [14.01(3)(a)]**

14 **(a) Sign-Up:** To be eligible for Field Trips an employee must notify the  
15 Transportation Department in writing on the form provided by the District,  
16 prior to the first day of school of their availability for Field Trips. Employees  
17 who become eligible or request assignments or reinstatement after the first  
18 day of school, shall be added to the end of the list. **[14.01(3)(a)(1)]**

19 **(b) Out-of-County Trips:** To be eligible for out-of-county trips, employees  
20 must complete one full calendar year of employment as a bus operator,  
21 attendant or a monitor to work field trips. When requested by the employee  
22 in writing, time worked in excess of one-half year or five (5) months as a  
23 substitute will be counted toward eligibility. **[14.01(3)(a)(2)]**

24 **(c) Removal from List [14.01(3)(a)(3)]**

25 **(1) Written Request:** Upon written request by the employee to the  
26 Transportation Department, an employee's name be withdrawn from  
27 the list of field trip eligible employees. When an employee withdraws  
28 their name from the trip list, they may not resume trip eligibility for  
29 three (3) months and then only upon written request.

30 **[14.01(3)(a)(3)(a)]**

31 **(2) Third Rejection:** Employees shall be removed from the trip roster  
32 for the remainder of the school year after the third rejection of a field  
33 trip within a single school year. **[14.01(3)(a)(3)(b)]**

34 **(3) Failure to Appear:** If an employee fails to appear for a scheduled  
35 trip without providing notice 24 hours prior to the trip, the employee  
36 may be removed from the trip roster for the remainder of the school  
37 year and be subject to further discipline. **[14.01(3)(a)(3)(c)]**

38 **(4) Student Abandonment:** If an employee abandons students while  
39 on a trip, the employee shall be removed from the trip roster and be  
40 subject to disciplinary action up to and including termination.

41 **[14.01(3)(a)(3)(d)]**

42 **(2) Trip Assignment:** Trips will be assigned on the basis of seniority, parking location,  
43 and availability as listed below. **[14.01(3)(b)]**

44 **(a) Types:** Field trips will be classified into three (3) categories:  
45 "Hurricanes/Other Emergencies", "Short Notice Trips", and "All Other Trips".  
46 **[14.01(3)(b)(1)]**

47 **(b) Procedure:** The procedure for assignment shall be as follows:

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1 **[14.01(3)(b)(2)]**

2 **(1) Employee Availability:** Employee availability is defined as follows:

3 **[14.01(3)(b)(2)(a)]**

4 **(a) Normally Assigned Route:** Trip assignment to an eligible  
5 employee would not jeopardize the on-time arrival of the  
6 employee's normally assigned bus route as determined by the  
7 Executive Director of Transportation or designee.

8 **[14.01(3)(b)(2)(a)(1)]**

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

13 **[14.01(3)(b)(2)(a)(2)]**

14 **(2) Employee Absence:** Field trips missed by an employee due to an  
15 authorized absence will not cause the employee to miss their or her  
16 turn. That employee will be offered the next available field trip,  
17 however, no employee will be allowed to bank trips. **[14.01(3)(b)(2)(b)]**

18 **(3) Missed Trip:** If an employee elects to reject an assignment, they  
19 will be passed over until their name comes up again in rotation. Any  
20 employee who misses an assigned trip or fails to decline a trip within  
21 24 hours from notification of assignment will miss not only that turn,  
22 but their next turn. **[14.01(3)(b)(2)(c)]**

23 **(4) Hurricanes/Other Emergencies:** Assignments out of rotation for  
24 "Hurricanes/Other Emergencies" will be made in compliance with the  
25 above, unless approved by the Executive Director of Transportation.

26 **[14.01(3)(b)(2)(d)]**

27 **(5) Weekend or Remote Location:** Weekend or remote location trips,  
28 up to four hours per day, may be assigned to the same employee.  
29 These trips shall be counted as one trip. **[14.01(3)(b)(2)(e)]**

30 **(3) Shuttling:** While on field trips, employees may be required to shuttle between  
31 schools. Rest periods will be as the field trip schedule permits. After four (4)  
32 continuous hours of shuttling, the employee will be entitled to a thirty (30) minute rest  
33 period. If an employee is not available at the needed time for a trip, another employee  
34 can be asked to shuttle part or all of the trip. **[14.01(3)(c)]**

35 **(c) Bus Operator Shortage:** Field trips will not be assigned by the Transportation Department  
36 to other employees or to outside vendors unless one or more of the following conditions  
37 apply: **[14.01(4)]**

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

40 **[14.01(4)(a)]**

41 **(2) Field Trip:** Field trip destination is outside the nine-county internal field trip zone  
42 of Collier, Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and  
43 Sarasota County. **[14.01(4)(b)]**

44 **(3) Employee Availability:** Bus employee is unavailable. Bus employee availability is  
45 defined as follows: **[14.01(4)(c)]**

46 **(a) Normally Assigned Route:** Trip assignment to an eligible employee would  
47 not jeopardize the on-time arrival of the employee's normally assigned bus

1 route as determined by the Zone Director of Transportation or designee.

2 **[14.01(4)(c)(1)]**

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

6 **[14.01(4)(c)(2)]**

7 **(4) Outside Vendors:** If any of the above conditions apply, the District reserves the  
8 right to utilize other employees or outside vendors for field trips. Bus employees  
9 assigned to an out-of-county trip canceled one week or less prior to the day of the trip,  
10 due to the use of an outside vendor, shall be compensated for two (2) hours and shall  
11 be placed at the top of the trip list. **[14.01(4)(d)]**

12 **(d) Bus Attendant Shortage:** A shortage of bus attendants shall be resolved in the following  
13 manner: **[14.01(5)]**

14 **(1) Priority Order:** A priority order for the assignment of bus attendants shall be  
15 established with input from the ESE Department. Students requiring bus attendants in  
16 their IEP will be served first. **[14.01(5)(a)]**

17 **(2) Bus Monitors:** Bus monitors shall be assigned as bus attendants when necessary.  
18 **[14.01(5)(b)]**

19 **(3) Other Transportation Employees:** Other Transportation employees may be  
20 assigned as bus attendants in an emergency. **[14.01(5)(c)]**

21 **(4) Emergency Plan:** An emergency plan will be developed to allow students on buses  
22 without bus attendants to be picked up by other buses. **[14.01(5)(d)]**

23 **(5) Parent Phone Call:** Parents will be called by the Transportation Department and  
24 be given the option of driving their own children if a bus attendant is required on their  
25 child's IEP and no bus attendant is available. **[14.01(5)(e)]**

26 **(6) Wheelchairs:** Wheelchair buses may be scheduled late if no bus attendant is  
27 available. **[14.01(5)(f)]**

28 **(7) School-based Support Staff:** Classroom assistants and helping teachers will not  
29 replace bus attendants or bus monitors on buses. **[14.01(5)(g)]**

30 **(e) Route and Zone Bidding: [14.01(6)]**

31 **(1) Regular School Year Routes:** Route bidding for all regular school year routes shall  
32 occur annually no earlier than one week prior to preschool and no later than the last  
33 day of the preschool training period. Only regular bus operators have the right to bid  
34 on any regular route and the designated parking area of a route may not be changed.  
35 Special education routes will be offered to operators and attendants who qualify by  
36 experience or training as determined by the Transportation Department. Bus Monitors  
37 and Bus Attendants have the right to bid on zones during the regular school year.  
38 **[14.01(6)(a)]**

39 **(2) Route Posting:** Descriptions of all routes will be posted at a designated location at  
40 least forty (40) work hours prior to the beginning of the bidding procedure.  
41 **[14.01(6)(b)]**

42 **(3) Route Listings [14.01(6)(c)]**

43 **(a) Assigned Duties:** Routes shall be listed by: **[14.01(6)(c)(1)]**

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

47 **[14.01(6)(c)(1)(a)]**

- 1                   **(2) Bus Information:** Bus number and type of bus. **[14.01(6)(c)(1)(b)]**  
2                   **(3) Bus Location:** Bus parking locations as determined by  
3 Transportation Department Administration. **[14.01(6)(c)(1)(c)]**  
4                   **(4) School Information:** Schools served. **[14.01(6)(c)(1)(d)]**  
5                   **(5) Route Start and End Time:** Approximate beginning and ending  
6 time. **[14.01(6)(c)(1)(e)]**  
7                   **(6) ESE Status:** Special education. **[14.01(6)(c)(1)(f)]**  
8                   **(b) Additional Assigned Duties:** Routes will include any permanently assigned  
9 standby time, intramural runs, activity runs, route preparation, swim team  
10 runs, discipline runs and any other additional duties permanently assigned.  
11 **[14.01(6)(c)(2)]**  
12 **(4) Personal Transportation:** All employees must furnish their own transportation to  
13 the original bus departure point. **[14.01(6)(d)]**  
14 **(5) Bidding Process:** Employees will receive written notification of their assigned  
15 seniority number, along with the time and date to select their routes. Employees who  
16 do not appear during their assigned time may select a route at the end of the specified  
17 time block during which they appear. Any employee who does not appear will be  
18 assigned an available route at the conclusion of the bidding process. **[14.01(6)(e)]**  
19 **(6) Proxy Bidding:** An employee who is unable to attend the route bidding on the  
20 specified day or time may execute a proxy. The proxy must be presented at the  
21 employee's assigned time and place for bidding. **[14.01(6)(f)]**  
22 **(7) Master List:** As routes are filled during the bidding, the name of the employee who  
23 elects the route will be placed on the master list, so that employees who have yet to  
24 bid will know which routes are available. **[14.01(6)(g)]**  
25 **(8) Vacant Routes:** Routes that are created or become vacant after all bidding is  
26 completed shall be filled in the following order: **[14.01(6)(h)]**  
27                   **(a) Unbundling Routes:** "Unbundling," if possible, those routes (by school –  
28 not by stop) and redistributing the schools to other drivers based on  
29 availability and seniority. If the route in question is an ESE route, the bus  
30 attendant will retain their initial RTM (route/time/mileage). **[14.01(6)(h)(1)]**  
31                   **(b) Splitting Routes:** When a route is split, the senior employee is given first  
32 choice between the two new routes created. **[14.01(6)(h)(2)]**  
33                   **(c) Rebidding Routes:** Rebidding vacancies as they occur if the RTM is greater  
34 than or equal to the guaranteed minimum hours. Assign remaining openings  
35 from the substitute list, if less than the guaranteed minimum hours.  
36 **[14.01(6)(h)(3)]**  
37                   **(d) Eliminating Routes:** When a bus route is eliminated, the bus employee will  
38 become an UAR operator or an unassigned attendant until they bid an  
39 available route. **[14.01(6)(h)(4)]**  
40 **(9) Rebidding Process:** All applicable requirements of Article 14.01(6) apply during the  
41 rebidding process. The rebidding process shall be as follows: **[14.01(6)(i)]**  
42                   **(a) Route Posting:** Descriptions of all routes to be rebid will be posted at a  
43 designated location at least forty (40) work hours prior to the beginning of the  
44 rebidding process. **[14.01(6)(i)(1)]**  
45                   **(b) Rebidding Location:** The designated location of the rebidding process will  
46 be posted with the route descriptions to be rebid. **[14.01(6)(i)(2)]**  
47                   **(c) Proxy Bidding:** The employee or proxy must be present to participate in

1 the rebidding procedure. **[14.01(6)(i)(3)]**

2 **(d) Employee Responsibilities:** Employees must sign bids and cannot decline  
3 a route once they have submitted a bid. **[14.01(6)(i)(4)]**

4 **(e) Management Responsibilities:** Representatives from Transportation  
5 management, the department responsible for safety, and the Support  
6 Personnel Association of Lee County shall be present during the rebidding  
7 process. **[14.01(6)(i)(5)]**

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

11 **[14.01(6)(i)(6)]**

12 **(10) Route Adjustments:** Bus routes shall be bid as posted. Routes may be adjusted  
13 and buses may be reassigned by Transportation administration or designee after  
14 bidding is completed. Paid Route Time and Mileage (RTM) reduced during the first two  
15 pay periods of the student year will not take effect until the third pay period.  
16 Thereafter, reductions in paid time will only occur on the basis of every other pay  
17 period. If there is a necessary reduction in the RTM, (in between the actionable pay  
18 periods), the reduced time will be made up by the employee serving standby time to  
19 perform transportation-related duties. If the bus employee chooses to waive the  
20 standby time the reduction in paid time will take place immediately. **[14.01(6)(j)]**

21 **(11) Permanent Route Change:** When the supervisor determines that a permanent  
22 route change is necessary, the bus employee(s) affected shall be consulted about the  
23 reasons for the change, the new route and the pupil bus load before the change is  
24 made. Due to the large number of changes during the first 15 days of school or under  
25 other emergency circumstances, such consultation with the employee(s) may not be  
26 possible. The supervisor shall then consider the employee's input and shall thereafter  
27 notify the employee the day a change is confirmed. **[14.01(6)(k)]**

28 **(12) Summer School Routes:** Summer School Bidding shall follow the same rules as  
29 regular bidding. Summer school route bidding will take place no earlier than two weeks  
30 prior to the first day of summer school and no later than two days prior to the first day  
31 of summer school. It will be held in an air-conditioned space. Last minute changes in  
32 routes shall be posted prominently where all can see before bidding. There will be no  
33 supervisor influencing of operators in the choice of routes. The rules of bidding shall  
34 be a topic of the April Transportation Labor/Management Meeting. **[14.01(6)(l)]**

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

37 **[14.01(6)(l)(1)]**

38 **(b) Failure to Complete Summer School:** Employees who accept a summer  
39 run and fail to complete their commitment to the School District will be  
40 ineligible for the following year's summer school bidding. **[14.01(6)(l)(2)]**

41 **(c) Bidding Process:** Bus employees assigned who work during the regular  
42 school year immediately preceding summer school, shall bid on summer  
43 routes prior to transfer or new employees. **[14.01(6)(l)(3)]**

44 **(d) Sick Leave:** Sick leave shall be utilized as per Article 12.02. Within 30 days  
45 of the end of summer school, employees ineligible for the next summer school  
46 bidding will be notified. These employees will have thirty (30) days to appeal  
47 their eligibility status with Transportation administration. **[14.01(6)(l)(4)]**

1 (f) **Light Duty:** Transportation employees placed on light duty may be assigned to other duties  
2 to include gate duty where appropriate. [14.01(7)]

3 (g) **Assistance:** Transportation employees may request or be assigned additional training, ask  
4 clarifying questions or seek assistance with routing concerns and/or student discipline  
5 (route/stop adjustments) without fear of negative repercussions. [14.01(8)]

6  
7 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as herein  
8 provided.

9  
10 (1) **Advertising Vacancies:** A list of job openings shall be provided to Association representatives at  
11 each work site upon request. Job openings shall also be posted on the District website for five (5)  
12 consecutive work days prior to filling the position. Posted job openings shall include the beginning  
13 hourly rate.

14  
15 (2) **Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority, work  
16 experience and interview responses are superior, shall be offered the position.

17  
18 (3) **Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition to the  
19 approved job description expected of applicants shall be determined prior to considering any  
20 applicants for a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to the  
21 extent that it would create a new job classification or be equivalent to an existing job  
22 classification and job description.

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

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

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

33  
34 (4) **First Consideration:** Current employees of the District who apply shall be given first consideration  
35 prior to other applicants.

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

39 (b) **Substitute/Temporary Employees:** Persons who have been hired as  
40 substitute/temporary employees and have worked successfully for six (6) months or longer  
41 shall be considered at the same time as current employees when vacancies occur. No  
42 temporary appointment shall become permanent unless it has been advertised in accordance  
43 with Article 5.06(1).

44 (c) **Change in Shift:** When it is necessary to transfer an employee from or to a day or  
45 evening schedule, the supervisor shall, among other job-related considerations, recognize the  
46 seniority of the employee. When a position becomes vacant and creates an opportunity for a  
47 change in work schedule/shift, notice of the vacancy will be posted in a prominent location

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1 at the site or school. Employees in the vacant job classification are responsible for notifying  
2 their supervisor of their interest in the vacant position. Supervisors shall, among other job  
3 considerations, recognize the seniority of employees requesting to be moved to the vacant  
4 position.

5 **(d) Notice:** Applicants shall receive timely notice of the hiring decision. If an unsuccessful  
6 employee applicant makes a written request to the supervisor responsible for the selection  
7 process within ten (10) working days of their interview appointment, the supervisor will  
8 schedule a conference within ten (10) days of receipt of the written request to discuss their  
9 application and possible changes to enhance the employee's opportunity for future  
10 promotion.

11  
12 **(5) Summer School Vacancies:** Summer school vacancies will be posted and filled in accordance with  
13 Article 5.06 and are subject to job requirements and student needs. The District agrees to meet  
14 and consult with SPALC representatives regarding the development of the Summer School handbook  
15 as it relates to employment of SPALC members for summer school. Decisions regarding the  
16 development of the Summer School handbook as related to filling summer school vacancies will be  
17 made in a collaborative manner when possible.

18  
19 **(6) Reclassification:** SPALC and the District entered into a Memorandum of Understanding (MOU) on  
20 March 2, 2022 regarding the consolidation of Paraprofessional and Helping Teacher job descriptions  
21 and the eventual development of a Career Ladder for instructional support staff. This change will be  
22 effective July 1, 2022 and details related to implementation will continue to be discussed by the SPALC  
23 Labor/Management Committee and communicated to impacted employees.

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24  
25 **5.07 – AMERICANS WITH DISABILITIES ACT:** Any employee that believes that they have a disability  
26 under the ADA may apply for a reasonable accommodation if the employee deems such an  
27 accommodation necessary. The request will be reviewed pursuant to the District's ADA review  
28 process. The District's application of the ADA review process shall be the sole issue under this article  
29 subject to the grievance procedures as outlined in Article 4 of this agreement. The decision and/or  
30 outcome of the employee's application or request shall not be the subject of a grievance as outlined  
31 in Article 4 of this agreement, but may be appealed pursuant to the District's ADA review process.  
32 Information about the ADA, ADA accommodation request forms, and ADA medical certification forms  
33 are posted on the District's website.

#### 34 35 **5.08- WORKERS COMPENSATION**

36  
37 **(1) Limited Duty:** Employees who have experienced a workers' compensation injury and who have  
38 been evaluated and released by an approved physician as physically able to return to work with  
39 specific limitations, will return to their job site upon written authorization by Insurance and Benefits  
40 Management. Specific work limitation will be forwarded to the employee's supervisor from the  
41 treating physician. The employee will remain in their job site, performing appropriate duties as  
42 identified by their supervisor for a period of time agreed to by the employee and the work site  
43 supervisor. The employee will be evaluated by their physician as necessary based on the course of  
44 treatment and, if not released for full duty, will be returned for limited duty for a work period  
45 agreed to by the employee and the work site supervisor. At the completion of the second work  
46 period, if the employee is not able to return to a full-duty status, he will be evaluated by the physician,  
47 principal/supervisor and the Insurance and Benefits Management to determine the employee's

1 status. Alternatives such as returning to workers' compensation off-duty status, continuation of  
2 limited duty assignments, Alternate Duty assignments, and/or other assignments will be reviewed  
3 with the employee. If a period of limited duty exceeds six months the District will notify the  
4 Association of the identity of the employee.

## 6 (2) Alternate Duty

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

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

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

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

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

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

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

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

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

1 training, within a reasonable commute.

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

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

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

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

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

19 **(o) Continued Employment:** Following a successful training period, employees who continue  
20 employment in a new assignment and are paid at a rate less than their pre-injury rate shall be  
21 reimbursed for any loss of wages which occurs due to the acceptance of the position in  
22 accordance with the appropriate wage loss procedures as defined by Section 440, Florida  
23 Statutes. Following a successful training period, for those employees with a date of injury  
24 occurring prior to January 1, 1994, who continue employment in a new assignment at a  
25 rate less than their pre-injury rate shall be reimbursed for any loss of wages in accordance with  
26 the appropriate wage loss procedures as set forth in Section 440 F.S. Those employees who  
27 sustained injuries subsequent to January 1, 1994, are not eligible for such wage loss benefits.  
28

29 **5.09 – VETERAN'S PREFERENCE:** Veteran's Preference shall be granted in accordance with applicable  
30 state and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond  
31 the limits of applicable state and federal law.  
32

### 33 **5.10 – PERSONNEL FILE**

34  
35 **(1) Inspection:** Each employee has the right to have another person accompany them to review their  
36 personnel file, if he so chooses. Such review shall be made before or after the employee's work day  
37 or during duty-free lunch, unless the employee is on leave, in the presence of the person responsible  
38 for the safekeeping of the personnel files. The Board will provide, within five (5) work days, a copy of as  
39 much of the contents of the employee's personnel file as is requested in writing by the employee. The  
40 cost of duplication of such records shall be paid by the employee.  
41

42 **(2) Response:** Each employee has the right to comment in writing concerning any materials in their  
43 personnel record.  
44

45 **(3) Copies:** An employee will receive copies of any document referred to in Articles 8 and 5.09 within  
46 one (1) business day from when they sign the document.

## ARTICLE 6 – WORKING CONDITIONS

### 6.01 – PHYSICAL FACILITIES

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

**(2) Reporting Unsafe Conditions:** An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to the site administrator. A Safety/Security Deficiency Form shall be provided to employees either in an electronic file or by hardcopy, for reporting purposes and shall be located in an easy to find location on the District website. The supervisor shall investigate the report and initiate whatever corrective action they deem appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, they may report it to the School or Site Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security Department and a copy of the report shall be maintained by the site administrator.

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

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

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

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

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

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

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

**(f) Custodians:** The District will provide training on identifying hazardous waste and the steps

1 necessary to report hazardous waste. Emergency phone numbers will be made available to  
2 nighttime custodians and will be included in the [Material Safety Data Sheet \(MSDS\)](#) Manual.

#### 3 4 **(5) Transportation**

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

#### 9 **(b) Student Discipline**

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

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

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

28 **(d) Transportation Facilities:** Every effort will be made to equip transportation compounds,  
29 whether temporary or permanent, with sanitary, water and waste disposal facilities and paper  
30 products. Facilities shall be maintained to ensure proper health and hygiene. If sanitary, water,  
31 waste disposal or paper products are not available at the compound, bus employees will be  
32 notified as to the location of the facilities to be used. **[14.02(1)]**

#### 33 34 **(6) Custodians**

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

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

#### 43 44 **6.02 - PROTECTION OF PERSON:**

45  
46 **(1) Injury:** The Board assures employees of its support when employees have followed the laws and  
47 regulations of the State and the policies of the Board in carrying out their responsibility. An employee

1 involved in injury to themselves, a student or to another employee shall immediately report same to  
2 their supervisor and thereafter make such written reports as necessary to comply with Board policy.

3 **(a) Physical Examination:** Bus operator's physical examinations and dexterity tests required  
4 by law shall be completed prior to bidding. Physical examinations must be performed by  
5 physicians specifically authorized by the District to perform bus driver physicals. Proof of  
6 physical must be carried at all times while operating a school bus. In order for the District to  
7 pay for the physical, the employee must show up for the physical at the scheduled time.  
8 Subsequent physicals will be scheduled during the employee's birth month and in accordance  
9 with law. The employee will schedule the physical and must comply with scheduling  
10 requirements or be responsible for paying the cost of the physical. The parties agree that  
11 SPALC will have a representative on the Request for Proposal (RFP) team related to performing  
12 employee physical exams. **[14.02(2)]**

13 **(1) Fitness-For-Duty:** ~~Transportation e~~Employees must be able to perform all work-  
14 related duties, including licensure and physical requirements, at the time of placing  
15 their bus bid. **[14.02(2)(a)]**

16 **(b) Student Discipline:** Bus operators will have input in disciplinary decisions regarding the  
17 transportation of students disruptive while on the bus. ~~See Article 6 regarding safety and~~  
18 ~~student discipline.~~ **[14.02(3)]**

19  
20 **(2) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or  
21 nonverbal), or commit any act of any type which is reasonably interpreted as abusive, profane,  
22 intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace.  
23 Bargaining unit employees may address alleged violations of this article through the grievance  
24 procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this  
25 article may result in the involuntary, temporary transfer of an employee or employees pursuant to  
26 Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by  
27 the Superintendent or the Superintendent's designee.

28  
29 **(3) Harassment or Discrimination:** The District is committed to ensuring equity in school programs and  
30 employment practices. The District prohibits harassment and discrimination as provided in Florida Statute  
31 100.05 and School Board Policy 1.23. Employees who feel they have been harassed or discriminated  
32 against are encouraged to submit a complaint in accordance with board policy.

33  
34 **(4) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable state  
35 and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided  
36 with reasonable break time to express breastmilk for one year after a child's birth. The District will provide  
37 a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the  
38 public, which may be used by an employee to express breastmilk. Employees must keep their immediate  
39 supervisor informed of their needs so that appropriate accommodations can be made with minimal  
40 disruption to the employee and the worksite. Nursing mothers who feel they have been denied  
41 appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be  
42 construed to expand these protections beyond the limits of applicable state and federal law.

43  
44 **(5) Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of domestic  
45 or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in  
46 accordance with Article 12. The District will ensure that related public records exemptions are provided,  
47 may refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees

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1 to request a temporary transfer or reassignment. Employees must keep their immediate supervisor  
2 informed of their needs so that appropriate accommodations can be made with minimal disruption to the  
3 employee and the worksite. Employees who feel they have been denied appropriate accommodations are  
4 encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections  
5 beyond the limits of applicable state and federal law.  
6

### 7 **6.03 - PROTECTION OF PERSONAL PROPERTY**

8  
9 **(1) Reimbursement for Theft or Damage:** The District shall reimburse employees for personal  
10 property theft or damage under the following conditions:

11 **(a) District Purpose:** The employee's personal property must be used for District purpose with  
12 the consent of the employee's supervisor.

13 **(b) Timely Report:** An incident report/claim documenting the loss/damage and signed by the  
14 supervisor must be submitted to the Insurance & Benefits Management within one business  
15 day of the incident.  
16

17 **(2) Personal Hand Tools:** The District shall reimburse employees for the replacement cost of hand  
18 tools under the following conditions:

19 **(a) Location:** The hand tools must have been stolen from District-owned property, including  
20 vehicles.

21 **(b) Due Diligence:** The employee must demonstrate they exercised reasonable diligence in the  
22 care and protection of the tools.

23 **(c) Timely Report:** An incident report/claim documenting the loss/damage and signed by the  
24 supervisor must be submitted to the Insurance & Benefits Management within one business  
25 day of the incident.  
26

### 27 **(3) Personal Automobile**

#### 28 **(a) Theft and Vandalism:**

29 The District shall reimburse employees for theft and vandalism losses to their personal  
30 autos under the following conditions:

31 **(1) Timely Report:** An incident report/claim documenting the loss/damage and  
32 signed by the supervisor must be submitted to the Insurance & Benefits  
33 Management within one business day of the incident.

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

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

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

38 **(b) Collision:** The District shall reimburse employees for collision losses to their personal autos  
39 under the following conditions:

40 **(1) District Purpose:** The employee was driving their personal auto in the course and  
41 scope of employment with the consent of the employee's supervisor.

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

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

47 **(4) Fault:** Reimbursement shall be limited to accidents in which the other party is at

1 fault (a citation is issued).

2 **(5) Police Report:** A copy of the law enforcement accident report must be submitted  
3 to the Department of Insurance and Benefits if and when it becomes available.  
4

5 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess,  
6 consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job  
7 or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other  
8 controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as further  
9 defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.  
10

11 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this  
12 article, and; notify the appropriate director, principal or supervisor of any criminal drug statute  
13 conviction for a violation occurring on the premises of the Lee County School Board, at the  
14 workplace, or during the conduct of any official activity related to the Lee County School Board no  
15 later than five (5) days after conviction.  
16

17 **(2) Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30)  
18 days of receiving such notice, with respect to any employee who is so convicted:

19 **(a) Program Participation:** Require ~~such as the~~ employee to participate satisfactorily in a drug  
20 abuse assistance or rehabilitation program approved for such purposes by a federal, state or local  
21 health officials, law enforcement, or other appropriate agency.

22 **(b) Failure to Participate:** If the employee fails to satisfactorily participate in a drug abuse  
23 assistance or rehabilitation program, the District will recommend non-reappointment,  
24 suspension, or termination of the employee.

25 **(c) Other Personnel Action:** Take other appropriate personnel action, up to and including  
26 termination.  
27

28 **(3) Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in  
29 accordance with District policy and procedures.

30 **(a) Mandatory:** Employees in safety-sensitive positions, including those defined by the U.S.  
31 Department of Transportation standards, may be required to submit to alcohol, tobacco, or drug  
32 testing on a random basis.

33 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug or alcohol testing  
34 without reasonable suspicion except as otherwise required by law or this agreement. All drug and  
35 alcohol testing shall be conducted in accordance with District policy and procedures for drug and  
36 alcohol testing.  
37

38 **(4) Exemptions**

39 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which they  
40 hold the prescription is exempt from this section.

41 **(b) Confiscation:** Employees who perform duties which require the disposition or confiscation of  
42 alcoholic beverages or controlled substances are exempt from this section if performing those  
43 specified duties.  
44

45 **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources and  
46 the Employee Assistance Program (EAP).  
47

48 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result



1 in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or  
2 mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may  
3 include any conduct that would be independent grounds for disciplinary action.

4  
5 **6.05 -- UNIFORMSDRESS CODE:** In order to model appropriate behavior for students, employees are  
6 expected to present themselves in a professional manner at all times, in terms of dress and  
7 appearance. Employee dress and appearance shall not disrupt the educational environment.

8  
9 **(1) Required Uniforms:** If required, uniforms, footwear or a footwear stipend will be provided for  
10 employees. Every employee afforded uniforms including footwear, shall wear their uniform on every  
11 assigned shift or work assignment. School/site spirit or team building theme day uniform substitutions  
12 are allowed with the approval of the school/site main administrator.

13 **(a) Identification Badges:** If required, identification badges will be furnished to  
14 employees.

15  
16 **(2) Measurement and Delivery:**

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

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

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

24  
25 **(3) Uniform Purchase Eligibility**

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

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

34  
35 **(4) Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will be  
36 calculated as follows:

37 **(a) Twelve Month Employees:** Twelve-month employees eligible for purchased uniforms will  
38 be provided five (5) uniforms in the first year of employment and up to five (5) uniforms  
39 each year thereafter. Twelve-month employees eligible for safety shoes will be allocated  
40 \$100.00 each school year for the purchase of approved safety shoes.

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

44 **(c) Food Services:** Less than twelve-month Food Service employees eligible for purchased  
45 uniforms will be provided five (5) uniforms in the first year of employment and four (4)  
46 uniforms each year thereafter. Less than twelve-month Food Service employees will be  
47 provided a \$61.00 stipend each school year to be used towards the purchase of required

1 District approved non-slip/slip resistant shoes. The stipend will be paid in the employee's first  
2 paycheck of the school year or the first paycheck following eligibility.

3  
4 **(5) Uniform Orders:**

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

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

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

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

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

29  
30 **(6) Uniform Compliance:** A uniform for count compliance purposes is defined as one garment top  
31 plus one garment bottom. An eligible employee may be reimbursed a dollar amount equal to the  
32 actual cost of specified shoes, up to a maximum of one-hundred dollars (\$100) if one of the following  
33 criteria is met:

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

35 **(b)** Medically documented reason for specified shoes.

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## ARTICLE 7 – WORK SCHEDULE

### 7.01 - WORK DAY

**(1) Standard Hours:** It is the mutual interest of the parties to standardize the hours of employees, where practicable. An appendix will be included that details the following: standard scheduled hours, standard worked hours, paid or unpaid lunch period, and total paid hours for all support staff positions.

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

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

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

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

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

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

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

(f)

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

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

### (2) Non-Standard Hours

**(a) Summer Hours:** During the summer, employees may work a 4-day work week in

1 departments and sites where manageable. In such departments and locations, work days  
2 will be Monday through Thursday, with the total hours worked to be equivalent to an  
3 employee's 5-day work week. Start and end dates of the 4-day work week period will be agreed  
4 upon by the SPALC Labor/Management Committee.

5 **(b) Holidays and Non-Scheduled Workdays:** Employees required to work on holidays and  
6 non-work days shall be compensated for a minimum of three (3) hours for any such day  
7 worked.  
8

### 9 **(3) Changes in Allocations**

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

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

16 Employees shall be increased in hours due to changes in work site allocations in descending  
17 District seniority provided the senior employee has the ability to perform the available  
18 work in a satisfactory manner.

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

23 **(d) Food Service Employees:** Part-time staff may be hired for Food Service positions for peak  
24 work load times with agreement of SPALC.  
25

26 **(4) Recording Hours:** Each work site will establish an accurate method to document employee work  
27 time and attendance. The supervisor of the work site will notify employees of the method and  
28 procedure for documenting work time and attendance. The District will inform the Association  
29 regarding a specific work site's method and procedure for documenting work time and attendance  
30 upon request.  
31

32 **7.02 - WORK WEEK:** The workweek shall consist of not more than forty (40) hours. The workweek  
33 shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.  
34

### 35 **7.03 - WORK YEAR**

36  
37 **(1) Staggered Work Year:** The Board reserves the right to stagger the work year of 216-day and  
38 226-day employees. By March 15, the principal at each school site shall post a schedule of work years  
39 for the period of April 16 through April 15 of the next year. Employees may then bid a work year based  
40 on seniority between March 15 and April 15. Thereafter, work years shall be assigned to employees  
41 on a first-come, first-served basis. If an employee fails to request a work year, one shall be assigned  
42 by the principal by April 15. When an employee's staggered work year extends beyond the ending  
43 date specified on the current Board-approved Instructional Personnel Calendar, the employee shall be  
44 required to complete the full 216-day and 226-day schedule of employment prior to September 1.  
45

46 **(2) 255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 day  
47

1 **7.04 - CHANGES IN SCHEDULE**

2  
3 **(1) Permanent:** When it is necessary to change the shift schedule of employees in a job classification  
4 at a work site, employees will be given 30 days' notice.

5  
6 **(2) Temporary:** Temporary changes in an employee's shift schedule may occur with agreement of the  
7 employee and the site supervisor.

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

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

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

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

33  
34 **(3) Emergency Schedule Change:** In the event of an emergency or other unusual circumstance as  
35 determined by the principal or other immediate supervisor, an employee's work schedule may be  
36 temporarily changed. In situations affecting more than one worksite or department or more than  
37 approximately fifty (50) employees, management will notify the Association of the change in  
38 schedule. However, undue hardship on an employee will be dealt with on a case by case basis. The  
39 Board agrees to meet with the Association to discuss make-up days when schools are closed due to  
40 an emergency.

41  
42 **(4) Make-Up Due to Suspended Operations or Declared Emergency:** If possible, employees will be  
43 notified prior to the beginning of the work day when it is necessary to close schools as a result of a  
44 hurricane or other declared emergency. Failure to make up missed time during the scheduled work  
45 year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay  
46 to be deducted from the employee's paycheck for time missed. If an employee terminates  
47 employment prior to the end of the work year, pay will be deducted from their final paycheck. The

1 SPALC Labor/Management Committee will prepare a schedule for make-up of missed days to be  
2 provided to employees as soon as possible following a return to work. The Board reserves the right  
3 to waive make-up time.

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

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

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

11  
12 **7.05- HOLIDAYS:** All full-time employees in the unit shall receive the following paid holidays each year:  
13 12 Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday and Memorial Day. 13  
14 Employees who work twelve (12) months per year shall receive six (6) consecutive work days' winter 14  
15 vacation. Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid 15  
16 for holidays that occur during their work year. Employees who work less than twelve (12) months 16 shall  
17 receive the following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), Presidents' 17 Day, Good  
18 Friday and Memorial Day.

19  
20 **7.06 - VACATION:** This section shall apply to all full-time twelve-month employees in the  
21 bargaining unit.

22  
23 **(1) Accrual:** A member of the unit who is employed on a twelve (12) month basis shall be allowed paid  
24 vacation leave, exclusive of holidays, as follows:

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

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

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

31  
32 **(2) Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at least  
33 ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation  
34 during the calendar year. Each supervisor shall develop and post a vacation schedule by March 31.  
35 Between January 1 and March 10, employees shall submit requests for vacation time to the supervisor.  
36 Requests for vacation will be granted based on seniority. The supervisor may deny specific vacation  
37 requests that disrupt the operation of the school or department. Vacation requests received after  
38 March 10 will be considered on a first-come, first-served basis and should be responded to within  
39 10 business days. Supervisors shall respond in PeopleSoft with a specific reason for denial if a  
40 vacation request is not granted. Previous approval of vacation requests may be revoked should an  
41 emergency arise at the worksite. An appeal of a revocation of a previously approved vacation  
42 request may be made to the Superintendent or Superintendent's Designee. All requests shall be  
43 entered into PeopleSoft by the supervisor or their designee. If the supervisor chooses, they may  
44 request that the employee enter the request into PeopleSoft.

45  
46 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments, provided  
47 that the request does not disrupt the operation of the work site. All vacation requests must be

1 submitted to the supervisor at least 24 hours in advance of the requested vacation time.

2  
3 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual  
4 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the  
5 approval of the Superintendent upon the recommendation of the employee's supervisor. Upon  
6 separation from the Board, an employee shall be paid for accrued annual leave as of the date of  
7 separation based on the employee's daily rate of pay at the time of separation. In the case of the death  
8 of an employee, payment for accrued annual leave shall be made to the employee's beneficiary of  
9 record, or if none, to their estate.

10  
11 **7.07 – TRANSPORTATION EMPLOYEES**

12  
13 **(1) Work Day (Bus Operators): [14.03(1)]**

14 **(a) Standard Work Day:** All regular bus operators will be guaranteed a minimum of seven (7)  
15 hours per day when school is in session. All hours worked beyond 40 hours in the work week  
16 will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not  
17 apply to summer school. **[14.03(1)(a)]**

18 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no  
19 later than one (1) hour prior to the scheduled start of the route. **[14.03(1)(b)]**

20 **(c) Breaks: [14.03(1)(c)]**

21 **(1) As Schedule Permits:** Bus Operators may take a morning (a.m.) and afternoon  
22 (p.m.) break as their schedule permits. **[14.03(1)(c)(1)]**

23 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the  
24 bus operator's scheduled route. **[14.03(1)(c)(2)]**

25 **(3) Route Time:** Route time will not be extended to provide for a break. **[14.03(1)(c)(3)]**

26 **(d) Time Reporting:** Bus operators will be paid for all time worked within a pay period per  
27 Articles 10.05(1)(d) and 10.05(1)(e), if the employee has accurately reported work time on the  
28 prescribed tracking system. Work time not accurately recorded by the employee on the  
29 prescribed tracking system, shall be paid after the employee has notified the Transportation  
30 Department. Upon notification and verification, the employee will be paid within the next two  
31 pay periods. **[14.03(1)(d)]**

32 **(e) Pre and Post-Trip Inspection:** The normal workday shall be the bid time, including the ½  
33 hour for non-route time (pre- and post-trip inspection), up to a maximum of 8 hours.  
34 Additional workday hours shall include approved hours on the Route Time & Mileage (RTM)  
35 report. **[14.03(1)(e)]**

36 **(1) Excess Time:** Any operator whose approved route exceeds six and one-half (6-1/2)  
37 hours per day will be paid for excess time to the nearest quarter hour at their regular  
38 hourly rate. **[14.03(1)(e)(1)]**

39 **(2) Non-Route Time:** The one-half (1/2) hour daily non-route time shall be used by  
40 operators for activities needed to perform their normal duties. Duties include, but are  
41 not limited to fueling and cleaning of bus, completion of surveys and other paper work  
42 and conducting pre- trip/post trip inspections. **[14.03(1)(e)(2)]**

43 **(f) Mandatory Meetings or Training Sessions:** Operators who do not have adequate  
44 additional duty hours to cover mandatory meetings or training sessions will be reimbursed at  
45 their regular hourly rate. **[14.03(1)(f)]**

46 **(g) Standard Work Day Exemption:** Operators who prefer to work fewer than thirty-five (35)  
47 hours per week may be exempt from the minimum day by submitting a written request to the

1 Transportation Department by the first day of preschool or upon initial employment.  
2 Exemptions are subject to approval by the appropriate Assistant Director and shall remain in  
3 effect during the school year unless otherwise approved. Operators who are exempt from the  
4 minimum day shall not be eligible for field trip assignments and shall be paid for actual route  
5 time and an additional one-half (1/2) hour per work day non-route time. No extra duties or  
6 standby time will be assigned to these routes. **[14.03(1)(g)]**

7 **(h) Pilot Program:** Beginning with the FY 14 (2013-2014 school year) and continuing for the  
8 duration of this agreement, the District will implement a pilot program for up to 40 bus  
9 operators who will be exempt from the seven (7) hour requirement contained in Article 14.04  
10 (a) of this agreement. This pilot program will be reviewed by the SPALC Labor/Management  
11 Committee prior to its continuation in subsequent years. This pilot will be implemented  
12 primarily for activity-related runs and will be bid by zone. Bus operators employed pursuant  
13 to this article, are not eligible to be added to the field trip list. **[14.03(1)(h)]**

14  
15 **(2) Work Day (Bus Attendants and Bus Monitors): [14.03(2)]**

16 **(a) Standard Work Day:** All regular bus attendants and monitors will be guaranteed a  
17 minimum of six (6) hours per day when school is in session. All hours worked beyond 40 hours  
18 in the work week will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum  
19 requirements shall not apply to summer school. **[14.03(2)(a)]**

20 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no  
21 later than one (1) hour prior to scheduled start of the route. **[14.03(2)(b)]**

22 **(c) Breaks: [14.03(2)(c)]**

23 **(1) As Schedule Permits:** Bus attendants and bus monitors may take a morning (a.m.)  
24 and afternoon (p.m.) break as their schedule permits. **[14.03(2)(c)(1)]**

25 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the  
26 scheduled route. **[14.03(2)(c)(2)]**

27 **(3) Route Time:** Route time will not be extended to provide for a break. **[14.03(2)(c)(3)]**

28 **(d) Time Reporting:** Bus attendants and bus monitors will be paid for all time worked within  
29 a pay period per Articles 10.05(1)(d) and 10.05(1)(e) if the employee has accurately reported  
30 work time on the prescribed tracking system. Work time not accurately recorded by the  
31 employee on the prescribed tracking system, shall be paid after the employee has notified the  
32 Transportation Department. Upon notification and verification, the employee will be paid  
33 within the next two pay periods. **[14.03(2)(d)]**

34 **(e) Mandatory Meetings or Training Sessions:** Bus attendants and bus monitors who are  
35 required to attend area training meetings will be paid their regular hourly rate for time in  
36 attendance at such meetings. **[14.03(2)(e)]**

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

40 **[14.03(2)(f)]**



## ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 – NOTICE:** Each employee will receive a performance assessment, in electronic form, of their  
2 work at least once during each contract year. The parties agree that the Association will have input  
3 into the development of the assessment forms.

4  
5 **8.02 – PROCEDURE:**

6  
7 **(1) Supervisor Meeting:** Each employee’s performance assessment shall be discussed with them by  
8 the supervisor. All discussion of a performance assessment by a supervisor shall be conducted in  
9 private.

10  
11 **(2) Employee Acknowledgement:** After discussion of the performance assessment, the employee  
12 shall acknowledge the performance assessment, indicating that they have been shown the report and  
13 that it has been discussed with them by the assessor.

14  
15 **(3) Supporting Documentation:** If an evaluation includes an “Inconsistent” or “Unsatisfactory”  
16 rating or a derogatory comment regarding performance, the supervisor must provide proof that  
17 the employee has been counseled prior to the evaluation in the area receiving the “Inconsistent” or  
18 “Unsatisfactory” rating or has been counseled in the same performance area of the derogatory  
19 comment.

20  
21 **(4) Employee Comment:** If the employee disagrees with their performance assessment, they may  
22 submit a statement in electronic form which shall, upon request of the employee, be attached to  
23 the Board’s copy.

24  
25 **(5) Final Rating:** Each employee shall be given a copy of their performance assessment within ten  
26 (10) calendar days after completion; but not later than April 1. Additional performance  
27 assessments completed after April 1 will be given to each employee within ten (10) calendar days after  
28 completion.

29  
30 **(6) Supervisor Acknowledgment:** No employee in the unit shall complete or acknowledge the  
31 performance assessment of other employees. Only a supervisor shall complete a performance  
32 assessment for an employ~~ee~~.

33  
34 **8.05 – REWRITE:** The SPALC Labor/Management Committee will execute a Memorandum of  
35 Understanding (MOU) in FY22 (2021-2022 school year) that includes a clear and concise re-write of  
36 Article 8 (Performance Evaluation) to be effective July 1, 2022 for FY23 (2022-2023 school year).

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## ARTICLE 9 – DISCIPLINARY PROCEDURE

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

6 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job performance  
7 shall be reviewed by the site-based or school-based administrator. During the investigation, the District  
8 may temporarily reassign the employee. The employee shall be provided an opportunity to be heard  
9 regarding all allegations at a meeting with the site-based or school-based administrator.  
10

11 **(2) District-Based Investigation:** Professional Standards may initiate an investigation at the request of the  
12 site-based or school-based administrator or Superintendent in response to allegations of employee  
13 misconduct or unsatisfactory job performance that may result in suspension without pay or termination  
14 of employment. During the investigation the District may temporarily reassign the employee.  
15

16 **(3) Administrative Reassignment or Suspension:** In accordance with Florida Statute 1012.796, if an  
17 allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately  
18 suspend the employee, with pay, from regularly assigned duties and reassign the employee to a position  
19 that does not require direct contact with students. An employee may be suspended with pay or reassigned  
20 pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a  
21 student. Suspension with pay or reassignment pending the outcome of an investigation shall continue  
22 until an outcome has been rendered by the District and shall not be subject to the grievance procedure.  
23

24 **(4) Right to Representation:** If an employee has a reasonable belief that discipline or adverse  
25 consequences may result from a meeting with management, the employee has the right to request  
26 representation of their choice from the following: the employee's attorney, a union representative, or a  
27 co-worker that is a member of the bargaining unit. Notice of representation by an attorney or union  
28 representative must be provided in writing. Management is not required to inform an employee of their  
29 Weingarten rights. It is the employee's responsibility to know their rights and to request representation,  
30 if they desire representation.  
31

32 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written notice, whenever  
33 possible, of a pre-determination hearing. Employees shall have the right to representation and the  
34 employee may present relevant information in their defense. Allegations will be reviewed at the pre-  
35 determination hearing and the employee will be provided an opportunity to respond. After all information  
36 has been considered, a disciplinary outcome will be rendered. The Association shall have the right to  
37 attend all District-based pre-determination hearings.  
38

39 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when appropriate, and may  
40 include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement,  
41 suspension, termination, reassignment, retraining, or other assistance.  
42

43 **(7) Probationary Period:** A new period of probation shall not be used as a form of disciplinary action for  
44 an employee who has previously completed their probationary period.

1  
2 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology are  
3 common in the workplace and may be used in the course of an investigation. The initial review of security  
4 camera footage or other technology for the purpose of monitoring employee performance shall be  
5 conducted by the site-based or school-based administrator and shall remain confidential during the  
6 pendency of an investigation. All records will be provided to the Association as soon as technologically  
7 feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation  
8 of employee misconduct, the Association will have the opportunity to inspect it prior to and/or during a  
9 pre-determination hearing. Disciplinary action will be based upon a totality of circumstances rather than  
10 solely upon use of technology.

11  
12 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a teaching contract or  
13 supplemental contract shall be only for just cause, as defined in Florida Statute 1012.33 and 1012.335,  
14 and Florida Administrative Code 6A-5.056. Employees with Annual Contract status who are recommended  
15 for non-reappointment are not entitled to an appeal or the grievance procedure, but may be eligible for  
16 a review of their non-reappoint in accordance with Article 5.01.

17  
18 **(1) No Finding:** If an investigation results in no finding of just cause, written documentation of no finding  
19 will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause  
20 is a non-disciplinary outcome and shall not be placed in the employee's personnel file.

21  
22 **(2) Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of Guidance may be  
23 issued and will be placed in the investigative file and a copy will be provided to the employee. A Letter of  
24 Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct  
25 that are unsubstantiated but could negatively impact an employee's professional standing. A Letter of  
26 Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the  
27 employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed  
28 in the employee's personnel file.

29  
30 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting that may result in  
31 disciplinary action, including but not limited to an administrator's notes regarding a verbal warning.

32  
33 **(4) Conference Summary:** A Conference Summary is site-based or school-based disciplinary  
34 documentation. Any Conference Summary shall be provided to the employee and shall be signed by the  
35 employee for the sole purpose of indicating that the employee has received a copy and has had an  
36 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference  
37 Summary will be provided to the employee, indicating that the employee refused to sign. Employees have  
38 the opportunity to submit a written response, which will be attached to the Conference Summary.

39  
40 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is placed in an  
41 employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be signed  
42 by the employee for the sole purpose of indicating that the employee has received a copy and has had an  
43 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Written  
44 Reprimand will be provided to the employee and a copy will be placed in the employee's personnel file  
45 indicating that the employee refused to sign. Employees have the opportunity to submit a written  
46 response, which will be placed in the employee's personnel file.

47  
48 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and when appropriate a

1 duration will be specified.

2

3 **(7) Suspension:** The process for suspension without pay shall be governed by School Board Policy.  
4 Suspensions shall be subject to grievance procedure.

5

6 **(8) Termination:** The process for termination shall be governed by School Board Policy. Employees will  
7 receive written notice of a recommendation for termination, which will include the reason for the  
8 recommendation. Employees shall be entitled to a hearing before the Board.

## ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Previous work experience shall be verified as equivalent to the  
2 employee's position pursuant to Board policy. Experience credit will be granted upon verification and  
3 will be retroactive to the initial hire date or the beginning of the fiscal year it was submitted if  
4 submitted during a fiscal year after the fiscal year of the initial hire date. Current employees with less  
5 than the maximum step allowed for an entry level position due to a change in the standard in  
6 allowable experience credit shall receive the experience credit allowed under the standard upon  
7 verification. The SPALC Labor/Management Committee will provide input into the standards on an  
8 annual basis. The SPALC Labor/Management Committee may call for subsequent review of an area if  
9 a problem occurs.

### 11 (1) New Hire

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

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

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

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

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

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

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

32 (e) **Hold Harmless:** The District will review all situations where a change in position may have  
33 resulted in an employee receiving less than the amount established by the Temporary  
34 Reassignment Matrix described in Article 10.04(4). If an employee changes position from the  
35 Grade/Step Salary Schedule to the Market Rate Salary Schedule or if their position is  
36 reclassified resulting in a decrease in regular rate of pay (hourly rate), the District will work to  
37 hold the employee harmless and will provide the SPALC Labor/Management Committee with  
38 an update on the disposition of all such instances.

39  
40  
41 (3) **Return to Rate of Pay:** If an employee terminates their employment and is rehired by the District  
42 within one year from the date of termination, they may be eligible for a return to rate of pay. ~~A break~~  
43 ~~in service will impact longevity pay (see Article 10.03(1)).~~

### 44 (a) Market Rate Salary Schedule:

45 (1) **Same Position:** If an employee terminates their employment and is rehired by the

District into the same position within one year from the date of termination and the position is on the Market Rate Salary Schedule, the employee will be paid their base rate (hourly rate) at the time of termination or the Market Rate, whichever is greater.

**(2) Different Position:** If an employee terminates their employment and is rehired by the District into a different position within one calendar year from the date of termination and the position is on the Market Rate Salary Schedule, the employee will be paid the Market Rate.

**(b) Grade/Step Salary Schedule:** If an employee terminates their employment and is rehired by the District into a position on the Grade/Step Salary Schedule, the employee will be paid based upon verified work experience or their last step on record with the District, whichever is greater.

**10.02 – SALARY SCHEDULES:** All positions that are part of the bargaining unit will be included in a SPALC Salary Schedule appendix, with a distinction to be made between positions on the Grade/Step Salary Schedule and the Market Rate Salary Schedule.

**(1) Differential Pay**

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

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

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

**(2) 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 articles of this Agreement shall prevail.

**(3) Reclassifications:**

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

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

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

**(4) Promotions:** No employee shall be deprived of their seniority as a condition for promotion or as

1 the result of a demotion.

2  
3 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the SPALC  
4 Labor/Management Committee, will develop and implement a system for awarding all incentive and  
5 bonus programs that is in compliance with applicable laws. Availability of funding may impact the  
6 continuation of incentive and bonus programs.

7  
8 **(1) District Incentive and Bonus Programs**

9 **(a) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work environment and  
10 enhance the quality of life for all District employees. ActiveLee provides engaging health  
11 programs, support resources, exercise classes, and wellness coaching to empower District  
12 employees to make healthier lifestyle choices. Incentives for District employees will be  
13 determined annually by the District

14 **(b) Longevity:** ~~After completing fifteen (15) continuous years of employment, excluding~~  
15 ~~outside credit, an employee shall receive an additional supplement of \$150.00 within thirty~~  
16 ~~days from the fifteenth anniversary date and on the first pay period for the employee each~~  
17 ~~fiscal year thereafter. After completing twenty (20) continuous years of employment, excluding~~  
18 ~~outside experience credit, an employee shall receive an additional supplement of \$700.00~~  
19 ~~within thirty days from the twentieth anniversary date and on the first pay period for the~~  
20 ~~employee each fiscal year thereafter. After completing twenty-five (25) continuous years of~~  
21 ~~employment, excluding outside experience credit, an employee shall receive an additional~~  
22 ~~supplement of \$950.00 within thirty days from the twenty-fifth anniversary date and on the~~  
23 ~~first pay period for the employee each fiscal year thereafter. Effective July 1, 2022, in order to~~  
24 ~~acknowledge the dedicated service of District employees, eligible employees will receive a~~  
25 ~~longevity supplement with payment spread equally among paychecks throughout the fiscal~~  
26 ~~year. Non-consecutive years of District service, regardless of bargaining unit at the time of~~  
27 ~~service, will be used to determine eligibility for longevity pay; Years (L). Years of service will be~~  
28 ~~updated annually after June 30 and payment will be in accordance with Article 10.05(5).~~

29

<u>Years (L)</u>	<u>Amount</u>
<u>10 to 14 Years</u>	<u>\$250.00</u>
<u>15 to 19 Years</u>	<u>\$500.00</u>
<u>20 to 24 Years</u>	<u>\$1,000.00</u>
<u>25 to 29 Years</u>	<u>\$2,000.00</u>
<u>30 or More Years</u>	<u>\$2,500.00</u>

30  
31 **(c) Safe Driving Award**

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

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

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

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

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1 (2) **Amount:** The annual amount of the safe driver award will increase with each  
2 consecutive year the driver maintains a safe record as follows:  
3

Consecutive Years	Amount
1 <sup>st</sup> year	\$100.00
2 <sup>nd</sup> year	\$150.00
3 <sup>rd</sup> year	\$200.00
4 <sup>th</sup> year	\$250.00
5 <sup>th</sup> year	\$300.00

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

7  
8 **(d) Professional Development:**

9 **(1) Tuition Waiver/Reimbursement:** Tuition shall be waived for employees who  
10 enroll in a supplemental vocational program. A supplemental vocational program is  
11 one that provides occupational training to maintain or upgrade employee's skills  
12 and/or enables the employee to reenter an occupation, including house maker.  
13 Tuition shall also be waived for employees who enroll in Adult and Community  
14 Education courses. The District shall reimburse tuition for courses previously offered  
15 by the District through the Technical Colleges. Reimbursement is subject to successful  
16 completion of the course by the employee. The course must also be District work  
17 related. The employee must consult with their supervisor prior to taking a course for  
18 which they will seek reimbursement.

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

29 **(3) Training:** As an incentive for employees to improve their proficiency on the job, or  
30 upgrade and enhance their skills and therefore, their employment opportunities with  
31 the District, a \$125.00 stipend will be offered for personnel who have earned twenty  
32 four (24) hours over a two (2) year period through participation in a job related  
33 community college course, Staff Development course or Adult and Community  
34 Education course. The course must be taken on the employee's personal (non-work)  
35 time. Three stipends per employee may be awarded per school year. Stipend(s) will be  
36 paid at the successful completion of each 24 hours of training and submission of the  
37 "SPALC, Confidential, and Supervisory/Technical Training Incentive Application".  
38 Interested employees are required to seek verification of eligibility for training  
39 incentives by submitting an application to the Principal or Director indicating the  
40 course requested and justification of relevance to the employee's position prior to

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1 enrolling in the course. Applications will be available at each work site and through the  
2 Curriculum and Staff Development Department. Employees are not eligible to receive  
3 the Trade Certification Supplement and the Training Incentive for the same activity.  
4

5 **(2) State Incentive and Bonus Programs**

6 **(a) Qualifying Adoptive Employee:** Funds associated with this program are to be distributed  
7 in accordance with Florida Statute 409.1664.

8 **(1) Child With Special Needs:** A qualifying adoptive employee who adopts a child  
9 within the Florida child welfare system who has special needs is eligible to receive a  
10 lump sum monetary benefit in the amount of \$10,000.00 per child, subject to  
11 applicable taxes.

12 **(2) Child Without Special Needs:** A qualifying adoptive employee who adopts a child  
13 within the Florida child welfare system who does not have special needs is eligible to  
14 receive a lump-sum monetary benefit in the amount of \$5,000.00 per child, subject to  
15 applicable taxes.

16 **(3) Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive  
17 Employee Program beyond the limits of applicable state and federal law.  
18

19 **10.04 – NON-STANDARD RATE OF PAY**  
20

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

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

30 **(b) Declared Emergency:** Employees required to work during a Declared Emergency will  
31 receive a one-time bonus by the end of the regularly scheduled work year equal to their base  
32 rate of pay (hourly rate) times the number of hours worked during the Declared Emergency.  
33 Declared Emergency status will be in effect until the Superintendent returns operations to  
34 normal status. Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).  
35

36 **(2) Asbestos Control Team:** Employees who are members of the Asbestos Control Team shall be paid  
37 an additional \$5.21 per hour for time spent working in the asbestos abatement area dressed in  
38 complete protective gear.  
39

40 **(3) Temporary Reassignment:** For Temporary Reassignment, in accordance with Article 5.05(2),  
41 employees will be paid according to the appropriate Temporary Reassignment Matrix. ~~(see appendix).~~  
42

43 **(4) Transportation Employees**

44 **(a) Field Trips [14.04(1)]**

45 **(1) Reimbursement for Expenses:** For all out-of-county field trips of one day or less,  
46 and for all overnight trips when lodging is provided by the school or group, employees  
47 will be reimbursed for meals as provided by School Board Policy. For all out-of-county

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1 overnight trips when lodging is provided by the school or group, the employee  
2 may file a travel expense report for reimbursement as provided by School Board  
3 policy. Reimbursement will be based on the time from which the operator begins the  
4 trip to the time when the operator parks the bus at the end of the trip. Requests for  
5 reimbursement shall be processed and paid within thirty (30) days following the  
6 submission of required paperwork. The prescribed reimbursement rate for meals  
7 when on trips shall be as provided to the employee. **[14.04(1)(a)]**

8 **(2) Field Trips:** For all trips which cannot be accomplished during the minimum day  
9 except overnight trips, employees will be paid at their regular hourly rate. Field trips  
10 which occur between July 1 and the first student school day of the new school year will  
11 be paid at the employee's regular hourly rate for the preceding school year. Employees  
12 will receive retroactive pay (when negotiated) for field trips occurring after the date of  
13 the opening of school. The number of hours to be paid for a field trip will be calculated  
14 from the time from which the employee begins the trip to the time when the employee  
15 parks the bus at the end of the trip. **[14.04(1)(b)]**

16 **(3) Overnight Field Trips:** Compensation for all out-of-county overnight field trips  
17 shall be paid at the regular hourly rate, up to a minimum of twelve (12) hours pay for  
18 each calendar day the employee is away. Should the employee work more than twelve  
19 (12) hours, a log shall be kept and the employee will be paid for the hours recorded  
20 on the log. **[14.04(1)(c)]**

21 **(4) Field Trip Cancellation:** When a field trip is canceled, and notification is not given  
22 to the employee until the actual day of the trip, the employee shall receive two (2)  
23 hours pay or actual time worked, whichever is greater, based on the regular hourly  
24 rate. Field Trip cancellations shall not count as a trip taken. **[14.04(1)(d)]**

25 **(b) Bus Preparation/Clean Up:** Operators shall be paid one (1) additional hour per field trip  
26 for bus preparation and cleaning for out-of-county trips. **[14.04(2)]**

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## 27 10.05 – PAY DELIVERY

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

29  
30 **(a) Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal  
31 to their annual rate divided by twenty-four (24) pay periods. Employees may receive a pro-  
32 rated non-standard pay period amount, not to exceed the amount paid for a standard pay  
33 period.  
34

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

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

44 **(c) Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that  
45 day falls on a weekend or holiday, then paychecks will be issued on the business day prior to  
46 the weekend or holiday.  
47

- 1 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.
- 2
- 3 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for
- 4 paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with
- 5 the employee. Every effort will be made to resolve paycheck adjustments within the calendar year to
- 6 ensure accurate reporting of wages for tax purposes.
- 7 **(a) Leave Reporting:** Leave shall be reported in the same pay period in which an absence
- 8 occurs. Late submission of leave may result in an adjustment of pay.
- 9
- 10 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated in
- 11 accordance with Florida Statute, Chapter 119.
- 12
- 13 **(5) Overtime:** Overtime shall be reported in the same pay period in which it occurs. Overtime shall
- 14 be paid no later than the pay period after the hours were worked, provided there are at least eight (8)
- 15 days between the hours worked and the next pay period. Employees working in two or more positions
- 16 with different hourly rates will be paid overtime as required by the Fair Labor Standards Act (FLSA)
- 17 and Board Policy 5.17.

18  
19 **10.06 - CHANGES IN COMPENSATION:** Effective ~~February 1, 2021 or later~~ July 1, 2022, support staff  
20 employed by the District ~~at the time of ratification and payment~~ will be eligible for increases as follows:  
21

- 22 **(1) Two Percent Increase:** ~~All support staff on the Grade/Step Salary Schedule and the Market Rate~~  
23 ~~Salary Schedule will receive a 2.0% increase in base rate of pay (hourly rate).~~
- 24
- 25 **(2) One-time Bonus:** ~~All support staff on the Grade/Step Salary Schedule and the Market Rate Salary~~  
26 ~~Schedule with a District start date in a SPALC bargaining unit position on or before September 1, 2020~~  
27 ~~will receive a one-time bonus of \$294.50, if they remain continuously employed in a SPALC bargaining~~  
28 ~~unit position.~~
- 29
- 30 **(3) Market Rate Salary Schedule:** ~~The District is in the fourth year of a five-year transition to a Market~~  
31 ~~Rate Salary Schedule. The SPALC Labor/Management Committee will make recommendations each~~  
32 ~~year for positions to be moved to the Market Rate Salary Schedule and will consider need and~~  
33 ~~availability of funding. Funding is not available to support moving positions to the Market Rate for~~  
34 ~~FY21 (2020-2021 school year).~~

- 35
- 36 **(1) Regular Rate of Pay (Hourly Rate) Increase:** ~~All eligible employees will receive an increase in~~  
37 ~~base rate of pay (hourly rate) or eighty (80) cents per hour, effective July 1, 2022.~~
- 38
- 39 **(2) Longevity Pay:** ~~In order to acknowledge the dedicated service of District employees, longevity~~  
40 ~~supplement amounts will be based upon non-consecutive years of District Service (Years L), which will~~  
41 ~~be updated annually after June 30 of each year.~~
- 42 **(a) Ten (10) to Fourteen (14) Years:** ~~Employees with ten (10) to fourteen (14) years will receive~~  
43 ~~\$250.00.~~
- 44 **(b) Fifteen (15) to Nineteen (19) Years:** ~~Employees with fifteen (15) to nineteen (19) years will~~  
45 ~~receive \$500.00.~~
- 46 **(c) Twenty (20) to Twenty-four (24) Years:** ~~Employees with twenty (20) to twenty-four (24)~~  
47 ~~years will receive \$1,000.00~~

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1 (d) Twenty-five (25) to Twenty-nine (29) Years: Employees with twenty-five (25) to twenty-  
2 nine (29) years will receive \$2,000.00.

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3 (e) Thirty (30) or More Years: Employees with thirty (30) or more years will receive \$2,500.00

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4 (f) SPALC Labor/Management Committee: The SPALC Labor/Management Committee will  
5 discuss possible options for lump sum payment in the fall of each year to help with summer  
6 gap in pay and to reward retirees and will present a recommendation for FY23 (2022-2023  
7 school year).

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9 (3) Retention Bonuses: Employed is defined as payroll active an actively working. Employees who are  
10 on a Family Medical Leave Act (FMLA) related leave will not receive payment until they return to work  
11 from their FMLA leave with no break in service.

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12 (a) First Payment: Eligible employees will a one-time bonus in the amount of \$1,000.00, if  
13 they are payroll active and actively working on March 15, 2022. Payment is tentative scheduled  
14 for March 31, 2022.

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15 (b) Second Payment: In order to support employee attendance, the District will provide  
16 retention bonuses only to employees with fewer than five (5) Total absences from March 2,  
17 2022 to the end of the FY22 (2021-2023 school year). Absences due to the approval of leave  
18 associated with the Family Medical Leave Act (FMLA) or Sick Leave (COVID-19) will not count  
19 toward an employee's total absences. Approved vacation and personal leave will not count  
20 toward an employee's total absences. Eligible employees will receive a one-time bonus in the  
21 amount of \$1,000.00 if they are payroll active and actively working on the last day of their  
22 regularly scheduled work year. Payment is tentative scheduled for July 15, 2022.

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23 (c) Third Payment: Support staff will be eligible for a one-time bonus in the amount of  
24 \$1,000.00, if they are employed on their last regularly scheduled work day of FY22 (2021-2022  
25 school year) and September 30, 2022. Employed is defined as payroll active, actively working,  
26 and with no break in service. Payment will be issued on October 14, 2022.

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28 (4) Market Rate Salary Schedule: The District is in the fifth year of a five-year transition to a Market  
29 Rate Salary Schedule. Funding was not available to support moving positions to the Market Rate in  
30 FY21 (2020-2021 school year), so the five-year plan to transition to a Market Rate Salary Schedule has  
31 been extended to seven years. The SPALC Labor/Management Committee will make  
32 recommendations each year for positions to be moved to the Market Rate Salary Schedule and will  
33 consider need and availability of funding.

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34 (a) Consolidated Paraprofessional/Helping Teacher: The District and SPALC have agreed to  
35 consolidate paraprofessional and helping teacher positions with the interest of bringing all  
36 support staff with highly qualified status under one job description. Employees working under  
37 this job description will be paid at a market rate of \$15.75 per hour, effective July 1, 2022.  
38 Employees working in ESE job codes will receive an additional \$1,000.00 per year to address  
39 the need to provide students assistance with self-care, replacing the current hygiene  
40 supplement of \$500.00.

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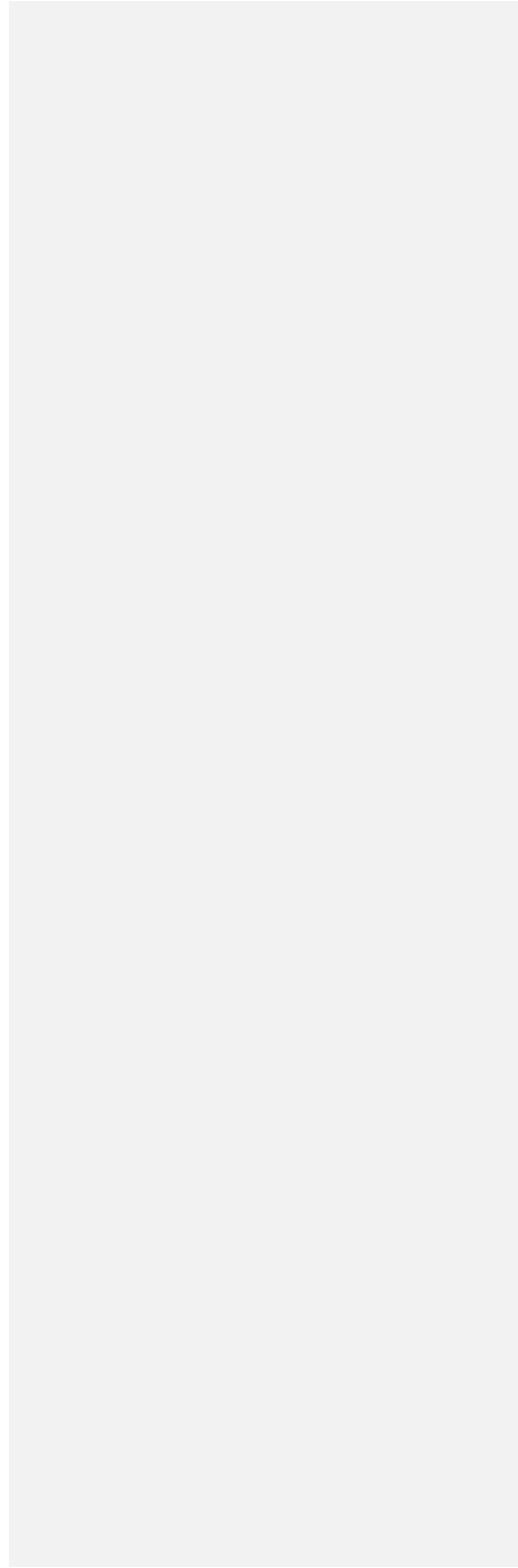
41 (b) Bus Operators: Employees working under this job description will be paid at a market rate  
42 of \$17.50 per hour, effective July 1, 2022.

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43 (c) Below Market Rate: All employees who are in a job classification that is on or being moved  
44 to the Market Rate Salary Schedule who are currently below the market rate for that position  
45 will receive an increase in base rate of pay (hourly rate) to the market rate, effective July 1,  
46 2022.

47 (d) Above Market Rate: All employees who are in a job classification that is on or being moved

- 1 to the Market Rate Salary Schedule who are currently above the market rate for that position
- 2 will retain their base rate of pay (hourly rate).



## ARTICLE 11 –BENEFITS

1 **11.01– BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance through the  
2 District’s medical plan and group term life insurance for all eligible employees. Effective April 1,  
3 2015, the Board will provide major medical insurance through a program offered by Aetna Inc. (Aetna).  
4

5 **(1) Eligibility:** Employees who are regularly scheduled to work thirty (30) or more hours per work week  
6 are eligible for Board provided major medical insurance and group term life insurance as described  
7 in this article; except that, employees who were employed with the Board as of March 12, 1996, and  
8 who were, at that date, and continue to be, regularly scheduled to work twenty (20) or more hours  
9 per work week, shall continue to be eligible for Board provided major medical insurance and group  
10 term life insurance as described in this article.  
11

12 **11.02 – FLEX CREDITS:** Effective April 1, 2021, the Board shall contribute \$8,104.80 into the Flex Credits  
13 for each employee who is enrolled in Board-Provided Benefits.  
14

15 **(1) Application:** Flex Credits are to be applied by employees toward the purchase of their own  
16 major medical insurance, dependent medical insurance, dental insurance, vision insurance, critical  
17 illness insurance, accident insurance, and/or cancer insurance.  
18

19 **(2) HSA Plan:** For employees who elect an HSA plan, any Flex Credits in excess of the employee only  
20 medical plan premium will be deposited into the employee’s HSA account with the District’s HSA  
21 vendor and will not be applied to dependent medical insurance, dental insurance, vision insurance,  
22 critical illness insurance, accident insurance, and/or cancer insurance.  
23

24 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the  
25 Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the  
26 Flex Credits.  
27

28 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its employees  
29 an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex  
30 Plan may be purchased pre-tax through payroll deduction or with Flex Credits.  
31

32 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have  
33 the option to waive participation in the Flex Plan within the first thirty (30) days of employment.  
34 Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual  
35 enrollment period or within sixty (60) days following a qualified family status change. Enrollment in  
36 any individual benefit included in the Flex Plan remains binding until the employee changes their  
37 benefit election. Such changes may only be made during the Open Enrollment period for the  
38 benefit or within thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following  
39 a qualified family status change, and must be made on the appropriate enrollment change form.  
40 Changes made during the Open Enrollment period will become effective the first day of the new  
41 benefit plan year. The District will make every effort to ensure employees receive electronic  
42 confirmation of their open enrollment selection prior to the first payroll deduction of the plan year.  
43

44 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional medical and/or  
45 dependent care Flexible Spending Accounts, which allow those employees to pay for qualified medical

1 and dependent care expenses with pre-tax payroll deductions. Flex Credits may not be directed to  
2 Flexible Spending Accounts.

3  
4 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance through the  
5 District’s medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major  
6 medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419,  
7 and High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month  
8 following a forty-five (45) day waiting period from the date of employment. The date of employment  
9 shall be included as one of the forty-five (45) days.

10  
11 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical insurance  
12 coverage shall be allowed to decline coverage under the School District’s medical plan. Employees  
13 shall receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex  
14 Credits to spend on voluntary benefits (dental, vision, and/or cancer).

15  
16 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of group term  
17 life insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00)  
18 accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the  
19 month following a forty-five (45) day waiting period from date of employment. The date of  
20 employment shall be included as one of the forty-five (45) days.

21  
22 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available  
23 to all eligible employees. Employees who participate in voluntary benefits must do so at their own  
24 expense or with available Flex Credits. Voluntary benefits shall be recommended by the Insurance Task  
25 Force and approved by the Board.

26  
27 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per work  
28 week are eligible for the optional group voluntary benefits offered by the Board.

29  
30 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount  
31 not less than one million dollars (\$1,000,000.00) per occurrence.

32  
33 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred  
34 out of the fund without the recommendation of the Insurance Task Force.

35  
36 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS) and contributes on  
37 behalf of all eligible employees.

38  
39 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of all eligible  
40 employees.

## ARTICLE 12 – LEAVE

1 **12.01 – USE OF LEAVE:** Leave should be requested only when necessary.  
2

3 **(1) Absence Without Leave:** Any absence from duty without leave may subject the employee to  
4 termination or other appropriate discipline.  
5

6 **(2) Absence Without Pay:** The pay deduction for each day of absence shall be determined by dividing  
7 the base salary plus any wage supplement by the total number of hours in the employee's work year  
8 to determine the hourly rate, then multiplying that rate by the number of hours absent.  
9 For purposes of this paragraph, supplements are those which relate to employee's principal position  
10 and exclude those supplements for extracurricular activities.  
11

12 **(3) Notice of Absence:** Any employee who will be absent from work for any cause except for leave  
13 duly authorized and granted in advance shall notify the principal or immediate supervisor of the leave  
14 needed as soon as possible prior to their absence.  
15

16 **(4) Leave Request:** All applications for leave, except sick, emergency, vacation (see Articles 7.05 and  
17 7.06) and personal leave shall be submitted to the principal or supervisor in writing at least five (5)  
18 days in advance. Leave granted for a school year or for the remaining part thereof will expire at the  
19 end of the employee's contract year. An employee having been granted leave for the school year or  
20 remaining part thereof, who desires to return to work the next school year shall notify the  
21 Superintendent in writing by April 1.  
22

23 **(5) Return from Extended Leave:** A regular employee who is replacing an employee on leave will be  
24 placed in a similar or comparable position within the District upon the return of the employee on  
25 leave. Replacement positions will be filled only upon approval by the Superintendent.  
26

27 **(6) Leave Approval:** All requests for leave shall be submitted on the proper form and shall be subject  
28 to approval by the Superintendent.  
29

30 **(7) Leave Disposition:** All employees shall, if possible, be notified in writing of the disposition of their  
31 request prior to the requested leave date. The notification of the leave request shall be submitted by  
32 the employee in a timely manner. The employee shall be notified as to the disposition of the leave by  
33 the supervisor in a timely manner. If the disposition is not provided to the employee by the date of  
34 the leave, the employee shall follow-up with the supervisor prior to taking the leave.  
35

### 36 **(8) Suspected Abuse of Leave**

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

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

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

44 **(3) Continued Pattern:** A continued pattern of absence that affects an employee's



1 ability to carry out the essential functions of their position.

2 **(b) Unauthorized Absence:** Unauthorized absence shall be defined as follows:

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

8 **(2) In Excess of Accrued Leave:** Absence in excess of accrued sick and personal leave,  
9 when such absence is not specifically authorized in advance, is an unauthorized  
10 absence.

11 **(3) During Emergency:** Personal leave and vacation leave without advanced  
12 authorization unless in the case of emergency as defined by Article 12.04(2)(a) is an  
13 unauthorized absence.

14  
15 **(9) Abandonment of Position:** An unauthorized absence of three consecutive workdays without  
16 notice shall be evidence of abandonment of position and subject to termination procedure.

17  
18 **(10) Medical Certification:** An employee who has taken sick leave for five (5) days or more, or injury  
19 or illness in line of duty leave, or maternity leave, may be required to provide certification from a  
20 licensed medical provider stating that the employee is able to perform all of their duties or that the  
21 employee was entitled to leave.

22  
23 **12.02 – SICK LEAVE:** All full-time employees shall be credited with four (4) days of sick leave on the  
24 last day of the first month of employment of each contract year and thereafter shall accrue one (1)  
25 day of sick credit for each month of employment. The employee must work one day more than half  
26 the scheduled work days in the month to earn one day of sick leave for the month. Sick leave shall be  
27 credited to the employee at the end of the month and may not be used prior to the time it is earned.  
28 No employee may earn more than one (1) day of sick leave times the number of months of  
29 employment during the school year. Sick leave shall be accumulated hourly from year to year without  
30 limit to the number of hours that may be accrued. Any leave charged against sick leave shall be paid  
31 leave. If termination occurs after the employee has used more sick days than he earned that contract  
32 year, and if they have no sick leave accumulated from prior years, the Board will withhold an amount  
33 of the employee's daily rate of pay for each sick day used that has not been earned. Terminal pay  
34 benefits for accrued sick leave are defined hereinafter.

35  
36 **(1) Claims:** An employee is eligible for sick leave for their own illness as well as illness or death of  
37 father, mother, brother, sister, husband, wife, child, member of their household or other close relative  
38 if approved by the Superintendent.

39  
40 **(2) Accrued Sick Leave:** The Board shall provide all employees with a cumulative record of accrued  
41 sick leave hours on each pay statement.

42  
43 **(3) Summer School:** Employees who are hired to work during the summer school session shall earn  
44 one day (actual number of hours worked per day in summer session) of sick leave for each three (3)  
45 week term. No more than two (2) days sick leave with pay may be used during summer school.

46  
47 **(4) Sick Leave Request:** Each employee shall notify their supervisor as soon as possible or when it is

1 necessary to use sick leave. A claim for sick leave shall be signed by the employee and filed with the  
2 principal or immediate supervisor by the end of the fifth working day following the employee's return  
3 to work.  
4

5 **(5) Conditions for Sick Leave:**

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

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

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

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

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

21 **(6) Transfer of Sick Leave:** Any employee shall be entitled to transfer sick leave credit from other  
22 Florida school districts. In order to use transferred sick leave credits, an employee must match each  
23 day transferred with a sick leave day earned in Lee County.  
24

25 **(7) Reinstating Accrued Sick Leave:** When an employee interrupts service through termination and  
26 subsequently returns to employment in the District without having used their District accrued sick  
27 leave credit in another Florida school district, such accrued sick leave credit shall become valid on the  
28 first day of reemployment.  
29

30 **(8) Terminal Sick Leave Pay:** When an employee receives terminal pay benefits based on unused  
31 sick leave, all unused sick leave credit shall be canceled.  
32

33 **(9) Sick Leave Buy-Out Study:** The parties agree to study the feasibility, scope and impact of a sick  
34 leave buy-out incentive plan over the period of this contract. Should the parties agree to an acceptable  
35 sick leave buy-out plan option prior to the end of the contract, a memorandum of understanding shall  
36 be written to document the agreement with implementation to take place prior to the end of the  
37 contract term.  
38

39 **12.03 - ILLNESS OR INJURY-IN-THE-LINE-OF-DUTY LEAVE:** Any full-time employee shall, except as  
40 otherwise provided in this Agreement, be entitled to illness or injury-in-line-of-duty leave with pay,  
41 less any Workers' Compensation payments, for a period not to exceed ten (10) work days in any fiscal  
42 year regardless of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness  
43 or injury when that illness or injury continues or recurs from one fiscal year to succeeding fiscal years,  
44 when they have to be absent from work because of a personal injury received in the discharge of their  
45 duties. Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as childhood  
46 diseases, such as, but not limited to, mumps, measles and chicken pox. This leave does not include  
47 normal adult illnesses such as colds and influenza. This leave is non-cumulative. In addition to the

1 conditions listed below, for both illness and injury-in-line-of-duty, the Board reserves the right to  
2 request a second medical opinion from a physician designated by the Board. Any additional expense  
3 incurred as a result of this requirement will be paid by the Board.

4  
5 **(1) Injury-In-Line-Of-Duty Eligibility:** In order to be considered for injury-in-line-of-duty leave, the  
6 following conditions must be met:

7 **(a) Written Testimony:** The employee must provide written testimony, in addition to their  
8 oral testimony, that their injury was received in the line of duty.

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

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

14  
15 **(2) Illness-In-Line-Of-Duty Eligibility:** In order to be considered for illness-in-line-of-duty leave, the  
16 following conditions must be met:

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

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

21  
22 **(3) Workers Compensation Claim**

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

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

32  
33 **12.04 – PERSONAL LEAVE:** All employees shall make a written application for personal leave. The  
34 employee shall not be entitled to pay while on personal leave except as provided herein. Personal  
35 leave is to allow employees to attend to personal business or matters which cannot be attended to  
36 outside of the employee's regular work day. Employees who abuse personal leave may be subject to  
37 disciplinary action.

38  
39 **(1) Invalid Use:** Personal leave, whether without pay or charged to sick leave, shall not be used by  
40 school-based personnel or transportation department employees at the following times, except with  
41 the specific written permission of the Superintendent:

42 **(a) Prior to Holiday or Vacation:** The day immediately prior to or following a holiday or  
43 employee vacation.

44 **(b) First or Last Week of School:** The five (5) work days immediately preceding and following  
45 the student's school year.

46 **(c) Summer School:** On any day while summer school is in session.

47 **(d) Standardized Testing:** During District designated, standardized testing periods impacting

1 major student populations. This applies to Transportation and school-based employees only.

2 **(e) Charter Schools:** Employees will not be afforded leave to work at Charter Schools.

3  
4 **(2) Personal Leave Charged to Sick Leave**

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

12 **(b) Conditions:** The use of personal leave charged to sick leave shall be subject to the  
13 following conditions:

14 **(1) Non-Cumulative:** It is not cumulative.

15 **(2) Disruption:** It need not be approved if the Superintendent determines that it will  
16 create a disruption of the instructional or work setting.

17 **(3) Increments:** Personal leave charged to sick leave may be granted in increments of  
18 30 minutes, provided that the request does not disrupt the operation of the worksite.

19 **(c) Procedure**

20 **(1) Reason for Request:** Employees are not required to provide the supervisor the  
21 reason for the request.

22 **(2) Disruption:** If personal leave charged to sick leave is disapproved, the employee  
23 may:

24 **(a) Disapproval:** Accept disapproval of the leave request.

25 **(b) Verbal Statement:** Provide their supervisor with a reason for the request  
26 so that the supervisor may try to accommodate the employee when the  
27 request, based on the reasons given, discloses a situation that cannot be  
28 controlled by the employee or postponed to another time. The reason will not  
29 be reflected on the leave request form and will be held in confidence.

30 **(3) Priority:** The principal or supervisor will give consideration to requests in the order  
31 in which they are received as determined by the filing date.

32  
33 **(3) Personal Leave Without Pay:** Personal leave without pay is available only when an employee has  
34 no appropriate paid leave available. It need not be approved if the Superintendent determines that it  
35 will create a disruption of the instructional or work setting.

36 **(a) Extended Personal Leave:** Personal leave without pay up to thirty (30) days may be  
37 granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days  
38 shall be subject to Board approval.

39 **(b) Adoption of a Child:** An employee who adopts a child may request personal leave without  
40 pay at any time during the first year after obtaining actual custody of a child, or as otherwise  
41 needed to fulfill the requirements for adoption. Adoption leave is subject to the maternity  
42 leave article. Only one adoption leave per household will be granted at one time.

43 **(c) Paternity Leave:** All employees are eligible for paternity leave subject to the applicable  
44 conditions outlined in the section on maternity leave. Only one leave per household for either  
45 maternity or paternity leave will be approved at one time. Paternity leave will only be granted  
46 for the period following the birth or adoption of the child.

47 **(d) Return from Board Approved Extended Personal Leave:** Employees on Board approved

1 leave without pay must provide written notice to the District of their intention to return from  
2 leave, extend leave or resign within 20 work days prior to the leave return date.

3  
4 **12.05 - MATERNITY LEAVE:** All full-time employees shall be eligible for maternity leave. The employee  
5 shall submit a written request for maternity leave to the Superintendent. The leave request shall  
6 include the date the leave is to commence as determined by the employee in consultation with her  
7 licensed provider. Except in the case of an emergency, a request for maternity leave shall be made at  
8 least thirty (30) calendar days prior to the date on which the leave is to begin. Maternity leave shall be  
9 without pay, except that the employee must file a claim to use accrued sick leave during that period  
10 of leave for which a medical disability exists. Approval of a claim for maternity leave shall be contingent  
11 upon certification of pregnancy by a licensed medical provider. In the event that the leave request  
12 does not specify a return date, the employee shall notify the Superintendent at least twenty (20)  
13 working days prior to her intended return date. Such notice shall be given no later than April 1 in order  
14 for the employee to be considered for return to duty that school year. The employee may return to  
15 duty on the date requested upon receipt by the Superintendent of certification from a licensed  
16 provider stating that they are physically capable of performing her job. In the event that leave is  
17 approved by the Board effective on or after the first day of the fourth quarter of a school year, a  
18 request for the next fiscal year shall not extend beyond the end of the first semester.

19  
20 **12.06 - MILITARY LEAVE:** Military leave shall be granted in accordance with applicable state and  
21 federal law. Such leave shall be without loss of seniority and shall be credited to the employee for  
22 experience credit on the salary schedule. Nothing herein shall be construed to expand any military  
23 leave privileges other than those provided by applicable state and federal law.

24  
25 **12.07 - JURY DUTY LEAVE:** Any employee, including those employed for summer school, who is  
26 subpoenaed for jury duty shall be granted temporary duty leave with pay. The employee shall not be  
27 reimbursed for meals, lodging and travel while on leave. Per diem paid by the court for such purposes  
28 may be retained by the employee.

29  
30 **12.08 - WITNESS LEAVE:** When an employee is subpoenaed, he shall be granted temporary duty leave.  
31 Temporary duty with pay shall not be granted for court attendance when an employee is a party to  
32 the litigation. The employee may retain any fees. In the event no fees are awarded by the court, and  
33 the employee is testifying for the Board, he will be eligible to be paid per diem and travel expenses as  
34 provided in Board policy. A request for reimbursement must be filed by the employee.

35  
36 **12.09 - TEMPORARY DUTY LEAVE:** An employee may be assigned temporary duty away from their  
37 regular job. Temporary duty may include participation in surveys, meetings, study courses, workshops  
38 and similar services. Such assignment may be initiated by the Superintendent or the employee with  
39 consideration given to the disruption of the work place that the temporary duty may cause.  
40 Temporary duty is not to be charged as personal or sick leave. The employee and the Superintendent  
41 must mutually agree on temporary duty.

42  
43 **12.10 - FAMILY AND MEDICAL LEAVE:** All articles shall be effective for School Board employees July  
44 1, 1994, and shall be interpreted so as to comply with the requirements, including definitions, of the  
45 Family and Medical Leave Act (FMLA) of 1993, and any applicable implementing regulations. No  
46 articles shall operate to limit or reduce leaves provided under other contract terms.

47

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

4  
5 **(2) Reasons for Leave:** Eligible employees shall be granted FMLA leave:

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

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

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

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

15 **(1) Military Exigency:** To use for any qualifying exigency arising out of the fact that a  
16 covered military member (member of National Guard and Reserves) is on active duty  
17 or called to active duty status in support of a contingency operation. A qualifying  
18 exigency is defined as follows: Short-notice deployment; Military events and related  
19 activities; Childcare and school activities; Financial and legal arrangements;  
20 Counseling; Rest and recuperation; Post-deployment activities; Additional activities  
21 not encompassed in the other categories, but agreed to by the Board or employee.  
22

23 **(3) Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work weeks  
24 of FMLA leave in a 12-month period, to be measured backward from the commencement date the  
25 employee uses FMLA leave. An eligible employee taking leave under Article 12.10(2)(d) shall be  
26 permitted to take up to 26 work weeks of leave in a 12-month period.  
27

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

39 **(5) Maintenance of Group Medical Insurance:** The Board shall maintain an employee's medical  
40 insurance coverage during FMLA leave to the same extent coverage was provided to the employee  
41 prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve  
42 (12) month period and for 26 weeks during the applicable twelve (12) month period if eligible for leave  
43 under Article 12.10(2)(d)(1). Medical insurance premiums which has been paid by the employee prior  
44 to FMLA leave for any dependent coverage must continue to be paid by the employee during the FMLA  
45 leave period. If such payments are not made by the employee, the dependent's insurance coverage  
46 will lapse and no benefits will be paid for claims incurred while the policy has lapsed. When the  
47 employee is reinstated, and payroll deduction of dependent's premiums resumes, the dependent's

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

2  
3 **(6) Notice:** Employees must request FMLA leave in writing, directed to Human Resources, at least  
4 thirty (30) calendar days in advance, or as early as is practicable. The time for the start of the leave  
5 may be delayed for up to thirty (30) days for failure to provide timely notice. An employee needing  
6 FMLA leave must follow the work site's usual and customary call-in procedures for reporting an  
7 absence, absent unusual circumstances.

8  
9 **(7) Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the same or an  
10 equivalent position. An equivalent position must be at the same pay, benefits, and working conditions,  
11 include the same privileges, prerequisites and status, and involve the same or substantially similar  
12 duties and responsibilities. The equivalent position must be located at the same or geographically  
13 proximate work site unless the employee's request for transfer has been accepted.

14  
15 **(8) Failure to Return:** At the start of any FMLA leave, the employee must state whether they intend  
16 to return at the end of the leave. If the employee does not intend to return, the employee will be  
17 deemed to have resigned voluntarily, and no FMLA benefits will be provided. If the employee states  
18 that they intend to return, and then fails to return, for reasons other than (1) the continuation of a  
19 serious health condition of the employee or a covered family member or (2) circumstances beyond  
20 the employee's control (certification required within 30 days of failure to return for either reason), the  
21 employee must promptly reimburse the Board for the cost of insurance provided by the Board during  
22 the leave. If the employee fails to do so, the Board may take action to recover the premiums paid.

23  
24 **(9) Use of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA leave  
25 is taken as a result of a serious health condition. Employees are required to use any paid accrued  
26 vacation before any FMLA leave is taken. Any such paid accrued leave taken will be counted toward  
27 the allowable twelve (12) weeks of FMLA leave.

28  
29 **(10) Medical Certification:** Employees requesting FMLA leave due to a serious health condition of  
30 the employee, or of the employee's spouse, child or parent, are required to submit a certification from  
31 a health care provider, verifying that the leave is medically necessary. If the Board deems a medical  
32 certification incomplete or insufficient, the Board must specify in writing what information is lacking,  
33 and give the employee 14 calendar days to cure the deficiency. The Board may require an employee  
34 to obtain a second medical certification, at the Board's expense. The second health care provider may  
35 not be employed on a regular basis by the District. If the opinions of the first and second health care  
36 provider differ, the Board may require a third medical certification, again at the Board's expense, from  
37 a health care provider selected by the employee from a mutually-agreed upon list maintained by the  
38 Director of Insurance and Benefits  
39 Management. The third opinion shall be final and binding. In all cases the Board may request a  
40 recertification of an on-going condition every six months in conjunction with an absence.

41  
42 **(11) Fitness-for-Duty Certification:** As a condition of restoration of an employee who has taken  
43 FMLA leave due to the employee's serious health condition, the employee is required to provide  
44 certification from the employee's health care provider that the employee is able to resume work, i.e.,  
45 is fit for duty and has the ability to perform the essential functions of the employee's job. If an  
46 employee is taking intermittent leave and reasonable job safety concerns exist, the Board may require  
47 a fitness for duty certification before the employee may return to work.

1  
2 **12.11 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a leave  
3 terminates on the first scheduled pay day that the employee does not receive a paycheck, except as  
4 otherwise provided by law or this agreement. To continue insurance coverage during the leave period,  
5 the employee is responsible for and must remit all premiums due thereafter when permitted.  
6 Employees whose ten (10) day Sick Leave Bank (SLB) waiting period aligns with a pay period, which  
7 results in the employee receiving no pay check for the pay period, shall have their Flex Credit  
8 contribution for that pay period covered by the Board.  
9

10 **12.12 – TERMINAL PAY BENEFITS**

11  
12 **(1) Eligibility:** A regular full-time employee, upon application, after ten (10) years of creditable service  
13 in a retirement plan established by the Florida Legislature, shall be entitled to terminal pay at the time  
14 of:

15 **(a) Retirement:** Normal retirement or early retirement.

16 **(b) Disability:** Disability retirement.

17 **(c) Termination:** Termination.

18 **(d) Death:** If termination is by death, the ten (10) years of creditable service in a retirement  
19 plan established by the Florida Legislature is not required and payment will be made to the  
20 employee's beneficiary.  
21

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

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

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

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

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

38 **(e) Thirteen or More District Years:** during and after the thirteenth (13th) year of service in  
39 the District, one hundred (100) percent of the hours of accumulated sick leave shall be  
40 multiplied times the hourly rate of pay  
41

42 **(3) Qualification:** Any employee entitled to terminal pay must be under contract for the period  
43 immediately preceding termination of employment and shall not be under suspension from duty  
44 except for reasons pertaining to health, or have any charges pending which could result in dismissal  
45 from employment. All employees must obtain written verification of terminal leave benefits prior to  
46 making a claim for same.  
47



1 **12.13 – SICK LEAVE BANK:** The District has several Sick Leave Banks (SLB). When a Sick  
2 Leave Bank member changes positions which would require a change to a new Sick Leave Bank, that  
3 person shall be treated as a new member and must give up one sick leave day for membership in the  
4 new bank. However, if the member has donated a day within the same fiscal year, that day may be  
5 transferred to the new bank. The purpose of the Sick Leave Bank (SLB) is to provide a pool of  
6 emergency sick leave days in cases of catastrophic illness. For the purposes of the Sick Leave Bank,  
7 catastrophic illness or injury is defined as those illnesses or injuries that require immediate medical  
8 attention and cannot be postponed (cannot be scheduled during a work break or during non-work  
9 hours). The Sick Leave Bank is not intended to provide benefits to an employee for such things as  
10 cosmetic surgery, elective surgery, or other similar claims. Sick Leave Bank time will only be donated  
11 for mental illness when an inpatient hospital stay is required. Contributors may draw days from the  
12 Sick Leave Bank after their own accumulated sick leave has been exhausted. Nothing in this section  
13 shall be interpreted to change any of the other articles herein pertaining to accrued leave.  
14

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

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

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

22 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October 15.

23 **(2) Application:** Enrollment forms shall be provided to employees at each work site. Sick leave days  
24 contributed to the Sick Leave Bank will not be returned except as hereafter provided.  
25

26 **(3) Contribution:** In the event the number of days in the Sick Leave Bank balance falls below thirty  
27 percent (30%) of the number of Sick Leave Bank members, each member of the Sick Leave  
28 Bank must contribute one (1) day from their accumulated sick leave to the Sick Leave Bank. In the  
29 event a Sick Leave Bank member cannot contribute an additional day due to leave exhaustion, he is  
30 not then using the Sick Leave Bank, the additional day shall automatically be their next accrued sick  
31 leave day.  
32

33 **(4) Duration:** If membership in the Sick Leave Bank and/or the number of days in the Sick Leave Bank  
34 fall below three hundred (300), the Sick Leave Bank shall be discontinued, and all remaining time in  
35 the Sick Leave Bank shall be distributed as provided herein.  
36

37 **(5) Administration:** The SLB will be administered by Human Resources. An Overview  
38 Committee consisting of two (2) employees appointed by the Superintendent and two (2) employees  
39 appointed by the Association shall review the administration of the SLB, investigate alleged abuses,  
40 and determine eligibility as herein provided. Committee members shall be provided a quarterly report  
41 showing the number of SLB members, balance of days, and number of applications for use. The Sick  
42 Leave Bank will only grant the number of days that are available in the bank. No sick leave bank days  
43 will be granted that would cause a negative balance of days to occur in the Sick Leave Bank. The status  
44 of the Sick Leave Bank will be reviewed by the SPALC Labor/Management Committee at the end of  
45 each fiscal year to determine if the maximum number of days, used by one person, can be increased  
46 to a maximum of fifty (50) days.  
47

1 **(6) Benefits:** The SLB shall be used only by a SLB member for their personal illness or disability and  
2 may not be used because of the illness, disability, or death of any other person.

3 **(a) Extended Leave:** In the event of a catastrophic illness of a participating employee which  
4 causes the employee to be absent from work for an extended period of time, the employee  
5 may receive paid leave as follows:

6 **(1) Use of Leave:** The employee must first use all accumulated sick and vacation leave  
7 and all other forms of paid leave available; The employee must then use unpaid leave  
8 for ten (10) consecutive work days;

9 **(2) Application:** The employee must make application to the SLB and submit medical  
10 justification for the number of required days;

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

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

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

25  
26 **(7) Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a finding of  
27 such abuse, the employee shall repay all of the sick leave credits drawn from the SLB and may be  
28 subject to disciplinary action.

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

32  
33 **(8) Discontinuance:** If it should be necessary to discontinue the SLB, unused sick leave in the SLB will  
34 be distributed as follows:

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

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

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

1 procedure.

2 **(d) Half the Number of Members:** If the number of unused sick leave days in the SLB is equal  
3 to one-half (1/2) of the number of members in the SLB, each member will receive one-half  
4 (1/2) of one of the unused days to be credited to their sick leave account.

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

8  
9 **(9) Hold Harmless:** The Association, its officers and agents, and the members of the unit shall hold  
10 the Board, its officers, employees and agents harmless from any and all claims which may be brought  
11 by any of its member(s), member(s) of the unit, or any authorized litigant with respect to the  
12 establishment or administration of the SLB.

13  
14 **12.14 - SHARED SICK LEAVE:** All employees covered by this contract may donate accrued, earned sick  
15 leave to their spouse (person to whom the donor employee is legally married at the time of donation),  
16 child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or  
17 sibling (brother or sister of the donor employee, but not step-sister or step-brother) who is also a  
18 regular part-time or full-time District employee (not a temporary employee or substitute).

19  
20 **(1) Transfer:** The transfer of sick leave is subject to the following limitations and conditions:

21 **(a) Administration:** The transfer of sick leave will be administered by the Payroll Department.  
22 Employees wishing to donate sick leave will request the transfer in writing to the Payroll  
23 Department. The letter of request must include the total hours requested for transfer, name,  
24 and social security number of the intended recipient, the work location of the intended  
25 recipient, the relationship of the intended recipient to the employee donating the sick leave,  
26 and the social security number and work location of the employee writing the letter of request  
27 for transfer of sick leave hours.

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

31 **(c) Donor Purpose:** The donated sick leave must be used for illness only and must be  
32 supported by medical verification from a physician upon request.

33 **(d) Recipient Eligibility:** The recipient must be employed in a position eligible to accrue leave  
34 time. The recipient may not use donated sick leave until all of their accumulated sick and  
35 vacation leave is depleted.

36 **(e) Notice of Ineligibility:** If the total hours identified on the letter of request from the donor  
37 are not eligible for transfer, or if the recipient identified in the letter is not eligible to receive  
38 the requested transfer of sick leave hours, the letter will be returned by the Payroll  
39 Department to the employee with an explanation included on, or attached to, the letter of  
40 request.

41 **(f) Ineligible Hours:** Unearned, advanced sick leave hours are not eligible for transfer.

42 **(g) Recipient Accrual:** The recipient will not accrue leave while using the sick leave donated  
43 by the spouse, child, parent, or sibling.

44 **(h) Record of Denial:** The Payroll Department will retain on file, a copy of the returned letters  
45 including the explanation preventing the requested transfer.

46 **(i) Maximum:** The maximum number of shared sick leave hours to be transferred at one time  
47 will be calculated as follows: 20 (days) times the number of recipient work hours per day.

1           **(j) Unused Donation:** Any unused donated sick leave shall revert to the donor employee upon  
2 the receiving employee's return to work.

3           **(k) Donor Retirement/Termination:** If a donor employee retires or terminates, any unused  
4 shared sick leave of the recipient will revert back to the donor employee as of the last date of  
5 employment.

6           **(l) Exemption:** Donated sick leave cannot be used by the recipient for the purpose of terminal  
7 pay.

8  
9           **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold the  
10 Board, its officers, employees and agents harmless from any and all claims which may be brought by  
11 any of its members of the unit or authorized litigant with the establishment or administration of the  
12 shared sick leave policy.

13  
14           **12.15 – REWRITE:** The SPALC Labor/Management Committee will ~~bring a recommendation to the~~  
15 ~~bargaining teams for consideration~~ execute a Memorandum of Understanding (MOU) in FY22 (2021-2022  
16 school year) that includes a clear and concise re-write of Article 12 (Leave) to be effective July 1, 2022 for  
17 FY23 (2022-2023 school year)-

## ARTICLE 13 –PARTICIPATORY DECISION MAKING

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

6  
7 **(1) Bargaining Related Committees:** Bargaining related committees are made up of both District  
8 and SPALC appointed members and each committee is assigned specific duties. Committees are  
9 assigned to review contract language to identify potential issues, in order to present  
10 recommendations to the bargaining teams or the SPALC Labor/Management Committee. Bargaining  
11 related committee meetings are regularly scheduled and records of meetings should be kept.

12  
13 **(2) Leave:** Employees participating as members of Bargaining Related Committees or School  
14 Advisory Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as  
15 described in Article 12.09 to attend meetings when held away from the employee's work site.

16  
17 **13.02 - SPALC LABOR/MANAGEMENT COMMITTEE:** The SPALC Labor/Management Committee is a  
18 standing committee that meets on a regularly scheduled basis. The SPALC Labor/Management  
19 Committee shall be made up of four (4) members, two (2) from management and (2) from labor.  
20 Subject Matter Experts may be invited to participate in SPALC Labor/Management Committee  
21 meetings. The SPALC Labor/Management Committee is responsible for day to day contract  
22 administration, including oversight of bargaining related committees and subcommittees, ensuring  
23 the successful implementation of negotiated contract language, and executing memorandums of  
24 understanding (MOUs).

25  
26 **(1) District and Site-Based Committees:** The creation or elimination of bargaining related  
27 committees may be done with the approval of the SPALC Labor/Management Committee or the  
28 bargaining teams. The SPALC Labor/Management Committee shall assist in scheduling bargaining  
29 related committee meetings and shall make every reasonable effort to avoid scheduling meetings  
30 during student contact time, while recognizing the need in some instances to meet during the  
31 regularly scheduled work day. The SPALC Labor/Management Committee is responsible for the  
32 appointment of members to all District-Based Committees, with each side having the final say in the  
33 appointment of members to represent their interests. The SPALC Labor/Management Committee  
34 shall review the parameters for site-based participatory decision making.

### 35 36 **13.03 – DISTRICT-BASED COMMITTEES:**

37  
38 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a regularly  
39 scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from  
40 management, including the chairperson, and eight (8) from labor, with equal representation for each  
41 association representing an affected bargaining unit. The Insurance Task Force shall review existing  
42 insurance programs and workers' compensation issues. The Insurance Task Force will explore  
43 alternatives, improvements, changes, and specifications to the existing insurance programs. In order  
44 to be implemented, any committee recommendations that alter articles of this agreement or any of  
45 the medical plan benefit description documents shall be incorporated by reference in the agreement

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

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

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

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

36 **(5) Transportation Labor/Management Committee:** The Transportation Labor/Management  
37 Committee is a standing committee that meets on a regularly scheduled basis. The Transportation  
38 Labor/Management Committee shall be made up of a mutually agreed upon number of members,  
39 with equal representation for the parties. Subject Matter Experts may be invited to participate in  
40 Transportation Labor/Management Committee meetings. The Transportation Labor/Management  
41 Committee is responsible for continued communication and problem solving of issues impacting  
42 Transportation employees. The Transportation Labor/Management Committee is responsible for  
43 reviewing the paycheck schedule for Transportation employees and providing the Payroll Department  
44 with a recommendation prior to the end of the previous school year. Any committee  
45 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management  
46 Committee by the chairperson.  
47

1 (6) District Student Discipline Committee: The District Student Discipline Committee is a standing  
2 committee that meets on a regularly scheduled basis. The District Student Committee shall be made up  
3 of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor,  
4 with equal representation for each association representing an affected bargaining unit. The District  
5 Student Discipline Committee shall review the Student Code of Conduct. Any committee  
6 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management  
7 Committee by the chairperson.

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

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

#### 22 23 **13.05 – WAIVER OF CONTRACT LANGUAGE**

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

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

38  
39 **13.06 – CONTINUED COLLABORATION:** Prior to the end of FY22 (2021-2022 school year), the SPALC  
40 Labor/Management Committee will survey immediate supervisors and SPALC Building  
41 Representatives to assess the operational status of school-based committees. The SPALC  
42 Labor/Management Committee will utilize available feedback to develop a "rules of engagement"  
43 training for FY23 (2022-2023 school year) and will present a recommendation to the bargaining teams  
44 regarding the creation of a "qualified representative" status for Article 4 (Grievance Procedures) and  
45 Article 9 (Disciplinary Procedures).

**ARTICLE 14 – ~~TRANSPORTATION~~ PROFESSIONAL DEVELOPMENT**

1 **14.01 – PLANNING:** The District and the Association agree that a highly skilled workforce is needed  
2 to ensure each student reaches their highest potential. Regular professional development is an  
3 important part of building and maintaining a successful workforce. Planning of professional  
4 development will focus on an assessment of employee and workforce needs, the availability of  
5 resources, and will be based on the following:

6  
7 **(1) Legal Compliance:** In accordance with Florida Statute 1012.98, the District must develop and  
8 submit a Master In-service Plan (MIP) annually to the Florida Department of Education (FL DOE).  
9 Professional development must be job related, aligned with the District’s requirements for workforce  
10 development and succession planning, and support the maintenance of required certifications and  
11 licensure.

12  
13 **(2) Student Need:** Professional Development will work with Academic Services to develop a plan that  
14 supports District requirements based upon trends in student data, trends in employee performance  
15 evaluations, and other feedback provided as part of the participatory decision-making process.

16  
17 **(3) Employee Need:** Professional Development will conduct an annual survey of employee interests  
18 related to professional development. Weekly advertisements of professional development  
19 opportunities will be sent to all District employees via District email.

20  
21 **14.02 - LEARNING:** Professional development will be designed based upon research into best  
22 practices and will rely upon evidence-based approaches to instruction, in accordance with the Florida  
23 Professional Development Standards and the District’s MIP. Multiple instructional formats and  
24 methods will be utilized to differentiate instruction based upon the unique needs of individual  
25 learners.

26  
27 **(1) Organizational Onboarding:** Professional development will be provided to all new employees in  
28 the form of a Welcome Aboard training and New Employee Orientation (NEO). Accomplished  
29 Professional Practices for the Lee County Education System (APPLES) training will be offered to all  
30 newly hired instructional staff, however instructional staff with verified work experience will have the  
31 opportunity to waive this requirement, with approval from their site-based administrator, upon the  
32 completion of required APPLES professional development courses.

33  
34 **(2) Mandatory Training and Safety Requirements:** All employees are required to complete annual  
35 training related to protection of the health, safety, and welfare of students and staff. Additional  
36 mandatory training may be required based upon a stated need by Professional Development or  
37 administrator recommendation.

38  
39 **(3) Instructional Support:** School and district-based administrators will collaborate to provide  
40 professional development that serves as a support for the instruction of students. Professional  
41 Learning Communities (PLCs) may be utilized to support instructional effectiveness.

42  
43 **(4) Promotion and Advancement:** Professional development will be utilized to support employees  
44 interested in promotion and advancement or in the realization of other professional or career related  
45 goals in a K-12 educational setting.



1  
2 **(5) Outside Professional Development:** The District recognizes the widespread availability of  
3 professional development opportunities offered by organizations outside of the District and will  
4 honor its commitment to support education professionals as life-long learners. Employees may  
5 submit a request for in-service credit for professional development completed within the current fiscal  
6 year. Professional Development will assess the recency and relevance of outside professional  
7 development to assure alignment with District standards before approving or denying requests.

8  
9 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery of job embedded  
10 training opportunities, including mentoring and other flexible training opportunities, and will be  
11 responsive to student and employee needs.

12  
13 **(1) School or site-based Support:** Professional Development will aid in the identification of a School  
14 or Site-based In-service Representative (SIR) and an APPLS administrator to guide and support the  
15 implementation of professional development. Mentors will be required to complete a clinical educator  
16 training program or equivalent course work to ensure that they are prepared to support other  
17 employees.

18  
19 **(2) Coursework:** Professional development identified as part of the District's MIP will include online  
20 and on-demand options to support remote work and distance learning. Courses that require in person  
21 attendance of participation may be required, but virtual training opportunities will be provided  
22 whenever possible.

23  
24 **(3) Scheduling:** Professional development will be scheduled based upon employee input and will seek  
25 to reduce the need for disruptions to the educational environment, including limiting the need for  
26 employee absence during instructional hours and the need for employees to attend to professional  
27 development outside of regularly scheduled work hours. Professional development may be scheduled  
28 for the summer break, Thanksgiving break, winter break, or spring break. Professional development  
29 may be scheduled for afternoons, evenings, or weekends. Professional development may be  
30 scheduled during the pre-school week and on designated early dismissal days as established by the  
31 District Calendar Committee. Professional development may be scheduled during PLCs, if requested  
32 by the employee members of the PLC.

33  
34 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-course assessments  
35 to measure the effectiveness of professional development. Employees may be required to complete  
36 a post-course evaluation survey in order to ensure adequate employee feedback. Cyber security  
37 measures, including but not limited to electronic sign-in and passkeys, may be utilized to ensure the  
38 integrity of professional development systems.

39  
40 **(1) Records:** In-service records will be maintained and will be available to employees and their  
41 immediate supervisors for review. Professional development will routinely audit courses and records  
42 to assess course content, the availability of professional development opportunities, and course  
43 completion data.

## ARTICLE 15 – DURATION AND ACCEPTANCE

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

3  
4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted in this Agreement,  
5 each had the unlimited right and opportunity to make demands and proposals with respect to any  
6 subject or matter not removed by law from the area of collective bargaining. The parties  
7 acknowledge that the understandings and agreements arrived at, after exercise of that right and  
8 opportunity, are set forth and solely embodied in this Agreement. The parties agree, therefore, that  
9 they shall not be obligated to negotiate or bargain collectively with respect to any subject or matter  
10 whether referred to herein or not except as otherwise specifically required in this Agreement,  
11 even though such objects or matters may not have been within the knowledge or contemplation of  
12 either or both of the parties at the time they negotiated or signed this Agreement.

13  
14 **15.03 – DURATION:** The duration of this agreement is three (3) years:-~~FY22 (2021-2022 school year),~~  
15 ~~FY23 (2022-2023 school year), and FY24 (2023-2024 school year).~~~~FY21 (2020-2021 school year) FY22~~  
16 ~~(2021-2022 school year), and FY23 (2022-2023 school year).~~

17  
18 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than ~~March 1,~~  
19 ~~2024~~June 30, 2022.

20  
21 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement  
22 no later than June 30, ~~2024~~2023.

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

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

33  
34 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of competent  
35 jurisdiction, or as a result of a change in state or federal law, the Parties shall meet as soon as  
36 practicable to modify the article to the extent necessary to bring it into legal compliance. The  
37 remaining articles shall remain in full force and effect for the duration of this Agreement.

38  
39 **15.06 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects thereof,  
40 shall expire on June 30, ~~2023~~2024, and in no event shall any other articles contravene the  
41 expiration of this Agreement.