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CHARLOTTE COUNTY  
SUPPORT PERSONNEL ASSOCIATION CONTRACT  
July 1, 2013 – June 30, 2016

**\*\*\*NOTE: All previous CAPITALIZED sections noting additions to previous contracts have been changed to normal case and section headings have been added for ease of navigation. Additionally, margins and spacing have been adjusted from previous versions. Substantive changes from the most recently-ratified agreement will appear in all caps (additions) and strikethrough (deletions).**

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# ARTICLE I. DEFINITIONS

## GENERAL

Association – The Charlotte County Support Personnel Association, FEA

Board – The School Board of Charlotte County, Florida

Contract – The entire document herein

Day – A workday of the employee unless otherwise stated

Discipline – Shall include, but not be limited to, conferences, verbal reprimand, written reprimand, suspension, or dismissal

Emergency/Emergencies – An unforeseen circumstance or combination of circumstances which calls for immediate action.

Employee – Any member of the recognized non-instructional bargaining unit

Flex Days – A day that the district is open for business but a 255-day employee:

By personal choice (does not qualify for overtime) or,

Assigned flex day by administrative directive (qualifies for overtime), does not work and is unpaid.

Immediate Supervisor – The administrator or department head or his/her designee directly responsible for the employee

~~Layover – Layover is defined as that time between routes when a driver/attendant is required by the district to remain on duty and available for work. Drivers and attendants on layover are expected to remain with the bus at a school location or at their assigned transportation facility. Breaks between routes greater than 45 minutes are not considered layover and therefore not eligible for compensation unless required by the district. Layover will be included in published runs unless otherwise indicated. Drivers who volunteer to drive a route that cannot otherwise be covered will receive compensation for actual layover of 45 minutes or less.~~

School Day – A day when students are scheduled to attend classes. The length of the school day is the period of time between when classes begin and end for students.

Senior and Seniority – Length of continuous employment by the Board in any bargaining unit position.

Approved leaves in excess of one-half school year, except sick leave, do no county toward seniority.

Seniority resumes accumulation on return from leave. ~~For purposes of bidding and job posting within the Transportation Department, seniority shall be considered as length of continuous employment accrued as a driver or attendant within the Transportation Department, 8/12 ok; However, in the event an employee identified as surplus is offered a position as a driver or attendant and meets the qualifications, he/she shall bring his/her district seniority into the bidding/job process.~~

Superintendent – The Superintendent of the Charlotte County School System

Team Leader – A bargaining unit member who, without performing supervisory or managerial duties, assists in the operations and activities within a department by leading a group of people.

Term of Contract – The duration of this contract

Unpaid Day – An unpaid day is a day when an employee is not scheduled to work or be paid as determined by the employee's work calendar.

Workday – A day when employees work or are scheduled to work. The length of the workday is the period of time between when employees report to work and leave work each day.

Year of Service – As defined in Florida Statute

## TRANSPORTATION DEFINITIONS

~~LAYOVER – LAYOVER IS DEFINED AS THAT TIME BETWEEN ROUTES WHEN A DRIVER/ATTENDANT IS REQUIRED BY THE DISTRICT TO REMAIN ON DUTY AND AVAILABLE FOR WORK. DRIVERS AND ATTENDANTS ON LAYOVER ARE EXPECTED TO REMAIN WITH THE BUS AT A SCHOOL LOCATION OR AT THEIR ASSIGNED TRANSPORTATION FACILITY. BREAKS BETWEEN ROUTES GREATER THAN 45 MINUTES~~

ARE NOT CONSIDERED LAYOVER AND THEREFORE NOT ELIGIBLE FOR COMPENSATION UNLESS REQUIRED BY THE DISTRICT. LAYOVER WILL BE INCLUDED IN PUBLISHED RUNS UNLESS OTHERWISE INDICATED. DRIVERS WHO VOLUNTEER TO DRIVE A ROUTE THAT CANNOT OTHERWISE BE COVERED WILL RECEIVE COMPENSATION FOR ACTUAL LAYOVER OF 45 MINUTES OR LESS.

TRANSPORTATION SENIORITY- FOR PURPOSES OF BIDDING AND JOB POSTING WITHIN THE TRANSPORTATION DEPARTMENT, SENIORITY SHALL BE CONSIDERED AS LENGTH OF CONTINUOUS EMPLOYMENT ACCRUED AS A DRIVER OR ATTENDANT WITHIN THE TRANSPORTATION DEPARTMENT, HOWEVER, IN THE EVENT AN EMPLOYEE IDENTIFIED AS SURPLUS IS OFFERED A POSITION AS A DRIVER OR ATTENDANT AND MEETS THE QUALIFICATIONS, HE/SHE SHALL BRING HIS/HER DISTRICT SENIORITY INTO THE BIDDING/JOB PROCESS.

Route – A school bus route is a transportation schedule that encompasses a school bus pickup/drop-off of students in a given geographical area. A route has a series of pre-assigned stops where students enter and exit the bus, and the stop locations are determined by, a) safety issues, b) state and local Board policy, c) shifts of student population within the school attendance area, and d) input from parents, administrators, and drivers.

ESE/Special Needs Route – A route that transports ESE/Special Needs students, as defined by the five special transportation criteria found within the Special Student Transportation Form, to various ESE centers or schools located throughout the county, no matter where the student lives. Drivers are required to have specialized training in transporting ESE students. Even though students with different exceptionalities may attend programs at the same school, they may or may not be able to be transported on the same bus. The movement of students into, out of, and between programs is significant.

Bus Run – A regular education run is a combination of elementary, middle, high school, centers, and/or shuttle routes combined to minimize the number of buses and still meet the scheduling requirements of the school(s) it serves.

ESE Bus Run – A group of students assigned to one or more ESE routes. Shuttles may also be a component of these bus runs.

Change – When a regular education run is altered by adding, deleting, or changing the elementary, middle, high school, centers and/or routes or shuttle(s) assigned to it; or there is a half hour or more difference in the daily route hours from the previous school year; when an ESE run is altered by a major regrouping of student exceptionalities transported together on a school bus, or a shuttle(s) is assigned, deleted or changed. 8/12 Review this language when bidding has been revised.

Run Seniority – For purposes of bidding and job posting, seniority shall be considered as length of continuous employment accrued as a driver or attendant within the Transportation Department. However, in the event an employee identified as surplus is offered a position as a driver or attendant and meets the qualifications, he/she shall bring his/her district seniority into the bidding/job posting process. Note: No driver or attendant may bid on any combination of work that exceeds eight (8) hours per day.

Extra Passenger Trips – Any trip (other than a bus run) that involves movement of passengers to or from one or more specific locations.

Extra Non-Passenger Trips – Any other bus movement that exceeds the capabilities of the staff assigned to those duties.

## ARTICLE II. RECOGNITION

**EXCLUSIVE REPRESENTATIVE:** Board recognizes the Association as the exclusive collective bargaining representative for those employees included in the designated bargaining unit.

**DESCRIPTION OF THE BARGAINING UNIT:** The designated bargaining unit is described as all full-time and regular part-time non-instructional employees of the School Board of Charlotte County, Florida, listed in paragraph 1 below. Specifically excluded positions include all certified instructional personnel, managerial employees, confidential employees. All positions listed in paragraph 1, filled or unfilled shall remain bargaining unit positions for the term of this contract unless otherwise determined by the Public Employees relations Commission.

**Included –** All full-time and regular part-time non-instructional school support employees of the School Board of Charlotte County, Florida, not specifically excluded, as listed in the Charlotte County Schools Salary Schedule and Payroll Calendar Book

**Excluded –** All certified instructional personnel, managerial employees, confidential employees, supervisory employees, professional employees, temporary, casual and seasonal employees, as listed in the Charlotte County Public Schools Salary Schedule and Payroll Calendar Book

**CHANGES:** Bargaining unit inclusions and exclusions are subject to ultimate determination as provided by law.

## ARTICLE III. BOARD RIGHTS

The Board retains the right to organize, control, and administer its operation in keeping with its policies and directives so as to efficiently and economically operate the Charlotte County Schools as deemed necessary by the Board. These rights shall also include the right to manage, direct the operations, assign, reassign, transfer, demote, promote, hire and terminate, as it deems necessary, as long as there is no conflict with this contract.

# ARTICLE IV. ASSOCIATION RIGHTS

**REPORTS TO EMPLOYEES:** An Association representative shall, upon request, be given an opportunity at the conclusion of a general meeting of employees within a classification to present brief reports and announcements to those employees who wish to stay for such reports and announcements.

**COMMUNICATIONS:** The Association shall have exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least two of which shall be provided at each work site. The Association shall have the exclusive right to use employee's mailboxes, **INCLUDING EMAIL**, for communications to employees. **THE ASSOCIATION WILL ALSO HAVE ACCESS TO AN ELECTRONIC FORUM ACCESSIBLE BY ASSOCIATION MEMBERS.** ~~The Association shall have exclusive right to post/manage notices of activities and matters of Association concern on a designated electronic folder. The electronic folder shall be visible on each individual employee's "first class" account. The Board reserves the right to discontinue the electronic folder for just cause. District administrative staff may monitor items posted on either a bulletin board or the electron folder for content. The following procedures shall be followed should the Administration have concerns about the content of an item: The Administration shall immediately notify the Association and cite for reasons and rationale for such concerns.~~

~~Following review of the posted item and discussion of the concerns, the Association shall determine whether or not to remove the item for just cause.~~

The District recognizes that the Association's right to communicate with its members is not to be abridged and/or interfered with in any way except as outlined above.

**PUBLIC RECORDS:** ~~The Association shall have the right, upon request, to review all public records which are not of a privileged or confidential nature. Upon request, public records may be copied. Said copies will be provided by the Board to the Association at a cost in keeping with the appropriate state statute.~~

**THE BOARD SHALL MAKE AVAILABLE FOR REVIEW ALL PUBLIC DOCUMENTS WHICH ARE NOT OF A PRIVILEGED OR CONFIDENTIAL NATURE. SAID AVAILABILITY SHALL ALSO INCLUDE BOARD AGENDAS AT THE SAME TIME AGENDAS ARE PUBLICLY DISTRIBUTED. THE PRINCIPAL OF EACH SCHOOL, OR HIS OR HER DESIGNEE, SHALL MAKE AVAILABLE THE BOARD AGENDA WHEN RECEIVED.**

**ASSOCIATION BUSINESS:** The president or a duly authorized designee of the Association shall be permitted to transact routine official Association business on school property before the start of the workday, during the lunch break, or after the close of the workday. Such routine business shall not include business related to job actions of any type.

**ELECTED OFFICERS AND REPRESENTATIVES:** Elected officers and representatives of the Association are exempt from involuntary transfer, with the following exceptions: If an entire program is eliminated or if circumstances would cause the Board to consider an involuntary transfer, a written identification of the reasons with the means stated to correct the concerns shall be provided. Upon request, a conference shall be granted. Once concerns are so identified, a period of one year will be specified to correct them. It is the responsibility of Administration to give notice, in writing during the year, if further concerns arise. An involuntary transfer will be made only after these procedures have been unsuccessful in correcting the identified concerns.

**RIGHT OF ENFORCEMENT:** The Association shall have the right to enforce this agreement, hold Association meetings, **DISTRIBUTE** Association literature, and have access to school grounds and buildings for Association purposes.

## ASSOCIATION LEAVE

Leaves of absence with pay, not to exceed a cumulative **total 45 (FORTY-FIVE) thirty (30)** days per school year, shall be given the Association on application for Association purposes. Application must be made at least five (5) workdays in advance of the anticipated absence. Such leave shall be used only on

advanced authorization and notice by the Association president or his/her designee. Such leave may not create major disruption of ongoing district operations. The cost of substitutes to replace employees on Association leave shall be paid entirely by the Association. The time limit may be waived with the consent of the Superintendent or designee. No one Association member will exceed fifteen (15) association leave days during the school year **WITH THE EXCEPTION OF THE ASSOCIATION PRESIDENT WHO MAY USE UP TO 30 (THIRTY) ASSOCIATION LEAVE DAYS/EQUIVALENT PER SCHOOL YEAR.**

Members of the Association serving on district committees and/or task forces, attending district meetings, bargaining or insurance meetings, school board meetings or workshops, or when active as a representative of the Association shall be considered on duty leave.

# ARTICLE V. EMPLOYEE RIGHTS AND OBLIGATIONS

**MEMBERSHIP:** Membership of any employee in any employee organization shall be entirely voluntary, and there shall be no discrimination by either the Board or the Association against any employee because of membership or non-membership.

**PRIVACY:** the private and personal life of any employee is not the appropriate concern of the Board except to the extent it may interfere with the job performance of the employee or occur during the employee's working hours.

**UNIFORMS AND INSIGNIA:** Uniformed employees shall not bring discredit to the Charlotte County Schools by wearing the insignia or other markings that would identify the wearer as a Charlotte County Schools employee in off-duty times. Employees shall continue to receive uniforms(s) at no cost to the employee unless otherwise negotiated by the parties.

Employees who transfer prior to April 15 will get new uniforms **FOR THE POSITION. EMPLOYEES WHO TRANSFER after the 15<sup>th</sup> ON APRIL 15 OR AFTER,** will wear current uniforms until new uniforms are ordered for the position. Upon separation for any reason from the Charlotte County Public Schools, the employee shall turn in all uniforms in **HIS OR HER their possession (including ID badge). UNIFORMS ARE PROVIDED FOR THE EXCLUSIVE USE OF THE EMPLOYEE TO WHOM THE UNIFORM IS ISSUED. AN EMPLOYEE MAY ONLY ORDER UNIFORM ITEMS IN HIS OR HER SIZE.**

The uniform allowance shall be as follows:

<u>Item</u>	<u>Transportation</u>	<u>Maintenance, Grounds, &amp; Warehouse</u>	<u>Print Shop &amp; Special Projects</u>	<u>Custodial</u>
Polo Shirt/ Work Shirt	Mix & Match (5)	Mix & Match (5)	Mix & Match (5)	Mix & Match (5)
Sweatshirt/ Windbreaker/ Zippered Jacket	Choice (1)	Choice (1)	Choice (1)	Choice (1)
Pants/ Shorts	Mix & Match (5)	Mix & Match (5)	Mix & Match (5)	Mix & Match (5)
Hat	1 if desired	1 if desired	1 if desired	1 if desired
Shoe Value	\$55 voucher	Up to \$125	Up to \$125	Up to \$125

**Transportation**— A combination up to \$170 plus a jacket if so desired.

**Maintenance, Site and Grounds and Warehouse**— Order up to five (5) items (polo shirt, work shirt, pants, shorts, sweatshirt, and windbreaker) and order up to five (5) pants/shorts in any combination, and a hat. Upon request, a lined zippered jacket may be substituted for the windbreaker. Shoes can be ordered through a district distributor or voucher up to \$125.

**Print Shop and Special Projects**— Order up to five (5) items (polo shirt, work shirt, pants, shorts, sweatshirt, and windbreaker) and order up to five (5) pants/shorts in any combination, and a hat. Upon request, a lined zippered jacket may also be ordered.

**Custodial**— Order up to five (5) items (polo shirt, work shirt, pants, shorts, sweatshirt, and windbreaker), five (5) pants/shorts, and cap. Can substitute safety shoes for a price of \$55.00, from shirts and pants. Upon request, a lined zippered jacket can be ordered. Several pairs of rubber protective boots shall be provided at each school.

Employees who transfer prior to April 15 will get new uniforms; after the 15<sup>th</sup>, will wear current uniforms until new uniforms are ordered for the position. Upon separation for any reason from the Charlotte County Public Schools, the employee shall turn in all uniforms in their possession (including ID badge).

## UNIFORM COMMITTEE

A COMMITTEE COMPRISED OF TWO MEMBERS OF EACH DEPARTMENT IDENTIFIED ABOVE SHALL MEET UNDER THE DIRECTION OF THE ASSOCIATION. THE ASSOCIATION PRESIDENT OR DESIGNEE WILL MEET WITH HUMAN RESOURCES AND PURCHASING TO IDENTIFY A FINAL RECOMMENDATION FROM THE COMMITTEE FOR EACH DEPARTMENT'S UNIFORM SELECTION. THE DISTRICT WILL ATTEMPT TO MEET THE RECOMMENDATION AS CLOSELY AS POSSIBLE. THE DISTRICT WILL NOTIFY THE ASSOCIATION PRESIDENT OF ANY DEVIATIONS FROM COMMITTEE RECOMMENDATIONS.

REST ROOMS AND LUNCHROOMS: Employees shall use faculty rest rooms and district lunchrooms. Bus operators may use public facilities when District facilities are not readily available.

RIGHT OF REPRESENTATION: Association members shall have the right to Association representation in any meeting that involves issues that could lead to disciplinary action and/or to provide notice of discipline. However, if the Superintendent determines that the reason for the discipline/dismissal is a serious infraction, then the Superintendent may suspend with pay such employee until the representative can be present. However, such suspension shall not be more than five (5) days, at the conclusion of which disciplinary action and/or dismissal shall take place with or without said representative who shall have been considered to have had ample opportunity to be present. By mutual agreement, the five (5) days may be extended.

PHYSICAL EXAMINATION: The Board may for cause require employees to submit to a: physical, psychological, and/or psychiatric examination by a physician licensed to practice medicine in Florida. The Board will schedule the examination, select the physician, and pay the cost of the examination. Employees shall be compensated at their regular rate of pay for one and one Half hours (1.5) for random drug testing and two (2) hours for all other exams required by the district and paid mileage at the Board approved rate. The district shall maintain one common pool of employees for the purpose of random drug testing per the Omnibus Transportation Employee Test Act (OTETA) of 1991.

## COMMITTEES

A transportation committee shall be established to study issues specific to the transportation department. These shall include, but not be limited to, field trips and posting/bidding of runs. This committee shall consist of nine (9) members, six (6) of whom shall be appointed by the CCSPA president and three by the Superintendent. The committee shall meet on a monthly basis as needed and will make non-binding recommendations and reports to the Superintendent or his designee when appropriate.

A labor/management committee shall be established to address, in an advisory capacity, issues that pertain to the support personnel bargaining unit. This committee shall consist of six (6) members, three (3) of whom shall be appointed by the CCSPA president and three (3) by the Superintendent. Attendance at committee meetings shall be considered on duty paid time.

BUS RULES : It shall be the responsibility of the administration to THE RESPONSIBILITY OF THE DISTRICT IS TO COMPOSE AND PROVIDE distribute bus rules for students annually in a reasonably consistent manner.

BOARD REIMBURSEMENT: The Board agrees to spend up to \$300 per occurrence to reimburse any employee whose personal property is destroyed or damaged during the performance of his/her duties.

Medically necessary equipment (e.g. eyeglasses) will be reimbursed at replacement costs. All claims in excess of \$300 must be accompanied with verification of replacement costs. The total annual limit shall not exceed \$5,000.

FINGERPRINTING – Florida Statutes require that all employees shall be subject to a level 2 criminal background check every five (5) years. The school district shall pay the costs of re-fingerprinting employees, storing employees' fingerprints in the FDIA database, and for conducting a level 2 background check every five (5) years for each person who is required to meet level 2 requirements to be certified. New employees will bear any costs associated with fingerprinting.

# ARTICLE VI. DISTRICT CHARLOTTE COUNTY SUPPORT PERSONNEL ASSOCIATION PARTNERSHIP AND PERFORMANCE COUNCIL/COMMITTEES

## District Charlotte County Support Personnel Partnership and Performance Council

The Support Personnel Association Partnership and Performance Council (Support District PPC) is the chief policy making body for our collaborative initiative. It will be a forum for communication and cooperation in support of our mission to deliver high quality education; to maintain a high quality work environment for employees of CCPS; and to generate gains in efficiency, effectiveness, and accountability through policies, programs and services that are economically feasible and justifiable. The Support District PPC will define goals, set priorities, and designate appropriate timelines, responsibilities, and resources to achieve a prompt response. The Support District PPC will also develop a more long-term agenda and work plan, while continuing to be responsive to emerging issues. The Support District PPC will use the FMCS Interest-Based Process outlined in FMCS training modules as the method by which decisions are made. The Charlotte County Schools FMCS/IBPS Procedure and Guidelines Manual is part and parcel of the contract. **THE PARTIES AGREE TO MEET TO REVISE THE PPC PROCEDURE AND GUIDELINES MANUAL NO LATER THAN 90 (NINETY) DAYS AFTER THE RATIFICATION OF THIS CONTRACT.**

Members of the support District PPC will consist of five representatives of management, including the Superintendent, along with representatives of Labor including the CCSPA President, the Service Unit Executive Director (**NON-VOTING**) and 6 (six) other members. The Superintendent or designee, and the President of the CCSPA shall serve as co-chairs of this Committee.

No alternates will replace absent members. It is the responsibility of all members to attend.

Additional resource people may be invited to attend meetings for informational purposes, but will not participate in decision-making by the Committee.

Management shall provide a Recording Secretary who shall be responsible for publishing and distributing the agenda prior to the meeting, and publishing, and distributing the minutes following the meeting.

## Meetings of the Support District PPC

The Support District PPC shall meet monthly, provided there are items for the agenda. Special meetings may be scheduled as needed. All Support District PPC and sub-committee meetings will be considered District business as defined by contract. All meeting participants, including sub-committee members, will have received FMCS, IBPS training as a condition of participation.

Costs associated with meetings will be shared, covered by contract or grant.

## Site Support Personnel Partnership and Performance Committees (PPSC)

A School-Based or Worksite Partnership and Performance Committee shall be created in each location.

**THE SITE-BASED SPPC SHALL BE A FORUM FOR COMMUNICATION AND COOPERATION IN SUPPORT OF**

**OUR MISSION TO DELIVER HIGH-QUALITY EDUCATION; TO MAINTAIN A HIGH-QUALITY WORK ENVIRONMENT FOR EMPLOYEES OF CCPS; AND TO GENERATE GAINS IN EFFICIENCY, EFFECTIVENESS, AND ACCOUNTABILITY, THROUGH POLICIES, PROGRAMS, AND SERVICES THAT ARE ECONOMICALLY FEASIBLE AND JUSTIFIABLE.**

The PPC will develop an approved Partnership Agreement, and shall define goals, set priorities, and designate appropriate timelines, responsibilities and resources to achieve a prompt response. The PPC will also develop a more long-term agenda and workplan, while continuing to be responsive to emerging issues. Copies of the Agreement shall be submitted to the President of CCSPA and the Director of HR. Guidelines for developing an Agreement can be found in the Manual.

School-Based or Worksite PPCs will use the FMCS Interest-Based process outlined in FMCS training modules as the method by which decisions are made.

Membership on the School-Based or Worksite Partnership Committees (PPCs)

Support members of the PC shall be appointed by the CCSPA President. THE **SUPPORT** Co-chairS shall be selected by the CCSPA President after **CONSULTATION** with building or work site administration. The administrative co-chair shall be selected by the principal/site administrator, after consultation with the CCSPA President.

The make-up of school-based PPC's will include: administrative co-chair Support co-chair, and 6 to 8 members of the bargaining unit representing the worksite disciplines, if possible, as selected by the CCSPA President

Each committee shall have at least one administrative member

Vacancies shall be filled consistent with the original selection process.

Meetings of the school-based and worksite Partnership Committee

The Committee shall meet monthly, provided there are items for the agenda. Special meetings may be scheduled as needed.

All meeting participants will have received FMCS, IBPS training as a condition of participation.

Costs associated with meetings will be **BORNE BY THE DISTRICT** ~~shared, covered by contract or grant.~~

Meetings shall take place during the regular workday. SPPC meetings shall be considered duty leave.

Joint meetings of the teacher and support staff Partnership committees may be scheduled to work on topics that impact the entire school/worksite staff. Joint meetings may be requested by either PPC or the principal

The Support PPC for the Murdock Center site shall include bargaining unit members and administrators from the divisions of Learning, Student Support Services, Human Resources, and Finance and who are not physically housed at a school. The Superintendent shall appoint the administrative co-chair and the CCSPA President shall appoint the support co-chair. These appointments shall occur after consultation between the Superintendent and CCSPA President. The parties shall revisit the composition of the Murdock Center SPPC on a regular basis.

**THE TRANSPORTATION PPC SHALL BE A SINGULAR COMMITTEE, COVERING ALL THREE TRANSPORTATION COMPOUNDS.**

# ARTICLE VII. DISCIPLINE

EMPLOYEE: Should it become necessary to discipline an employee, it is the district's intent to do so consistent with the concept of progressive discipline and just cause. This process includes as many as six (6) steps. Employees covered by this agreement may be disciplined in the following ways:

Informal contact

Verbal warning (site record); any record of a single issue corrected after the verbal warning shall be taken out of the site record after 1 year from the date of the creation of the record, provided there were no further infractions of a similar nature

Letter of Instruction (district record; not part of the personnel file)

Written reprimand (personnel file)

Suspension – with or without pay

Demotion, involuntary transfer, or termination

The concept of progressive discipline does not prevent the omission of one or more of the steps if immediate and/or stronger action is necessary.

PRIVACY: All disciplinary actions shall be done in private.

COMPLAINT AGAINST EMPLOYEE: When an allegation of wrongdoing or a complaint against an employee is investigated, the employee shall be notified of the nature of the complaint, the name of the person making the allegation, and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond to the allegations or complaint during the investigation.

In a meeting for the record from which the employee believes that discipline may follow, the employee may request representation. When a request for representation has been made, no such meeting shall take place until a representative shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation **UNLESS THE EMPLOYEE IS UNABLE TO PRODUCE SUCH REPRESENTATION WITHIN 5 (FIVE) SCHOOL CALENDAR DAYS AFTER NOTICE OF THE MEETING, AFTER WHICH TIME THE MEETING CAN PROCEED WITHOUT REPRESENTATION.**

Upon conclusion of the investigation, the employee and his/her representative shall be given a copy of the written investigatory report. The employee shall be entitled to a pre-disciplinary hearing with the Assistant Superintendent for Human Resources and Employee Relationships **OR DESIGNEE** to offer rebuttal testimony and documentation.

Following the pre-disciplinary hearing, the Assistant Superintendent **OR DESIGNEE** may require further investigation, evidence or any material he/she deems necessary to conclude the investigation. The employee shall have the right to submit any additional information or statements following the pre-disciplinary hearing.

At the close of the investigation, the Assistant Superintendent **OR DESIGNEE** shall make a recommendation to the Superintendent for cause or no cause. No disciplinary action, including loss of pay or benefits shall be levied against an employee until such time the Superintendent renders his/her decision.

INVESTIGATIONS: Investigations conducted by the district shall normally be concluded within forty (40) workdays. The district shall notify CCSPA of any investigation extended beyond the forty (40) days. The reasons for the extension will be stated in writing.

LETTER OF INSTRUCTION/REPRIMAND – HAND DELIVER: copy of a letter of instruction or written reprimand will be hand delivered to the employee by the management representative responsible for the letter of instruction or reprimand. The employee's signature indicates receipt only, not agreement.

LETTER OF INSTRUCTION/REPRIMAND – ABSENT – MAIL: If any employee who is to receive a letter of instruction or written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested.

UNVERIFIABLE/ANONYMOUS INFORMATION: No verbal warning, letter of instruction, reprimand, suspension (with or without pay), demotion, involuntary transfer, or termination shall be issued based on unverifiable and/or anonymous information or complaints.

ADMINISTRATIVE LEAVE WITH PAY: Administrative Leave with Pay is not considered disciplinary action.

PROBATIONARY PERIOD/CONTINUED EMPLOYMENT STATUS: Employees shall serve a probationary period of one (1) year from their date of hire. The employee's continued employment status shall begin on the first working day following the successful completion of the probationary period, unless the Superintendent terminates the employee for reasons stated in this agreement SEE PROBATIONARY EVALUATION.

EMPLOYMENT BEYOND RETIREMENT: An individual who is receiving retirement benefits may be eligible for employment or re-employment by the Charlotte County School district (CCPS) under the following conditions:

Retired employees hired/rehired by CCPS shall have no initial seniority or bumping rights. Those hired/rehired shall have his/her seniority date reset to the most recent date of hire.

All positions will be posted in accordance with normal posting procedures and in compliance with the collective bargaining agreement. Prior to making a conditional offer of employment to a retiree applicant, the administrator shall confer with the Superintendent or designee to review the position requirements, applicants considered, and rationale for considering the retiree. The Superintendent/designee shall approve or deny the request to offer the position to a retiree.

Any retiree rehired shall be rehired for a period of one year. Subject to applicable bargaining agreement provisions and with the recommendation of the Superintendent, positions filled by retirees shall be annually reviewed to determine whether the retiree will be recommended for annual contract renewal. Benefits as provided in the collective bargaining agreement for newly hired employees will apply. Retirees shall accrue sick leave, personal leave, and vacation leave in the same manner as other comparable employees.

CCPS is not responsible for any penalties incurred by rehired retirees for exceeding retirement earnings limitations (FRS and Social Security).

#### EVALUATION

PURPOSE: The primary purpose of evaluation of employees is job retention, feedback, and improvement in the performance of duties. It is the right and responsibility of the Board to establish the criteria and method of evaluation to be used in evaluating employees. It shall be the responsibility of administration to do all written evaluations of employee and make recommendations for the future employment of all bargaining unit members. Actual evaluation documents shall be completed by the appropriate administrators, and the subsequent results shall be handled in a confidential and professional manner.

#### Process

Probationary employees:

Documents: newly hired probationary employees shall receive information that pertains to compliance, evaluation, work day calendars, probationary period, and job duties (job description).

For the months of July-August 2015, this information shall be conveyed, primarily, on paper, sent in an envelope to the newly hired probationary employee's supervisor for delivery to the employee. The probationary employee shall designate his/her receipt of this envelope (and contained material) by

signing and dating an acknowledgement of such receipt. This process will attempt to “catch up” with new personnel who have already begun their jobs with the district.

Beginning October 1, 2015 and after, the new prospective employee will be directed to a new prospective-employee (HR document) site via the district’s web page, to be established through the human resources department in association with the ITT department. The director of human resources will cause this site to be loaded and ensure that it be kept current.

Upon visiting this site, the new prospective employee will confirm his/her familiarity with its content by signing, electronically, an acknowledgement of the location and content of the documents loaded on the site. The new prospective employee must complete this review (and proof of same), prior to hire.

Probationary evaluation

Probationary employee defined: for purposes of the probationary evaluation provisions, a probationary employee shall be defined as a new employee the employer has determined worthy of hire, but whose effective performance, under supervision and within the context of specific job description duties, is yet to be established.

Initial probationary period (60 [SIXTY] WORK DAYS)

The initial period of a new employee’s probation shall be 60 (SIXTY) work days from the first day of work. During this period, the employer may end the probationary employee’s employment without cause. DURING THIS FIRST 60-DAY WORK-DAY-PERIOD, THE INITIAL PROBATIONARY PERIOD, THE EMPLOYEE UNDERGOES FORMAL (REQUIRED) WRITTEN EVALUATION. THE RESULT OF THIS EVALUATION DOES NOT PRECLUDE THE EMPLOYER’S RIGHT TO TERMINATE EMPLOYMENT, UP TO AND INCLUDING, WORK DAY NUMBER 180 (ONE HUNDRED EIGHTY) PROVIDED THE EVALUATIONS WERE COMPLETED. THE FIRST EVALUATION IS TO BE COMPLETED NO LATER THAN THE 60<sup>TH</sup> (SIXTIETH) DAY OF EMPLOYMENT. The employer may undertake an evaluation of the probationary employee, but this evaluation is not required. THE PROBATIONARY EMPLOYEE MUST DEMONSTRATE IMPROVEMENT IN ANY AREA OF EVALUATOR-IDENTIFIED DEFICIENCY(IES) IN THE SECOND 60 (SIXTY) DAY PERIOD, THE

DEVELOPING PROBATIONARY PERIOD.

“Developing” probationary employee: (60 [SIXTY] WORK DAYS)

A “developing” probationary employee has completed the initial probationary period of 60 (SIXTY) work days, and is working toward demonstration of competence under supervision for a second 60-work-day period. During this second 60-work-day-period, the “developing” probationary employee undergoes A SECOND formal (required) written evaluation. The result of this evaluation does not preclude the employer’s right to terminate employment up to and including work day number 120 180, provided the evaluation was completed, AREAS OF REQUIRED IMPROVEMENT ARE CLEARLY IDENTIFIED AND COMMUNICATED, and the employee had sufficient time and assistance to demonstrate competency. The “developing” evaluation is to be completed no later than the 75-120<sup>TH</sup>- day of employment. THE DEVELOPING PROBATIONARY EMPLOYEE MUST DEMONSTRATE IMPROVEMENT IN ANY AREA OF EVALUATOR-IDENTIFIED DEFICIENCY(IES) IN THE THIRD 60 (SIXTY) DAY PERIOD, THE PROVISIONAL PROBATIONARY PERIOD.

“Provisional” probationary employee PERIOD

The “provisional” probationary employee successfully completes the majority of duties included in his/her job description as evidenced on the “developing” probationary employee evaluation, completed by his/her supervisor, during the final 60 work days of the probationary employee’s first year, the provisional employee may undergo a second THIRD evaluation. If the evaluation has areas of concern in the employee’s performance, the supervisor will provide specific recommendations (in writing and

signed/dated by the supervisor and the employee), for the provisional probationary employee to work toward satisfactory performance in the area(s) for improvement, and provide sufficient time to correct the deficiencies, the provisional evaluation is to be completed no later than the 140<sup>th</sup> 180<sup>th</sup> day of employment.

Probationary to permanent status: after the satisfactory completion of the 180-day probationary period, the employee shall be considered a permanent employee in accordance with provisions of this contract. A developing employee who does not receive a provisional evaluation shall be considered a permanent employee at the conclusion of the 180-day probationary period.

Second year probationary period: the CCSPA and the district agree that employees, who have areas for improvement but show improvement, may be recommended for a second (and final) year of probation, be terminated, or resign. If the employee leaves provisional employee status and returns to probationary status, the employee shall migrate through probationary, developing, and or provisional categories again. There shall be no third year probationary period.

Appeals: in the event the district seeks termination of a probationary employee, the employee may be suspended with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination through the grievance procedure.

PERMANENT EMPLOYEES: All permanent employees shall receive at least one (1) formal, written evaluation prior to April 1st. Additional formal and informal evaluations shall be made when there are concerns regarding job performance.

An overall unsatisfactory evaluation shall be defined as an evaluation having five (5) or more items marked as "ineffective."

Prior to giving an overall unsatisfactory evaluation, the supervisor shall notify the employee of the areas of ineffective performance, explain the performance deficiencies, and develop a plan to provide assistance to improve, and give a time certain for the employee to correct the deficiencies.

Forms: any finding of "A" (area for development) or "I" (ineffective performance) shall be referenced to a written reason, to be entered on the reverse side of the evaluation form. A sample form is provided in appendix XXXX showing this additional requirement on the form, a revised "status" section, and the reverse side of the form for required explanations for (A) or (I) check. The supervisor may also provide notation on this side of the form for commendation or suggestion under any alpha indicator. All other support personnel evaluation forms will be similarly revised.

A Support Employee Assistant Plan (SEAP) may be requested by the employee or implemented by the administrator anytime there are concerns with job performance. A SEAP is a formal, documented plan for improvement in the identified areas of concern. The plan shall include a schedule of meetings and benchmarks to evaluate progress and/or effectiveness of the plan. Support employees in a performance improvement program may be required to take a CASE course as part of the program. It shall be the employee's option to either pay for the course under the CASE guidelines and receive CEU credit or take the course without payment and receive no CEU credit. The SEAP plan is included in this contract as appendix XXXX.

Nothing in this section shall prevent supervisors from addressing performance issues as they arise.

Employees shall be informed of their evaluation status in a timely manner.

Unsatisfactory evaluations may be used as evidence to support termination or other action adverse to the employee.

Employee Meeting, Copies and Signing: Within ten (10) working days after the employee receives the evaluation, the supervisor shall meet with the employee if the employee agrees to meet, and they will discuss the reasons for the content of the evaluation. The supervisor will give a written explanation if the employee has five (5) or more ineffective items.

The employee shall be given copies of the evaluation. The signature of the employee shall not be construed to mean that he/she agrees with the content of the evaluation, but is only to verify that the employee received a copy.

The employee may submit a written rebuttal to any written evaluation. The rebuttal will be attached to the evaluation and will become a permanent part of the employee's personnel file.

**AUDIO OR VISUAL DEVICES:** Audio or visual devices may be used as part of any evaluation only if the supervisor and employee agree.

**BOARD RIGHTS:** The Board will determine evaluation criteria and methods. Such criteria and methods, and the content of any evaluation remain the prerogative of the Board, and shall not be subject to arbitration.

**LABOR MANAGEMENT REVIEW:** The parties agree to have the labor-management committee review the evaluation process and recommend revisions.

# ARTICLE XI: VACANCIES

A VACANCY SHALL BE DEFINED AS: A POSITION AVAILABLE AS A RESULT OF ANY EXISTING EMPLOYEE'S RESIGNATION, RETIREMENT, PROMOTION, SURPLUS, PERSONNEL ACTION, DEATH, LEAVE OF ABSENCE. A VACANCY ALSO MAY ARISE DUE TO THE CREATION OF A NEW JOB DESCRIPTION, NEW STAFFING, NEW PROGRAM NEEDS, AND/OR RELATED ALLOCATION FOR A POSITION. ALL VACANCIES SHALL BE FILLED THROUGH THE FOLLOWING TRANSPARENT PROCESSES: POSTING, GATHERING APPLICATIONS VIA SOFTWARE, SCREENING, INTERVIEWING, AND SELECTING A FINALIST AND OFFERING EMPLOYMENT.

## VOLUNTARY TRANSFERS

EMPLOYEES WISHING TO EFFECT A VOLUNTARY TRANSFER MUST DO SO BY APPLYING FOR A POSTED VACANCY.

## POSTING

~~Posting shall take place when a vacancy exists as a result of promotion, resignation, retirement, termination, new staffing and new operation start up.~~ ELECTRONIC Posting (ON THE DISTRICT'S WEBPAGE UNDER "EMPLOYMENT OPPORTUNITIES") shall include the position title, the location, the salary, special qualification if necessary in the opinion of management, and the date the position is available. The vacancy shall be posted for a minimum of five (5) SCHOOL days.

ALL VACANCIES WILL BE POSTED INTERNALLY TO THE CCPS WEBSITE FOR CONSIDERATION FOR NO FEWER THAN 5 (FIVE) SCHOOL DAYS FOR EXCLUSIVE CONSIDERATION BY CURRENT CCPS EMPLOYEES. IF, AFTER 5 (FIVE) SCHOOL DAYS, FEWER THAN 5 (FIVE) QUALIFIED CANDIDATES HAVE APPLIED, THE JOB MAY BE REPOSTED FOR EXTERNAL CONSIDERATION BY NON-CCPS APPLICANTS. IF AFTER RE-POSTING THE POSITION, THE PARTIES DETERMINE THERE ARE FEWER THAN 5 (FIVE) QUALIFIED APPLICANTS, THEY MAY MEET TO DISCUSS ALTERING THE JOB DESCRIPTION OR APPLICANTS OR RE-ALLOCATING THE ALLOCATION TO ANOTHER JOB TITLE TO EFFECT AN EXPEDITIOUS HIRING OF THE OPENING. POSTING POSITIONS DURING REDUCTIONS IN FORCE SHALL BE GOVERNED BY ARTICLE XV.

## URGENCY TO FILL POSITIONS WITHOUT POSTING

IN URGENT CIRCUMSTANCES, THE SUPERINTENDENT MAY FILL A POSITION WITHOUT OBSERVING THESE POSTING REQUIREMENTS IF HE OR SHE FIRST NOTIFIES THE ASSOCIATION AND EXPLAINS THE URGENCY.

## GATHERING APPLICATIONS

ONCE THE POSTING HAS CLOSED, THE SUPERVISOR WHO POSTED THE POSITION SHALL REVIEW ALL APPLICANT MATERIALS. THE SUPERVISOR WILL CHECK THE APPLICATION FOR TIMELINESS AND COMPLETEDNESS. REQUIRED APPLICATION MATERIALS MAY INCLUDE BUT ARE NOT LIMITED TO: LETTERS OF REFERENCE, CREDENTIALS, TRANSCRIPTS, EXPERIENCE, AND LICENSE(S). AN APPLICANT WHO MEETS THE DEADLINE AND WHO SUBMITS ALL REQUIRED MATERIALS SHALL BE ELIGIBLE FOR SCREENING.

## SCREENING

THE CLASSIFIED SCORING GUIDE (APPENDIX XXXX) SHALL BE THE DOCUMENT USED TO DETERMINE SCREENING FOR THE INTERVIEW POOL. WHEN CONSIDERING THE POOL OF ELIGIBLE APPLICANTS TO BE

INTERVIEWED FOR THE POSITION, A SUPERVISOR WILL USE THE FOLLOWING SCREENING CRITERIA FOR ESTABLISHING THE FINAL POOL OF CANDIDATES FOR INTERVIEW:

- WORK RECORD
  - PERSONNEL FILE
  - EMPLOYMENT HISTORY
  - RECOMMENDATION/EVALUATION
  - RECOMMENDATION FROM CURRENT SUPERVISOR
  - OTHER INFORMATION IN PERSONNEL FILE APPLICABLE TO THE POSITION (AWARDS, DISCIPLINE)
- NECESSARY SKILLS, ABILITIES, EDUCATION (INCLUDING CASE CLASSES), AND LICENSING AS MAY APPLY

COMPLETION OF APPLICATION FOR A POSITION IS SOLELY THE RESPONSIBILITY OF THE APPLICANT. APPLICANTS SHOULD BE CAREFUL TO INCLUDE, IN THEIR APPLICATION DOCUMENTATION, ALL RELEVANT SKILLS, COURSEWORK, QUALIFICATIONS, AND OTHER RELEVANT PERSONAL FACTORS. FOR SCREENING PURPOSES, THE DISTRICT WILL EXAMINE ONLY THE INFORMATION IN THE SUBMITTED APPLICATION TO DETERMINE IF A CANDIDATE MAY BE GRANTED AN INTERVIEW. IF AN APPLICANT SHOULD FAIL TO FILL OUT THE ENTIRE APPLICATION, INCLUDING A RELEVANT OMISSION, IT MAY PRECLUDE HIS OR HER CONSIDERATION FOR HIRE.

#### NOTIFICATION OF CANDIDATES

ALL CANDIDATES SELECTED OR NOT SELECTED FOR INTERVIEW SHALL BE NOTIFIED WITHIN 5 (FIVE) DAYS OF THE SCHEDULING OF THE FIRST INTERVIEW FOR THE POSITION.

#### INTERVIEWING

THE SUPERVISOR ACCEPTING APPLICATIONS SHALL BE REQUIRED TO INTERVIEW NO FEWER THAN 5 (FIVE) QUALIFIED CANDIDATES SHOULD AT LEAST 5 (FIVE) APPLY AND THE FIVE SELECTED ARE THE TOP 5 (FIVE) SCORERS ON THE CLASSIFIED SCORING GUIDE. INTERVIEWERS WILL USE THE CLASSIFIED RATING SHEET (APPENDIX XXXX) DURING AND AFTER THE INTERVIEW TO SCORE THE CANDIDATES. A CANDIDATE WHO HAS NOT YET EARNED ANOTHER POSITION FROM THE SURPLUS LIST WILL BE AWARDED 10 POINTS ON THE CLASSIFIED RATING SHEET WHEN INTERVIEWING FOR A POSITION FOR WHICH THEY ARE QUALIFIED. CANDIDATES SHOULD UNDERSTAND THAT, PRIOR TO AN OFFER OF EMPLOYMENT, SUPERVISORS WILL VERIFY AT LEAST ONE RECOMMENDATION FROM A PREVIOUS SUPERVISOR.

#### SELECTING A FINALIST AND OFFERING THE POSITION

ONCE THE SUPERVISOR HAS VERIFIED THE CANDIDATE'S WORK HISTORY HE OR SHE MAY MAKE AN OFFER OF EMPLOYMENT TO THE HIGHEST POINT-GETTER ACCORDING TO THE CLASSIFIED RATING SHEET. ONCE THE SUPERVISOR SELECTS, AND THE RESPECTIVE CANDIDATE ACCEPTS, ALL CANDIDATES WHO INTERVIEWED FOR THE POSITION AND WERE NOT SELECTED, SHALL BE NOTIFIED WITHIN 5 (FIVE) WORKDAYS.

IN THE EVENT THAT THE HIGHEST POINT-GETTER IS OFFERED THE JOB, BUT DECLINES TO ACCEPT THE POSITION, THE JOB MAY BE OFFERED TO A QUALIFIED SECOND- OR THIRD-RANKED CANDIDATE FROM THAT INTERVIEW CYCLE. IF AFTER THE HIGHEST POINT-GETTER DECLINES THE POSITION, THE DISTRICT DETERMINES THAT A GREATER NUMBER OF CANDIDATES SHOULD BE CONSIDERED THAN THE REMAINING CANDIDATES, THE DISTRICT MAY REPOST THE POSITION AFTER PROVIDING RATIONALE TO THE CCSPA.

In the event of a promotional opportunity within the bargaining unit, internal candidates shall be screened to determine if they are qualified, defined as meeting the education and licensing requirements of the job description and having a minimum score of 25 points on the Classified Scoring Guide. All qualified internal candidates shall be interviewed along with qualified external candidates.

10 points for surplus employees who are applying for positions in their original job classification before surplus.

## SUMMER VACANCIES

Clerical vacancies in Summer program vacancies for secretaries shall be filled by seniority. Summer School Paraprofessionals will be hired by the following categories: Para I, Para II and Para III. Vacancies shall be properly posted and such posting must include the specific qualifications required for the position. Hiring shall be in the order of seniority of those applicants meeting the specified qualifications.

Elementary Summer Camp: EBD paras will be hired separate from the other Paras. Additionally, if there are an even number of Para vacancies, the District will hire (2) two Para I's and two (2) Para II's. If there is an odd number of Para vacancies the District will hire (3) three Para II's and (2) two Para I's.

Substitutes will be hired after all other summer school positions have been filled. Substitutes will be hired by seniority. In the event of a vacancy in a regular summer school position, the District will fill the vacancy with the next applicant in the category by seniority.

## REDUCTION IN FORCE

Posting positions during RIF shall be governed by Article XV.

## URGENCY TO FILL POSITIONS WITHOUT POSTING

In urgent circumstances, the Superintendent may fill a position without observing these posting requirements if s/he first notifies the Association and explains the urgency.

## BUS TRANSPORTATION RUN BIDDING

Runs are units of work bid by drivers

Vacancies for bus drivers and bus attendants will be posted in the transportation department on Mondays, and bidding will take place on the following Friday. The order of bidding shall be as follows:

ESE drivers by seniority

Qualified ESE bus drivers by seniority

ESE bus attendants by seniority

Regular bus drivers by seniority

The time and place of bidding will be posted five (5) working days in advance. Drivers and attendants who are interested in transferring to a vacant position created by a transfer must be present. All posted vacancies will be bid before any subsequent vacancies. Subsequent vacancies will be bid in the same order as the posted vacancies. If none of the drivers/attendants present is interested in filling a vacancy, the position will be filled by a substitute driver/attendant or through the district's regular posting process.

Bidding for all runs, including year-round and ESE, will take place annually. Bus runs will be posted in the Punta Gorda, Murdock, and Englewood transportation facilities terminals respectively.

All bidding shall be based on seniority as defined in Article I except as modified by D 7 below. A current seniority list will be posted along with the runs to be bid.

The run postings shall include the date and time of the bidding and the run descriptions, including stops, times, shuttles, and total number of hours being paid per day.

Once a run is bid and awarded, the driver must keep that run for a minimum of 20 days (no swapping runs).

For any run (year-round or regular) that becomes available during summer break a substitute shall be put on the run, and the run shall be posted and bid when everyone has returned to work, or the week preceding the opening of school. Run descriptions will be posted five (5) days prior to the bidding.

Drivers successfully bidding on a year-round school run shall, prior to the end of the previous school year, retain those runs until the annual run bidding at the beginning of the school year at which time the year-round runs will be placed into the bidding process to be bid by seniority.

Bidding of all ESE and regular education runs shall occur no later than the last day of in-service training.

Run descriptions shall be posted at a designated location on the first day of in-service training. If no in-service training is scheduled, all drivers and attendants (as necessary) will be notified by US mail of dates, times, location of posting and bidding prior to the opening of school.

The order of bidding is as follows:

ESE drivers by seniority

ESE qualified regular bus drivers by seniority

ESE bus attendants by seniority

Regular drivers by seniority

Regular drivers who have driven ESE runs for at least 180 days during the previous three (3) years, and are current with ESE training are eligible to bid on ESE runs consistent with provisions of Article XI.C.8 (Bus Transportation Run Bidding). After these drivers have bid, any remaining ESE runs shall be open to other drivers who have completed and are current with the required ESE training. Regular drivers who have completed ESE training and have signed up to do so, shall be offered, by seniority, the opportunity to substitute on available ESE runs for the duration of the ESE driver's absence of two or more days.

Summer school/programs runs shall be bid no later than the last week of the regular school year. Any driver bidding a summer school run shall complete the entire summer school schedule with the exception of drivers who opt for a year-round-school run.

Any driver who is unable to attend a bidding on the specified day or time as designated in D 5, D 6, or D 7 may designate a proxy. The proxy must be present at the date and time specified for bidding. The absent employee's selection shall be made for him or her in seniority order, based on the absent employee's seniority.

Any driver on an authorized leave of absence or whose school bus driver physical is not current at the time of any bidding session scheduled per D 5, D 6, or D 7 will be ineligible to bid at that session. After these drivers pass the school bus driver physical, complete any required in-service training, and return to duty, they will be assigned to the first available open run or be used as a substitute at their current rate of pay until a run of their choosing becomes available.

Drivers who successfully bid on a run shall retain that run even if changes occur during the school year. This will not prevent a driver from bidding on other runs that become available during the year.

Drivers who, as a direct result of operational changes instituted by the District, have no permanent bus assignment at the conclusion of the annual bidding process shall be considered "permanent substitute" drivers and shall:

Retain a four-hour minimum workday and pay;

Work as a substitute driver or do other transportation-related activity until a permanent bus becomes available;

Continue to receive benefits;

Pursue all district-wide positions/postings for which they qualify in or adjacent to geographic areas where they reside.

As open driver positions become available, they will be filled as follows:

Open buses will be posted in accordance with contract language and all team members eligible will have the opportunity to bid;

Remaining runs(s), after bidding and trickle down has been completed, will be offered to the most senior permanent substitute and, if rejected, then on down the list. If the run is not taken, the least senior permanent substitute must, after one opportunity to "pass," shall either take the run or lose the permanent substitute status and be placed on the regular list of substitute drivers.

For purposes of "permanent substitute" assignments, employees assigned to the Englewood Transportation Facility will not be expected to pursue job postings in Punta Gorda, nor will residents of Punta Gorda be expected to apply for jobs in Englewood. Employees residing in both those locations will be expected to apply for posted Port Charlotte jobs. Port Charlotte employees will be expected to seek jobs for which they qualify in all geographic locations of the district.

#### OTHER TRANSPORTATION ASSIGNMENTS

Courier assignments shall be posted in the Transportation Dept. and selected by Transportation seniority as vacancies occur.

Drivers who work on routine maintenance of busses, other than during regular duties, shall be selected using a sign-up list placed at the work site, and shall be selected by seniority as vacancies occur.

Individuals shall be paid at their current level, Pay Grade 15.

#### ADDITIONAL TRIP PROCEDURES

All trips shall be assigned by the appropriate dispatcher/supervisor at the appropriate transportation site from a list of drivers (most senior to least) who have signed up to do additional trip work. Sign-up sheets for trips will be posted at the annual in-service training.

Drivers who decide to take trips after the beginning of the regular school year, new drivers, and drivers returning from a leave of absence will start with an amount of hours equal to the average of all existing additional trip drivers at the time they sign up.

A running total of the number of hours each driver has accumulated on trips shall be maintained and posted monthly in the appropriate driver's lounge.

Trips will be assigned according to accumulated hours, i.e., the drivers with the least amount of accumulated hours will be assigned trips first, whenever possible.

Unless there are extenuating circumstances, no substitute driver will be assigned trips which a permanent driver can fulfill without interfering with his/her route.

Drivers will be credited with the hours of every trip they take, including show-up pay.

Every attempt will be made to keep accumulated trip hours equal for all drivers by year's end. This will depend on driver availability. Dispatchers/supervisors cannot be responsible for trips that exceed planned times, cancellations, rescheduling, and last minute occurrences.

Any driver who refuses trips three (3) times in one school year will be removed from the list for the remainder of the school year. Refusals due to illness or emergencies are exceptions.

All trips will be assigned at least three (3) days prior to the trip. Exceptions will be due to cancellation, rescheduling, sickness, or emergency. Any trip refused on less than two (2) days notice of the trip will not count as a refusal.

If a trip is assigned and then canceled, the driver will receive two (2) hour pay. If a trip is canceled far enough ahead of time that the driver is not en route to bus parking or to where the school trip

originates, no pay will be received. A driver whose trip is canceled will be assigned the next available trip.

Adequate time will be scheduled in advance of the departure time at the pick-up location to allow the driver to: (a) perform a complete pre-trip inspection; (b) swap out equipment, if required; and, (c) safely travel to the pick-up location. If the departure time is directly after a normal route, the above does not apply.

The departure time listed on trip sheet is when you must be at the school or place where the trip originates.

Trips that total two (2) hours or less will be paid two (2) hours. All times must be designated on the appropriate lines of the trip sheet regardless of the length of the trip.

Final arrival time will be at bus parking area after all cleanup is complete. If you are using your own bus and there is no need to clean, do not add extra time for clean-up.

All time should be documented to the nearest quarter hour.

**EXTRA NON-PASSENGER TRIPS PROCEDURES:** In all non-passenger extra trips, a sign-up roster will be placed and all drivers notified. Drivers will be selected off the sign-up roster by seniority and availability until all available trips have been assigned.

Unless there are extenuating circumstances, no substitute driver will be assigned trips which a permanent driver can fulfill without interfering with his/her run.

If a trip is assigned and then canceled, the driver will receive two (2) hour show-up pay. If a trip is canceled far enough ahead of time that the driver is not en route to bus parking or to where the school trip originates, no pay will be received. Drivers will be paid the actual time of the trip.

**ADJUSTMENTS IN ROUTE SEQUENCE:** Adjustments in route sequence start times and/or ending times of run resulting from planned modifications in school schedules, such as modified exam days, are not changes. Drivers and attendants will be paid for actual time worked and any associated time defined as layover by the contract. Adjustments will be announced thirty (30) calendar days in advance and will, when possible, be included on the calendar.

## **PROFESSIONAL DEVELOPMENT FOR APPLICATION AND INTERVIEW PROCESS**

**THE CASE COMMITTEE WILL MEET TO DISCUSS THE DEVELOPMENT AND IMPLEMENTATION OF TARGETED TRAINING FOR SUPPORT EMPLOYEES TO UNDERSTAND AND NAVIGATE SUCCESSFULLY THE APPLICATION AND INTERVIEW PROCESSES BY FEBRUARY 1 2018.**

# Article XII: Promotions

In the event of a promotional opportunity within the bargaining unit, internal candidates shall be screened to determine if they are qualified, defined as meeting the education and licensing requirements of the job description and having a minimum score of 25 points on the Classified Scoring Guide. All qualified internal candidates shall be interviewed along with qualified external candidates. All qualified candidates shall be rated based upon the following criteria for the Classified Rating Sheet:

- Work record: (District and outside employment when applicable, evaluations, personnel file and current immediate supervisor) (25 points)
- Necessary skills, abilities, education, CASE classes completed, and licensing as may apply (25 points)
- Interview (25 points)
- Seniority (1 point for each year of employment). Seniority points could total more than 25, based on number of years of employment.
- 10 points for surplus employees who are applying for positions in their original job classification before surplus.

A PROMOTION SHALL BE DEFINED AS MOVING FROM ONE PAY GRADE TO ANOTHER PAY GRADE WITH A HIGHER FIRST LEVEL. Employees who are promoted shall be placed on Level A on the new pay grade or at the level that is 5% higher than their current hourly rate, whichever is greater. During the interviews, the supervisor shall inform the employee that he/she will be personally notified of their status prior to the closing date of the interviews.

# Article XIII: INVOLUNTARY Transfers

EMPLOYEES WISHING TO TRANSFER TO ANOTHER POSITION MAY ONLY DO SO THROUGH A POSTED VACANCY. SEE ARTICLE XI. VOLUNTARY TRANSFERS: When an employee desires to transfer from his/her position at one location to the same job classification (i.e. Custodian to Custodian) at another location, the employee shall submit a completed Transfer Request form to Human Resources and place his/her name on the applicant list by applying online through the district's applicant system. The employee shall be interviewed for the vacant position.

When interviewing an applicant the following criteria shall apply:

Work record; (District and outside employment when applicable, evaluations, personnel file and current immediate supervisor) (25 points)

Necessary skills, abilities, education, and licensing as may apply (25 points)

Interview (25 points)

Seniority (1 point for each year of employment). Seniority points could total more than 25, based on number of years of employment.

10 points for surplus employees who are applying for positions in their original job classification before surplus.

During the interviews, the supervisor shall inform the employee that he/she will be personally notified of the outcome of the selection process. Other applicants who were not interviewed shall be notified by mail. Employees requesting a voluntary transfer to a lesser pay grade shall be moved to the same level on the salary schedule.

If during the first sixty (60) days of the transfer the employee does not perform satisfactorily, the employee will be returned to the first available position (previous classification) for which he/she is qualified.

Upon selection for a position the employee shall be transferred within twenty (20) workdays. Exceptions shall be mutually agreed upon by the CCSPA and the Assistant Superintendent for Human Resources.

INVOLUNTARY TRANSFERS: Involuntary transfers shall not be made for arbitrary and capricious reasons. However, at times, involuntary transfers may be necessary. Such times could include unit loss or extenuating circumstances that could necessitate such action for cause. If an involuntary transfer (other than cause) is to be made, employee(s) will be selected according to:

Job Classification

Necessary skills, abilities, education and licensing as may apply

Seniority

Volunteers shall be requested prior to implementing the involuntary transfer procedure. Involuntary transfers shall not be used as a means of demotion.

# ARTICLE XIV: UNIT LOSS:

## Determination of Timeline

~~No later than~~ WHEN THE DISTRICT DETERMINES A UNIT LOSS IS NECESSARY FOR THE FOLLOWING SCHOOL YEAR, BY NO LATER THAN February 1<sup>st</sup> each year, the district and union shall meet to ~~determine~~ REVIEW the mutually-agreed timeline for the unit loss process as described below. The timeline shall include the following events: school sites identifying surplus employees and vacancies to Human Resources, HR & CCSPA representatives meeting with surplus employees, posting vacancies, application/interview/selection process, employees in the pool selecting positions, deadlines for selection and placement. **ADDITIONALLY, THE DISTRICT SHALL EFFECT A HIRING FREEZE FOR ALL VACANCIES.**

**THE DISTRICT WILL PREPARE AND IDENTIFY CCSPA ALLOCATIONS BY MARCH 1 FOR THE SUBSEQUENT SCHOOL YEAR.**

**THE HUMAN RESOURCES DEPARTMENT WILL IMMEDIATELY MEET WITH CCSPA TO DISCUSS IDENTIFIED SURPLUS POSITIONS AND LOCATIONS IN ACCORDANCE WITH SENIORITY/BUMPING RULES.**

**THE HUMAN RESOURCES DEPARTMENT AND CCSPA WILL MEET WITH ALL IDENTIFIED SURPLUS PERSONNEL BY MARCH 31 TO EXPLAIN THE SURPLUS PROCESSES AND RIGHTS TO AFFECTED PERSONS. THE HUMAN RESOURCES DEPARTMENT WILL MEET WITH CCSPA WEEKLY, OR AS NEEDED, ON AN AGREED-UPON DAY AND TIME TO DISCUSS PLACEMENT OF ALL SURPLUS PERSONNEL IN AVAILABLE VACANCIES AND IN ACCORDANCE WITH SENIORITY/BUMPING RULES, UNTIL ALL IDENTIFIED SURPLUS PERSONNEL ARE PLACED IN PERMANENT POSITIONS.**

**AS SITUATIONS ARISE DURING THE SCHOOL YEAR THAT RESULT IN A SURPLUS EMPLOYEE, THE PROCESS WILL BE MAINTAINED, BUT THE TIMELINES WILL BE MODIFIED AS THE PARTIES AGREE.**

The Finance Department will prepare the school/department allocations and submit them to Human Resources. HR and the CCSPA will review allocations prior to HR's sending them to schools/departments. Should a school lose positions from the current year's allocation, the following shall apply for involuntary transfers of support staff based on unit loss:

Schools will identify their vacancies and send the information to Human Resources.

Schools who are losing units will send the information to Human Resources.

~~The school/dept.~~ **SUPERVISOR OF THE UNIT OF EMPLOYEES IDENTIFIED FOR with** unit loss will ask for volunteers to transfer to vacant positions within their classification(s) in **OTHER UNITS OF** the district. **A VOLUNTEER CREATES A VACANCY IN HIS OR HER HOME UNIT TO EFFECT HIS OR HER OWN TRANSFER OR TO TAKE THE PLACE OF ANOTHER LESS SENIOR BARGAINING UNIT MEMBER WHO MAY OR MAY NOT BE ASSIGNED TO THE SURPLUS LIST. If positions within their job classification(s) IN OTHER UNITS are not available, individuals will be offered other vacancies within the district OUTSIDE THEIR JOB CLASSIFICATIONS FOR WHICH THEY ARE QUALIFIED.**

Job classifications are defined as job titles within the unit. For example:

**ADMINISTRATIVE** Assistant I

Paraprofessional I (HQ classroom paraprofessional)

ESE Paraprofessional II

Paraprofessional III – One-on-One paraprofessional

ESOL Paraprofessional II (who have ESOL training)

Job Coach

Office Assistant I

SURPLUS LIST

The names of the individuals who volunteer AND THOSE WHO HAVE BEEN ASSIGNED TO THE SURPLUS LIST to be in the pool of transfers SHALL BE BLENDED INTO A MASTER SENIORITY SURPLUS LIST BY will be submitted to Human Resources. In the event there are more excess SURPLUS staff than volunteers, the school UNIT shall identify the individuals by seniority (in the district) in the affected job classification. Those names shall be submitted to the Assistant Superintendent of HR and employee Relationships. Probationary and regular employees are to be listed by seniority.

### Unit Loss One-Time Bumping Right

An employee who has been identified for the Unit Loss Surplus Pool shall have the one-time right to bump a less senior employee according to the following:

A seniority list of all teachers [Sic: support employees] EMPLOYEES who have been identified for Unit Loss shall be developed indicating District seniority, JOB CLASSIFICATION, AND UNIT. The number of teachers [Sic: support employees] EMPLOYEES in each JOB CLASSIFICATION AND UNIT IDENTIFIED area of certification for Unit Loss shall likewise determine the number of teachers [Sic: support employees] EMPLOYEES with the least District-wide seniority to be placed on the Unit Loss Bumping List for that area of certification JOB CLASSIFICATION. Vacancies in that area of certification JOB CLASSIFICATION shall also be noted on the Unit Loss Bumping List. THE LEAST SENIOR EMPLOYEES IN AN AFFECTED JOB CLASSIFICATION SHALL LIKEWISE BE NOTIFIED THAT THEY MAY BE SUBJECT TO BUMPING AND ADVISED OF THEIR RIGHTS HEREIN.

The most senior EMPLOYEE teacher [Sic: support employee] on the Unit Loss Surplus Pool list by JOB CLASSIFICATION area of certification shall have the one-time right to bump any EMPLOYEE teacher [Sic: support employee] IN THAT SAME JOB CLASSIFICATION on the Unit Loss Bumping List or choose a vacancy if available. The displaced/bumped EMPLOYEE teacher [Sic: support employee] shall now move to the Unit Loss Surplus Pool list.

A EMPLOYEE teacher [Sic: support employee] who has been placed in the Unit Loss Surplus Pool LIST may forego the right to bump and be placed in a future vacant position when/if the vacancy occurs. There is no guarantee of geographic placement, however, the District shall acknowledge Hardship Considerations (see paragraph XXXX below).

Once all EMPLOYEES teachers [Sic: support employees] on the Unit Loss Surplus Pools list have exercised or declined their one-time right to bump, the Unit Loss Surplus Pool list shall be final and subject to the Surplus Pool Placing Procedures below.

These individuals will be contacted by HR and union representatives to confirm they are ON THE SURPLUS LIST in the excess pool. These individuals are requested REQUIRED to provide summer contact information to HUMAN RESOURCES and the CCSPA.

Until the surplus employees are placed, hiring and transferring in the surplus area(s) and/or positions of the surplus employees shall be frozen. As positions become available in a JOB classification, individuals in that job classification will be offered the positions based on seniority. Attempts will be made to keep individuals within a reasonable driving distance. EVERY EFFORT WILL BE MADE TO PLACE We anticipate that all individuals will be placed in positions prior to the beginning of the school year. There will be no break in service for these individuals.

If no position exists within the job classification, individuals will be offered other positions for which they are qualified.

UPON A THIRD REFUSAL More than one refusal to accept a position for which the individual is qualified WILL CONSTITUTE will be considered a resignation FROM EMPLOYMENT WITH THE DISTRICT.

Individuals placed in A position outside their job classification will be placed on the level that is closest to their current hour rate AND RED-LINED (FROZEN) AT NOT LESS THAN THE PREVIOUS RATE OF PAY. IF

THE HIGHEST RATE OF PAY ON THE SCHEDULE IS LESS THAN THE PREVIOUS RATE OF PAY FOR A GIVEN EMPLOYEE, THE PREVIOUS WAGE WILL BE USED FOR AS LONG AS THE EMPLOYEE REMAINS IN THE POSITION, OR UNTIL THE PAY RATE FOR THAT JOB CLASSIFICATION INCREASES VIA BARGAINING TO THE EQUIVALENT OF THE EMPLOYEE'S RATE OR HIGHER.; some may experience a slight increase; others, a slight decrease.

Hardship Consideration: An employee may request a Hardship Consideration regarding Unit Loss placement when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of the Assistant Superintendent for HUMAN RESOURCES and the CFEACCSPA. Travel time and/or distances alone may not be considered as a reason to seek or to grant a Hardship Consideration. If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADAA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator.

# ARTICLE XV: REDUCTION-IN-FORCE

**DEFINITION:** A reduction-in force shall take place when officially announced by the Board, or when a total of one-half percent (.5%) or more employees is reduced from the work force in any fifteen (15) day period. The Superintendent shall meet with a representative of the Association prior to the Board taking any action at least five (5) workdays in advance of the Board meeting date.

**CRITERIA:** Employees **WHO ARE NON-INSTRUCTIONAL PERSONNEL PURSUANT TO FLORIDA STATUTE** to be reduced in force shall be selected according to:

Job Classification

Necessary skills, abilities, and licensing as may apply

Seniority

**EMPLOYEES WHO ARE INSTRUCTIONAL PERSONNEL (E.G. PARAPROFESSIONALS), PURSUANT TO FLORIDA STATUTE, TO BE REDUCED IN FORCE SHALL BE SELECTED ACCORDING TO:**

**JOB CLASSIFICATION**

**NECESSARY SKILLS, ABILITIES, AND LICENSING AS MAY APPLY**

**EVALUATION SCORE FROM THE PREVIOUS YEAR**

**SENIORITY**

**FILLING REMAINING POSITIONS THROUGH BUMPING RIGHTS:** In the event a Reduction in Force is announced, the Parties will meet to determine the process to be used for bumping.

**RECALL LIST:** Employees laid off pursuant to a reduction in force shall be maintained on a preferential hiring (recall) list for a period of twelve (12) calendar months from the date of lay off and shall be eligible for recall, subject to the above criteria.

**RECALL:** Employees laid off pursuant to a reduction-in-force shall be recalled in inverse order when such positions are being reinstated, or becomes vacated. These positions will not be posted until they have been offered to the individuals on the recall list.

**NOTICE OF RECALL:** Notice of recall shall be by telephone and/or email by the district and union to the contact information on file in the personnel record of the employee. The employee shall be responsible to keep his/her current contact information on file. Any employee who fails to answer a notice of recall within five (5) days after initial contact shall forfeit all recall rights.

**EMPLOYEE RIGHTS AND AVAILABILITY:** The employee shall be expected to report to work within ten days of the acceptance of the offer. The length of time may be extended based on illness, need to give notice to current employer, or does not accept the job on the terms offered, he/she shall be removed from the recall list, and the Board shall have no further obligation to that person.

# ARTICLE XVI: PERSONNEL FILES

Personnel files shall be maintained according to the provisions of Florida Statutes.

# ARTICLE XVII: SAFETY

The Board shall provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to safety. Employees will comply with all applicable federal and state laws and regulations and all Board policies pertaining to safety.

If an employee observes a condition which he/she considers to be creating a health or safety hazard, he/she shall inform the administrator in charge of the facility where the condition is observed.

The Board shall provide employees with appropriate safety training in the use of all equipment and machinery required to be used in the performance of their duties. It shall be the Board's responsibility to provide and the employee's responsibility to use special safety clothing required by federal or state law or rule or Board policy.

The Board and Union recognize that situations may arise in which an employee may use reasonable force to protect himself/herself, students, or others from harm in accordance with applicable Florida Statutes. Any employee shall immediately report any instance involving the use of physical force to protect himself/herself or another employee and/or student, or the restraining of disruptive students, and any case of assault on or threat to the employee in connection with his/her employment to the worksite or designee. If requested,, the employee shall give in detail the circumstances thereof in writing.

**BOMB THREATS:** In the event that a bomb threat is made, and a building is evacuated, employees shall not be required to enter any building to participate in any search for a bomb.

## **SAFETY PROMOTION PROGRAM/DISTRICT SAFETY COMMITTEE**

The Union president and two CCSPA appointees shall serve as members of the District Safety Committee.

When meetings are held during duty hours, employee committee members will be released on paid duty assignment.

# Article XVIII: Job Descriptions

All bargaining unit job descriptions shall be available on the website. Upon employment, each employee shall receive a complete copy of the job description for the position they occupy or referred to the website. The union employee shall be notified when any changes in the job description are board approved. Job descriptions shall be reviewed by a joint management/labor committee and updated as necessary. Written job descriptions for newly-created positions shall be developed collaboratively. The board reserves the right to change job descriptions.

## JOB DESCRIPTION REVIEW

DURING THE 2017-2018 CONTRACT YEAR, THE PARTIES SHALL CONTINUE THE REVIEW OF ALL SUPPORT JOB DESCRIPTIONS. THE PARTIES WILL COLLABORATIVELY MAKE RECOMMENDATIONS OR REVISIONS WHICH MAY INCLUDE COMBINING JOB TITLES AND DESCRIPTIONS TO THE NEEDS OF THE DISTRICT AND AS OTHERWISE DETERMINED BY THE PARTIES. ACKNOWLEDGEMENT OF SPECIALIZED SKILLS AND ABILITIES WILL ALSO BE CONSIDERED BY THE PARTIES.

## EVALUATION/SEAP REVIEW

THE PARTIES FURTHER AGREE THAT PART OF THE JOB DESCRIPTION REVIEW WILL ALSO INCLUDE REVISION OF THE RELATED EVALUATION FORMS AND PROCESS, AS WELL AS REVIEW OF THE SEAP (SUPPORT EMPLOYEE ASSISTANCE PROGRAM) TO CONFORM TO THE REVISED JOB DESCRIPTIONS.

## PROFESSIONAL DEVELOPMENT/CASE

THE PARTIES FURTHER AGREE TO CONTINUE TO COLLABORATIVELY REVIEW THE PROFESSIONAL DEVELOPMENT NEEDS AND STRUCTURE OF CASE AND ITS RESPECTIVE TIERED STRUCTURE BASED ON THE ONGOING REVISIONS TO THE JOB DESCRIPTIONS AND EVALUATION INSTRUMENT CHANGES.

# Article XIX: CDL

Maintenance employees are not required to maintain a CDL license. Employees in Sites and Grounds, Transportation, and Warehouse, are required to maintain a CDL.

# ARTICLE XX. LEAVES

**NOTICE OF ABSENCE:** Employees who find it necessary to be absent for authorized reasons shall notify management in accordance with the terms and conditions as set for the in this Article. An employee who is to be absent for an extended period of time may report the length of such an absence once, prior to the absence, for the duration of the absence. If the duration of the absence is extended, the length of the extension must be reported. Day-to-day absences must be reported each day. An employee who fails to timely notify management of an absence or who fails to timely return to work shall be subject to disciplinary action. A verifiable emergency shall be exempt from the above requirements. However, the employee in such cases shall notify management of such absence as soon as is feasible under the circumstances.

**SICK LEAVE: Purpose:** Sick leave may be used only by an employee who is unable to perform his/her duties because of injury or illness or because of illness or death of their father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household.

**Accrual:** Full-time employees shall be entitled to 4 (four) days of sick leave at the end of the first month's employment of each year and shall thereafter earn 1 (one) day of sick leave for month of employment which shall be credited to the employee. (Including ESE, SANDS, Summer School, Intercession, Etc.) If any employee terminates his/her employment before he/she has earned the 4 (four)sick days available to him/her, the Board may withhold the average daily amount for sick days utilized but not earned by the employee. No employee shall earn more than 1 (one) day of sick leave times the number of months of employment during the year of employment. Such leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.

Part-time regular employees shall earn a partial day of sick leave for each month of employment. The partial day of sick leave shall be in the same proportion as the employee's hours per week are to 40 (forty) hours per week.

Whenever the Board hires an employee from another Florida district, that employee may transfer sick leave from Charlotte County Public Schools. Employee must provide documentation from the previous district to the payroll department. Accrual begins upon receipt of verification of accrued sick leave.

**Notice:** Any employee who finds it necessary to be absent from his/her duties because of injury or illness shall notify his/her immediate supervisor as early as possible, and not less than one (1) hour before the beginning of the workday on which he/she must be absent. In the event that an employee works in a department or school that does not provide the opportunity to call in prior to the beginning of the work day, the employee shall contact his/her immediate supervisor within the first thirty (30) minutes of the scheduled work day. When a request for leave is submitted more than thirty (30) days in advance, a determination shall be received by the employee within ten (10) working days.

**Claims:** Claims for sick leave must be filed in writing within five (5) days following the employee's return from sick leave. The written claim must set forth the day or days absent, that such absence was necessary, and whether the employee is entitled to be paid for the sick leave.

**EMPLOYEES SHALL NOT CLAIM PAID SICK LEAVE FOR HOURS OR DAYS FOR WHICH HE OR SHE HAS NO PAID SICK LEAVE AVAILABLE. AN EMPLOYEE WHO HAS NO SICK LEAVE AVAILABLE MAY APPLY FOR UNPAID PERSONAL LEAVE, AS PROVIDED HEREIN, REQUIRING PRIOR APPROVAL FROM THE SUPERINTENDENT. EMPLOYEES WHO ATTEMPT TO CLAIM SICK HOURS FOR ABSENCES WHEN NO SUCH PAID SICK TIME IS AVAILABLE OR WHO DID NOT GAIN PRIOR APPROVAL FOR UNPAID PERSONAL LEAVE,**

MAY BE SUBJECT TO PROGRESSIVE DISCIPLINE: VERBAL WARNING, LETTER OF REPRIMAND, TERMINATION.

#### APPEAL TO THE SUPERINTENDENT

IN RARE CIRCUMSTANCES, AND WITH THE SUPPORT AND APPROVAL OF HIS OF HER SUPERVISOR, AN EMPLOYEE MAY REQUEST UP TO, BUT NOT IN EXCESS OF, 5 (FIVE) DAYS OF UNPAID EMERGENCY LEAVE WHEN THE EMPLOYEE HAS NO BALANCE OF AVAILABLE LEAVE HOURS. SUCH INSTANCES SHALL BE CONFINED TO ONE IN THE EMPLOYEE'S SERVICE TO THE DISTRICT. THE APPLICATION FOR SUCH LEAVE DOES NOT CONSTITUTE AN AUTOMATIC OR ASSUMED SUPERINTENDENT APPROVAL. THE PARTIES AGREE THAT THIS PROVISION SHALL NOT CONSTITUTE A PRECEDENT OR PRACTICE ON THE PART OF THE DISTRICT.

Eleven Month Employee Sick Leave: Any eleven (11) month employee who works ten (10) or more compensable days in a twelve (12) month period shall receive one (1) additional sick leave day. In no case will an employee receive more than twelve (12) days of sick leave per year.

Transfer of Sick Leave: A district employee may authorize a spouse, child, parent, sibling who is also a district employee, or another district employee to use sick leave that has accrued to the authorizing employee.

The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from a leave pool if the recipient participates in a sick leave pool.

Employees shall submit an initial request for a specific number of hours. Thereafter, additional requests may be submitted based on the number of hours needed. Unused sick leave shall be returned to the donating party.

Donated sick leave shall have no terminal pay value.

ILLNESS-IN-THE-LINE-OF-DUTY LEAVE: Any employee shall be entitled to the illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease, other than the common cold, contracted in school work.

Leave of the employee shall be authorized for a total of not to exceed ten (10) days during any school year for illness contracted, or injury incurred, from the causes described above. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the Board warrant it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the Board deems proper.

Benefits shall be coordinated between this provision, Workers Compensation insurance, and the Sick Leave Bank, according to provisions agreed to by the Board and the Association.

The use of illness-in-line-of-duty leave or emergency sick leave shall result in no reduction of the employee's accumulated sick leave. Employees claiming benefits under this provision must file a claim on the appropriate form provided by the Board within five (5) working days following their return to work. The Board shall approve such claims and authorize the payment thereof if the Board is satisfied that the claim correctly states the fact, and that such claim is entitled to payment in accordance with the provisions in Florida Statutes.

PERSONAL LEAVE: With Pay: Employees may take up to six (6) days personal leave with pay, chargeable to sick leave, if approved by the Superintendent, subject to the following conditions:

A written request for personal leave must be submitted to the principal at least two (2) work days before the leave would begin. The reason for the leave does not have to be stated.

Any employee may reserve through non-use one (1) personal leave day to be used for bona fide emergency reasons, subject to the approval of the Superintendent. The determination of the Superintendent shall be final as to whether payment shall be made for said day. Said leave day, if utilized by the employee, shall require no prior approval other than that notice which would reasonably be expected under the circumstances. Emergencies such as cancelled airline flights with no prior opportunity for rescheduling or major weather conditions such as flood or hurricane can be accepted based on the facts of the situation and the proof submitted by the employee. In all where this section is involved, acceptable verifiable proof is required in order for consideration for payment to be made by the Superintendent. If day is not used as called for herein, it may be used as a personal day as in paragraph a. above.

Personal leave with pay is non-cumulative.

Personal leave shall not be used the day before or the day following a holiday or vacation period without the express consent of the principal or supervisor. The principal may waive the two (2) day advance notice requirement. Approvals or rejections by the principal shall be tentative, and final approval or rejection must be made by the Superintendent.

Personal leave may not be used for days when an employee is receiving consulting fees or other compensation.

Without Pay: Personal leave without pay, not exceeding five (5) days, may be granted by the Superintendent.

The Superintendent may recommend that the Board approve personal leave of up to one (1) year where the leave seems warranted and will not create disruption within the school program, or for the birth or adoption of a child.

Personal leave shall not be granted to an employee for the purpose of accepting any other employment. Violations of this provision may result in termination.

Limitation: Any request for personal leave may be denied if the granting of such leave would disrupt the normal operation of a school or if personal leave requests exceed ten percent (10%) of a school's staff. Requests for extension of personal leaves may be granted or denied at the discretion of the Board. If an employee uses four (4) or more sick days consecutively due to illness or uses sick leave days as they are accumulated, a Medical Certification may be required attesting to the need for the sick leave. If personal leave is refused, and the same employee who was refused calls in sick on the day on which he or she was refused for personal leave, medical certification may be required attesting to the need for the sick leave.

**MILITARY LEAVE:** Military leave shall be granted without pay, except as provided below, to an employee of the Board who is required to serve in the Armed Forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in the reserves of the Armed Forces or National Guard or retirees and may be granted at the discretion of the Board without pay to any employee volunteering for military duty. An employee granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty and provided further that the Board shall have a reasonable time, not to exceed thirty (30) days to reassign the employee to duty in the school system. Military leave shall not be counted as years of service for pay purposes.

All employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard or recalled retirees or draftees shall be entitled to leave of absence for their respective duties without loss of pay, time, or efficiency rating in field days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or Navy Training Regulations for such personnel when assigned to active duty, provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one annual period.

All full-time regular employees who are reservists/Florida National Guard called to full-time Federal or State military service or recalled retirees or draftees and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements and benefits for the first thirty (30) days of service. Thereafter, any such reservists shall (1) have his/her total gross military pay supplemented up to the amount he/she was earning on the salary schedule plus supplements and benefits; (2) accrue sick and vacation leave and all other employee rights and benefits in effect at the time he/she was called to duty. Individuals who are unable to return to work after discharge due to service related disabilities shall not be required to refund salary and the cost of benefits paid for the term of leave.

**DUTY LEAVE:** Duty leave is leave that may be granted to an employee by the Board for the purpose of short-term, temporary absence from the regular duty and place of employment of the employee.

Requests for duty leave will be considered when the employee, in accordance with instructions given, completes an authorized form and submits said form in a timely fashion to the principal or immediate supervisor who shall recommend or not recommend approval of such leave to the Superintendent.

Employees on duty leave shall receive their regular daily rate of pay. Expenses shall be paid by the Board in accordance with Florida Statutes. If a district vehicle is made available, mileage will not be reimbursed. Duty leave shall not be subtracted from sick leave. Employees who request and receive duty leave shall, if asked, be required to submit detailed information as to the nature and purpose of the leave, and subsequently what educational activity took place that was of direct benefit to the Charlotte County Schools as well as how the benefit will result in improved program implementation in the Charlotte County Schools. Valid duty leave requests would include workshops, study courses, school surveys, and in some instances, professional meetings.

**JUDICIAL LEAVE:** Any employee who is called to serve as a member of a jury panel or is subpoenaed as a witness may be granted leave of absence with pay upon approval of the Superintendent. Juror's pay may be retained by the employee. Witness fees or expenses reimbursed by the court for travel, meals, and lodging shall be turned over to the Board in all cases where such expenses are paid by the Board. Otherwise such fees may be retained by the employee.

In no case shall judicial leave with pay be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of an act performed by the employee as part of his/her official duties as an employee. Judicial leave with pay may not be taken by employees who are suing the Board.

Judicial leave shall not be accruable to any employee.

**INSURANCE DURING LEAVE OF ABSENCE:** Any employee granted a leave of absence as provided herein shall be entitled to the opportunity to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance coverage shall be paid by the employee according to procedures developed by the Board. If an employee fails to return from leave as scheduled, the right to continue insurance shall terminate.

RETURN FROM LEAVE OF ABSENCE: Long-Term Leaves: Any employee returning from a long-term leave (more than twelve (12) weeks duration) other than sick leave, shall be returned to the previous position if the employee notifies the Board in writing of his/her intent to return, or to request an extension of the leave, no later than three (3) weeks prior to the expiration of his/her leave. If an extension is denied, the employee must return at the end of the approved leave. If an extension is approved, the employee must give notice of return as provided above, no later than three (3) weeks before the expiration of the extension.

Lack of Notice: If the employee fails to notify the Board at least three (3) weeks in advance of their intent to return at the end of a long-term leave, the employee forfeits reinstatement rights and will be considered for future employment to the same extent as other applicants.

Short-Term Leaves: Notice of intent to return is not required for leaves of less than twelve (12) weeks.

Failure to Return: Any employee who fails to return from any leave, as scheduled and approved, shall be terminated.

FMLA/Extended Leave: Employees on FMLA or extended leave who exhaust leave balances will be paid the amount currently withheld for equal checks. Upon return, a new equal pay will be calculated for days worked or on paid leave. Bi-weekly employees who return after Spring break will be paid hourly.

FAMILY MEDICAL LEAVE: In addition to the qualifications, benefits, and restrictions contained within the federal Family Medical Leave Act (1993), all non-probationary employees covered under this agreement shall be entitled to twelve (12) weeks of leave per year **PROVIDED THE EMPLOYEE HAS WORKED AT LEAST 1250 (ONE THOUSAND TWO HUNDRED FIFTY) HOURS IN THE PREVIOUS 12 (TWELVE) MONTHS. EMPLOYEES WORKING FEWER THAN THIS TOTAL ARE NOT ELIGIBLE FOR FAMILY MEDICAL LEAVE.**

DOMESTIC VIOLENCE LEAVE: In accordance with Florida Statutes, a district employee may take up to three (3) working days of leave in any twelve (12) month period if the employee, family, or household member of an employee is the victim of domestic violence or sexual violence. This leave may be charged to paid accumulated personal, sick, or vacation leave, or may be taken without pay. A written request for leave that is submitted by an employee under the requirements of this section and any time sheet that reflects such a request are confidential and exempt from S. 119.07(1) and s. 24(a), Article I of the State Constitution until 1 year after the leave has been taken.

# ARTICLE XXI: VACATION

Full-time employees who regularly work forty (40) hours per week, twelve (12) months per year, shall be entitled to annual paid vacation as provided below:

Length of Continuous Employment	Vacation Earned
One (1) year through five (5) years.....	Twelve (12) hours per month worked, not to exceed eighteen (18) vacation days per year.
Six (6) years to ten (10) years.....	Fourteen (14) hours per month worked, not to exceed twenty-one (21) vacation days per year.
Over ten (10) years.....	Sixteen (16) hours per month worked, not to exceed twenty-four (24) vacation days per year.

New employees must work at least six (6) months before they are eligible to use vacation time. Employees who have worked more that six (6) months in a full-time, ten (10) or eleven (11) month position and then transfer to a full-time, twelve (12) month position may use vacation time as soon as it is earned.

Vacation time should be used at the end of each year or when it will not disrupt the operation of the department. No more than thirty (30) days of vacation may be accrued. Unused vacation earned in excess of thirty (30) days shall be forfeited. No more than fifteen (15) days of vacation may be taken at any one time except with the recommendation of the employee's supervisor and the permission of the Superintendent.

No vacation days are earned until the last day of the first full calendar month worked. Subsequent vacation days are not earned in any month until the last day of the month worked. Vacation time may not be used until after it has been earned.

Vacation schedules must be approved in advance by the employee's immediate supervisor.

Half-time employees who regularly work twelve (12) months per year shall earn one-half day of vacation per month. Employees are considered to be regularly working twelve (12) months per year if they are on duty every workday of each week during the year, except for legal holidays and the spring break designated in the school calendar.

Twelve (12) month employees who resign may receive pay for accumulated vacation days if they have provided their immediate supervisor with written notice of resignation at least fifteen (15) days in advance of the resignation.

Any person hired after July 1, 1996, to a 255-day position shall accrue vacation time as follows:

One (1) to Five (5) years.....	Eight (8) hours per month, to twelve (12) days per year
Six (6) to Ten (10) years.....	Twelve (12) hours per month, To eighteen (18) days per year
Ten plus (10+) years.....	Fourteen (14) hours per month, Twenty-one (21) days per year

Vacation days can accumulate over 240 hours until 6/30 of each year at which time only 240 hours will be carried forward.

Accumulation: During the first two months of the fiscal year, administration and any employee who has the potential for losing vacation will mutually agree to a tentative vacation schedule that will give the employee adequate time to utilize vacation leave.

Paid Time Off: In the event it is not possible to schedule vacation to allow the employee adequate opportunity to utilize his/her vacation leave accrued in June, the employee shall be entitled to utilize "Paid Time Off" hours, equivalent to the number of hours accrued, but not taken, in June as follows:

Any person hired in a 255 day position before July 1, 1996, (over ten years) – a maximum of sixteen (16) hours

Any person hired after July 1, 1996, to a 255 day position:

One to Five years – a maximum of eight (8) hours

Six to Ten years – a maximum of (12) hours

Ten plus years – a maximum of fourteen (14) hours

Paid Time Off hours shall be carried forward into the next fiscal year and shall be used during that year.

Any Paid Time Off hours not taken during the fiscal year will expire. Paid Time Off will not be counted as vacation leave and will not be carried over into the next fiscal year.

Once a leave request for vacation is submitted to the supervisor, that request must be approved or denied within ten (10) working days.

# ARTICLE XXII. PAY PRACTICES

ONCE AN EMPLOYEE ELECTS A PAY OPTION, THAT OPTION WILL REMAIN IN PLACE UNTIL SUCH TIME AS THE EMPLOYEE MAKES AN ALTERNATIVE ELECTION. SUCH CHANGES ARE ONLY PERMITTED DURING THE WINDOW OF MAY 1 THROUGH MAY 30 OF THE PREVIOUS YEAR.

SEMI-MONTHLY (24-PAY OPTION): Twelve (12) month employees will receive twenty four (24) equal paychecks which will be paid on a semi-monthly basis. Payday will be the 7<sup>th</sup> and 22<sup>nd</sup> of each month. If the 7<sup>th</sup> or the 22<sup>nd</sup> falls on a weekend or holiday, payday will be on the LAST WORKDAY BEFORE THE HOLIDAY.

BI-WEEKLY (26 EQUAL-PAY OPTION): Employees working less FEWER than twelve (12) months will receive twenty six (26) equal paychecks which will be paid on a bi-weekly basis. Payday will be every other Wednesday. If a payday is not a regularly scheduled workday for the bargaining unit, paychecks will be issued on the last workday before the regular payday. Employees who previously chose to be paid on actual time worked basis shall be allowed to do so until such time as they request to move to the equal pay plan.

20-PAY OPTION (ACTUAL TIME WORKED OPTION): EMPLOYEES WORKING FEWER THAN 12 (TWELVE) MONTHS WILL RECEIVE 20 (TWENTY) PAY PERIODS, REFLECTING AN EMPLOYEE'S FULL PAY (LESS MANDATORY AND OTHER OPTIONAL DEDUCTIONS SUCH AS INSURANCE, UNION DUES, ETC.) ON A TWO-WEEK DELAY BASIS BASED ON ACTUAL TIME WORKED DURING THE TWO-WEEK PAY PERIOD. PAYDAY WILL BE EVERY OTHER WEDNESDAY. IF A PAYDAY IS NOT A REGULARLY-SCHEDULED WORKDAY FOR THE BARGAINING UNIT, PAYCHECKS WILL BE ISSUED ON THE LAST WORKDAY BEFORE THE REGULAR PAYDAY.

END OF THE YEAR PAYCHECKS: FOR BI-WEEKLY (26 EQUAL-PAY OPTION ONLY) ~~193~~ 194 day employees will receive all but two (2) of the remaining paychecks on the last student day. The final two (2) paychecks will be distributed no later than ten (10) calendar days after the last teacher day. If the tenth day falls on a holiday or weekend, checks will be distributed on the last workday prior to the weekend or holiday. (26 equal pay employees only)

WORK WEEK: The workweek shall begin at 12:01 A.M., Monday ending at twelve midnight on Sunday.

HOURS: Normal Work Day: The length of the normal work day, including the actual beginning and ending times, shall be clearly designated to each employee except food service employees, bus drivers, and bus aides before the first day of employment, provided that such time may be changed at the discretion of the Board. General schedules will be announced for food service employees, but these schedules will vary according to needs and activities during the year.

Flexible Work Schedule: A flexible work schedule is defined as modifications to the established work schedule that affect the beginning and ending times and the duty-free lunch. A flexible work schedule shall not change the number of hours the employee works per normal work week. Flexibility in an individual's schedule may be approved/disapproved in advance by the site supervisor provided any denial is not arbitrary, capricious, or discriminatory. Flexible work schedules may be discussed at the site-based PPCs.

STRAIGHT TIME PAY: Work time above the normal workweek but less than forty (40) hours shall be paid at the straight time hourly rate.

OVERTIME PAY: Hour worked in excess of 40 (forty) ~~(40)~~ per week will be paid at one and one-half time the employee's regular hourly rate. Paid holidays, duty and judicial leave and assigned flex days will be counted as time worked for the purpose of computing overtime pay. In addition to receiving double

time for hours worked over sixty (60) in a work week or on a paid holiday, hours worked on designated unpaid holidays shall be paid at double time. Payment for overtime will be included in the paycheck for the week in which the overtime was worked under both Option 1 and Option 2, except that when a paycheck is issued early as provided in paragraph 3 above, the overtime pay may be delayed until the next paycheck. Overtime hours must be authorized in advance by the immediate supervisor, and all overtime hours worked must be reported for the week in which they were worked. Any hours worked over sixty (60) in a work week or on a paid holiday shall be paid at double time.

**DUTY-FREE LUNCH:** All full-time employees who work at least four (4) continuous hours shall be provided a duty-free lunch period without pay of not less than thirty (30) minutes per day. When an employee is assigned to work away from his/her regular work site, and travels to that work site in a Board-owned vehicle, and it is necessary to leave that site to get lunch, the employee may use the assigned vehicle to go to lunch if the immediate supervisor gives approval in advance.

**DUTY-FREE BREAK:** All full-time employees whose regular work shift is four (4) hours or more shall be provided one (1) duty-free break of at least fifteen (15) minutes during each three (3) consecutive hours worked. The time of the break shall be determined by the immediate supervisor. Under extreme working conditions, the appropriate supervisor may add reasonable break periods.

**FIRST PAYCHECK – New employees:** All new 250 day employee: First paycheck equals time worked in pay period; subsequent checks are equal pay. All new bi-weekly employees: equal pay if worked at least one (1) day in pay period.

Employees hired after December 1, 2013, shall be paid via automatic payroll deposit.

**EXTRA PAYCHECKS:** Extra paychecks will be paid not later than the last student day. Reasonable efforts will be made to issue extra paychecks sooner. Employee will be notified on the last workday or the date extra paychecks will be issued.

#### **MILEAGE, MEALS, AND RATES PER DIEM**

**Employee Privately Owned Vehicles:** Employees authorized to use their privately owned vehicle for approved travel shall be paid at the IRS designated rate as of January of each calendar year.

**Employees Assigned More Than One (1) School:** Employees who are assigned to more than one (1) schools per day shall be reimbursed for the mileage driven between schools for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned school and the employee's residence. Employees shall also be reimbursed for mileage when in-service training or when assigned to temporary duty elsewhere.

#### **Out of County Meals**

Pay for out of county meals is as follows

Breakfast - \$11.00

Lunch - \$14.00

Dinner - \$21.00

**Travel Overnight:** When traveling overnight an employee may elect to receive a per diem rate of \$80.00 or if actual expenses exceed \$80.00, the amounts for meals, plus actual expenses for lodging at a single occupancy rate must be substantiated.

**SALARY SCHEDULES:** Employees will be paid according to the salary schedule negotiated by the Association and the Board.

**Holidays:** Paid holidays shall be provided to all employees on an equitable basis. During negotiations for the 2010-2011 contract, and consistent with recommendations by the Budget Advisory Committee, paid holidays were reduced as follows. The District agrees to restore one paid holiday effective with the 2015-2016 school year. The additional paid holiday shall be New Year's Day. ~~For the 2015-16 school~~

year, the restored holiday shall be paid in a lump sum to eligible employees in the payroll not later than 30 days after ratification by both parties.

	EFFECTIVE 2015-2016	2010-2011
DAYS OF EMPLOYMENT	PAID HOLIDAYS	PAID HOLIDAYS
177-213	4 DAYS	6 DAYS
214-226	4 DAYS	7 DAYS
227-246	5 DAYS	8 DAYS
247+	6 DAYS	11 DAYS

In order to be eligible for A PAID holiday, an employee must be at work or on paid leave at least one day in the pay period before and at least one day in the pay period after the holiday.

Days of employment shall include summer employment if the employee worked both summer terms in sequence. (Bus drivers who are employed on a full-time basis during the regular school year and drive for both consecutive summer term are entitled to one additional paid holiday.) Employees who work less than ten (10) months will be paid for the same holidays as ten (10) month employees if they are full-time employees working when those holidays occur. In order to be eligible for a paid holiday, an employee must be at work or on paid leave at least one day in the pay period before and at least one day in the pay period after the holiday.

CALL-IN PAY: Any employee called to work apart from the employee's regular shift shall receive a minimum payment of (2) hours pay at the overtime rate of pay. The 2-hour minimum does not apply when the extra hours are continuous with the employee's regular work shift.

**ALARM CALL STUDY**

THE PARTIES AGREE TO CONDUCT AN INQUIRY INTO THE FREQUENCY OF ALARM CALLS MADE TO BARGAINING UNIT MEMBERS THAT MAY OR MAY NOT REQUIRE ACTION. ONCE THE DATA ARE GATHERED THE PARTIES AGREE TO DISCUSS THE ISSUE FURTHER.

TERMINAL PAY FOR ACCUMULATED SICK LEAVE: The Board shall provide terminal pay for accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT to all employees upon retirement through an approved Florida retirement system or Social Security, or to the employee's beneficiary if service is terminated by death. Such terminal pay may not exceed an amount determined as follows: During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT; during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT; during the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT; during the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT; and, during and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred percent (100%) of the number of days accumulated sick leave EARNED IN THE CHARLOTTE COUNTY SCHOOL DISTRICT.

The parties agree to participate in a "Special Pay Plan" for terminal pay. The terms and conditions shall be governed by the agreement between the Charlotte County School Board and the vendor. Any changes shall be subject to negotiations with the CCSPA.

PAYROLL STUBS: THE DISTRICT SHALL MAKE EVERY ATTEMPT TO PROVIDE ELECTRONIC PAYROLL INFORMATION, ELIMINATING THE NEED FOR PAPER PAYROLL STUBS. THE DISTRICT SHALL PROVIDE

**DIRECTIONS TO A WEBSITE THAT PROVIDES AN EMPLOYEE WITH HIS OR HER PAYROLL INFORMATION.** A

payroll stub shall be issued with each paycheck and shall have the following information:

Accumulated sick leave  
Accumulated vacation leave  
Withholding and payroll deductions  
Gross pay  
Net pay  
Hours worked  
Rate of pay  
Level

**INCENTIVE PAY**

**In-Service**

All courses or in-service must be approved through the district Human Resources office, based on recommendations by a committee composed of CCSPA and administrators. Courses and in-service attended during the workday must also be preapproved by the supervisor.

Thirty (30) clock-hours of course work or in-service is required. There is no time limit for the accumulation of these hours.

Only job-related course work or in-service will qualify.

Official verification of successful completion must be provided.

Course work/in-service funded by the school district will be considered, if all other conditions are met. Once Level I has been achieved, the hourly supplement will remain a permanent part of the hourly salary.

After submission to Human Resources and upon proof of completion, an employee shall receive the Level I supplement retroactive to the date of completion of the final course.

**Attendance Incentive**

Attendance Bonus, 12 months =

8 hours = \$200

Less than 8 hours = \$150

Attendance Bonus, less than 12 months:

8 hours a day = \$150

Less than 8 hours per day = \$125

Retirees shall be paid at the time of retirement.

One day per fiscal year of the following types of leave shall not be counted against the attendance bonus:

Leave used for the death of a spouse, child, or parent

Illness in the Line of Duty/Worker's Compensation

FMLA shall not be counted against the attendance bonus in accordance with FMLA statute and rules.

Jury duty shall not be counted against the attendance bonus.

College Credit not Required by Job Description: Employees with a four-year degree from an accredited college shall receive one dollar (\$1.00) per hour. **Degree must be related to the Employee's job**

**classification.** With sixty (60) semester hours from an accredited college, Employees shall receive fifty (\$0.50) per hour. **EMPLOYEES WITH A FOUR-YEAR DEGREE WORKING IN A JOB CLASSIFICATION THAT**

**REQUIRES 60-SEMESTER HOURS RECEIVES A \$0.50 PER HOUR DIFFERENTIAL IN PAY, EMPLOYEES HIRED BEFORE OCTOBER 1, 2018 SHALL NOT BE ADVERSELY AFFECTED BY THIS PROVISION.**

**DIRECTOR-ASSIGNED HIGHER CLASSIFICATION:** If an employee is assigned to a higher classification for ten (10) or more consecutive days or any twenty-one (21) days in a 40-day period, such pay shall be retroactive to the first day in the higher assignment. Pay at the higher rate shall commence on the

eleventh (11th) consecutive day and the twenty second (22nd) day of the forty (40) day period. This assignment must be approved by the director of the department.

#### TEAM LEADER

**THE ANNUALLY-POSTED AND HIRED shall become an annual position EFFECTIVE 2015-16 INCLUDES THE DUTIES DESCRIBED IN APPENDIX XXXX- TEAM LEADER SUPPLEMENTAL JOB DESCRIPTION.**

District Job Supplement Incorporated Into Contract: The district job description for the supplemental position of team leader is incorporated into the contract as found in Appendix XXXX.

Criteria for Selection: Internal candidates shall be interviewed and shall be rated based upon the following criteria from the Classified Rating Sheet:

Work record: (District and outside employment when applicable, evaluations, personnel file and current immediate supervisor) (25 points)

Necessary skills, abilities, education, CASE classes completed, and licensing as may apply (25 points)

Interview (25 points)

Seniority (1 point for each year of employment). Seniority points could total more than 25, based on number of years of employment.

1 point for each year previously held Team Leader position

Position to be Posted: An administrator determines a team leader supplement is needed. Once the determination is made, the supplement shall be posted **ON THE DISTRICT WEBSITE AS AN INTERNAL VACANCY** for a minimum of five (5) working days. The posting shall include a copy of the supplemental job description **LISTED AS APPENDIX XXXX**, the date the duties begin, the procedures and the deadline for applying.

Performance shall be evaluated using the appropriate team leader evaluation form.

#### Team leader compensation

Each team leader shall be compensated \$1,000 as the base compensation for each year. In addition, the team leader shall receive \$350 per person per year or partial year for each additional team member assigned to his/her team. For purposes of **comparison DEMONSTRATION** only, the following is instructive for teams consisting of the following numbers:

Team leader +1 additional member = \$1,000 + \$350 = \$1,350

Team leader + 2 additional members = \$1,000 + \$350 + \$350 = \$1,700

Team leader + 3 additional members = \$1,000 + \$350 + \$350 + \$350 = \$2,050

Team leader + 4 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 = \$2,400

Team leader + 5 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 = \$2,750

Team leader + 6 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 = \$3,100

Team leader + 7 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 = \$3,450

#### PARAPROFESSIONALS

All paraprofessionals will work on a **187/193 188/194**-day contract as determined by the Superintendent.

Paraprofessionals I and II substituting for Paraprofessionals III shall receive a \$35 supplement for each full day that they substitute. The day must be three (3) or more hours.

When a paraprofessional is used to substitute for a certified classroom teacher and no other substitute teacher is used in the same class, the paraprofessional shall receive a \$35.00 supplement for each full day that they substitute (the day must be three (3) or more hours).

Requirements for Head Start/Early Head Start Employees: The district and CCSPA shall continue the discussion to jointly address all issues relating to Head Start and Early Head Start programs.

The Head Start Act, Sec. 648A., requires that not later than September 30, 2011, Head Start teaching assistants nationwide in center-based programs have at least a child development associate (CDA) credential; enrolled in a program leading to an associate or baccalaureate degree; or enrolled in a CDA credential program to be completed within two years.

As of October 1, 2011:

an associate degree in early childhood education

an associate degree in a related field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children; or

a baccalaureate degree and passed a rigorous early childhood content exam, such as the Praxis II.

The costs for the state rate of tuition charged by educational institutions shall be reimbursed to Head Start paraprofessionals in accredited programs to

earn or update CDA credentials. For those enrolled in the CDA program, the CDA must be completed within two (2) years of starting the program

earn an associate or baccalaureate degree in early childhood education.

Reimbursement will also be provided to those who complete Continuing Education Units (CEUs) as required for their positions. The approval of reimbursement shall be solely at the discretion of the Head Start Director, based on the needs of the Head Start program.

The employee shall be required to provide documentation of enrollment and successful progress (a grade of "C" or better) in courses that are part of the curriculum leading to a CDA, associate or baccalaureate degree in the area of early childhood education. Paraprofessionals who participate in this program to receive financial assistance to pursue degrees shall sign an agreement to repay costs of any course that has not been successfully completed with a grade of "C" or better.

Individuals who have not completed these educational requirements in accordance with the Head Start Act shall be reassigned to positions within the district for which they are qualified.

Individuals who receive financial assistance under the Head Start Act shall:

be responsible for giving the Head Start designee an update on progress toward CDA or degree every 6 months

teach or work in a Head Start program for a minimum of three (3) years after receiving the degree; or repay the total or a prorated amount of the financial assistance received based on the length of service completed after receiving the degree.

**SUMMER SCHOOL FOR BUS DRIVERS:** Any regular driver who is called for summer school occasional driver will be paid their regular hourly rate.

**RECRUITMENT BONUS:** Any employee who recruits a regular full time employee shall be eligible for a one-time bonus of \$100 subject to the following provision: recruit must maintain 6 months continuous employment.

**PAYROLL DEPOSIT:** Employees shall have the option to select automatic payroll deposit. Employees hired after December 1, 2013, shall be paid via automatic payroll deposit.

**EMERGENCY PAY PRACTICES:** During declared emergency situations when it has been determined by the Superintendent that all employees will be paid without reporting to work, employees that are called to work shall:

Receive their regular pay and additional pay at their regular hourly rate.

Be paid twice their hourly rate after forty hours.

Receive the higher pay grade rate of pay at their current level when assigned to work in a higher job classification.

# ARTICLE XXIII. INSERVICE AND PROFESSIONAL DEVELOPMENT

SPECIAL committee: a Support Personnel Employee Committee for Inservice and leadership (SPECIAL) shall be formed to review inservice and professional development offerings for employees holding all job descriptions represented by CCSPA. The special committee shall be comprised of up to five (5) members from CCSPA to include the CCSPA president and executive director, and up to five (5) from the district, the special committee may request others to assist the committee for purposes of information and resources. THE SPECIAL shall collaborate to develop a recommendation to THE DISTRICT PPC ~~be presented to the bargaining teams for CCSPA and the district no later than March 31, 2016.~~

Employee paid professional development: Charlotte Academy for Support Employees (CASE): In that the parties desire to improve student achievement, improve employee skill and knowledge, and appropriately compensate support employees, the following conditions and benefits as outlined constitute the entity name CASE (Charlotte Academy for Support Employees):

Purpose: CASE shall be professional development program (subject to collective bargaining) which shall provide a system of employee paid professional development which shall result in additional compensation for those support personnel who complete each tier of professional development.

## DEFINITIONS

CASE: An entity created by the Charlotte County Public Schools (CCPS) and the Charlotte County Support Personnel Association (CCPS) and is designed to enhance support personnel leadership and effectiveness in the workplace and provide appropriate compensation through a system of professional development and practical workplace application.

CEU: One Charlotte Education Unit (CEU). One CEU costs twenty-five dollars (\$25) paid by a support employee per twenty (20) hours of instruction and application.

Tier: Fifteen (15) CEUs (Three hundred (300) hours).

## PROGRAM COMPONENTS

CASE Compensation: Three hundred and fifty dollars (\$350) per year for each tier completed (four (4) maximum) for the life of the employee's employment with the CCPS and credited to the Florida Retirement System (FRS). Payment shall be made in the first regularly scheduled paycheck in October of each year. Any tier completed during a fiscal year shall entitle the employee to a full year's payment. No employee shall receive more than one (1) payment per tier per fiscal year.

Number of Tiers: There shall be a maximum of four (4) tiers for a maximum of one thousand four hundred dollars (\$1,400) per year per the life of the employees' employment with the CCPS.

Course Development: Instructors shall be compensated for course design as determined by the CASE Committee per course.

Instructor Pay: Instructors shall be compensated at the CAPE/CASE instructor rate as specified in the District's Salary Schedule.

Method of Payment: Employees may pay the full amount by credit card or through payroll deduction in an amount to be determined annually by the parties.

Dropped Course Procedures: Tuition shall be not reimbursable after the designated drop date for each course. Tuition shall, however, be credited toward future courses. When the district contracts out for services, the drop procedures for that course shall be determined by the vendor.

Support Employee Assistance Plan (SEAP): Support employees in a performance improvement program may be required to take a CASE course as part of the program. It shall be the employee's option to either pay for the course under the CASE guidelines and receive CEU credit or take the course without payment and receive no CEU credit.

Role of the CASE Committee: The CASE Committee shall be the governing body for all matters not covered in the collective bargaining agreement regarding CASE. Specifically, the CASE Committee shall act as the parent committee of CASE and shall be responsible for, but not limited to, determining the courses to be offered, recommending changes in the collective bargaining agreement, and determining and enacting program changes.

## ARTICLE XXIV. EMERGENCY CALL-OUT

In the event that an emergency call-out becomes necessary, the diagram found in Appendix "B" shall govern the procedures to be followed. Critical need positions shall be identified and the employees who will commit to fill those positions by July 1<sup>st</sup> of each year.

# XXV: INSURANCE

GROUP HOSPITALIZATION: For the term on the contract the Board shall contribute toward the cost of group hospitalization insurance, as negotiated annually, for all full-time employees.

Employees hired on or after January 01, 2011, and who work less than 35 hours per week will receive the following prorated contributions toward group hospitalization, life insurance, and flexible benefit plans:

30- less than 35 hours per week = 75% of the Board's contribution;

20- less than 30 hours per week = 50% of the Board's contribution.

Minimum Level for Flex Spending Account will be \$200 per month.

Any current employee (hired prior to January 01, 2011) whose hours or position(s) are reduced or increased shall be held harmless from the (benefit reduction) language of 1-3 and shall receive the benefit package provided to employees who work more than 35 hours per week.

## LIFE INSURANCE

For the term of the contract, the Board shall contribute as its total contribution the amount required to provide for each full-time employee a twenty -dollar (\$20,000) term life insurance policy.

Any reductions in coverage based on age shall be in accordance with ADEA.

FLEXIBLE SPENDING ACCOUNTS (FSA): The Board shall contribute an annually negotiated amount to employees who opt for the FSA program in lieu of hospitalization.

Health insurance "OPT-OUT" flexible spending account (FSA):

Eligibility: an employee may elect to 'Opt-out' of the district health insurance under the options listed below and in accordance with IRS rules.

Opt-out election: a qualified employee shall acknowledge reasons for Opt-out when applying electronically for participation in the Opt-out, and must also acknowledge the reason(s) on an annual basis during the open enrollment period for each plan year.

Revocation of Opt-out: an employee who loses his/her alternate health insurance coverage may re-enroll in the district insurance program within 30 days of losing the alternate coverage. The employee shall provide written documentation and shall immediately begin contributing the employee portion toward the cost of the health insurance coverage via payroll deduction.

Opt-out enrollment date and eligibility for benefits: the benefit level for each participating employee is determined by their date of hire and the date of the most recent current continuous participation in the Opt-out program. An employee who began participation in the opt-Out FSA prior to January 1, 2011, but who drops out of the Opt-out FSA then re-enters the Opt-out FSA at another date, will be subject to the benefit level for those who begin participation during that time period for example: an employee hired prior to January 1, 2011 began participation prior to January 1, 2011 at a benefit level of \$4,164. This employee dropped participation in 2013, but notifies the district to re-enter the Opt-out program effective January 1, 2016. The employee's benefit when re-entering the program in 2016 is reduced to \$2,472 in accordance with provisions in Paragraph C, below.

Current employees hired prior to January 1, 2011 and currently participating in the FSA beginning prior to January 1, 2011, shall be eligible for up to \$4,164 in Opt-out contribution funds per year in lieu of district health insurance coverage. No current employee hired prior to January 1, 2011 and currently and continuously participating in the Opt-out FSA prior to January 31, 2011, shall receive a percentage reduction in the eligible amount of the Opt-out contribution funds under this Opt-out provision.

The employee may direct Opt-out contribution funds to the Opt-out health care FSA in accordance with IRS rules, currently, the maximum amount for a health care FSA for calendar year 2016 is \$2,550. The employee must first direct Opt-out contribution funds to long-term disability and life (the employee may select the amount of life insurance coverage).

After that designation, the employee may direct remaining funds to the following in this order:

--dependent FSA (up to \$5,000 or up to \$2,550 if filing separately for tax purposes) an employee who has funds remaining after directing funds to the dependent FSA will be required to participate in the health care FSA to maximize their available funds, or lose the employer match up to \$1,025. Any remaining funds after the up to \$1,025 match amount will be available for the cash payment (number 2 below)

--health care FSA (minimum \$500 employer startup contribution ) the employer will match up to \$1,025 of the employee salary reduction contribution: any amount less than the \$1,025 employer match will be lost to the employee.

--dental and/or vision

2. Cash payment of remaining Opt-out contribution funds:

Remaining Opt-out contribution funds will be paid in 24 equal installments over the calendar year, less a 10% administrative fee (for social security and Medicare). The monies are considered wages for purposes of social security and Medicare, but are not considered wages for purposes on the FRS.

CASH ONLY OPTION- 100 PER MONTH CASH OPTION (LESS THE COST OF REQUIRED LIFE AND LONG-TERM DISABILITY) SHALL BE PAID ONCE MONTHLY. ONCE THIS OPTION IS SELECTED, THERE CAN BE NO RETURN TO THE FSA OPTION INCLUDING PREVIOUS AMOUNT/MATCH. THE EMPLOYEE MAY RETURN TO ONE OF THE HEALTH PLANS IN ACCORDANCE WITH STATUTE AND IRS RULES.

HEALTH SAVINGS ACCOUNT (HSA) INCENTIVE

FOR THE 2018 INSURANCE PLAN YEAR ONLY, THE DISTRICT WILL MAKE A ONE-TIME CONTRIBUTION TO AN HSA FOR EACH EMPLOYEE ENROLLED AS OF JANUARY 1, 2018 IN ONE OF THE THREE IDENTIFIED HIGH DEDUCTIBLE HEALTH PLANS (HDHP). THE EMPLOYEE'S HSA WILL BE FULLY-FUNDED EFFECTIVE JANUARY 1, 2018 FOR THOSE ENROLLED AS OF JANUARY 1, 2018. THE HSA FUNDING WILL BE PRORATED THROUGH THE REMAINDER OF 2018 FOR EMPLOYEES HIRED AFTER JANUARY 1, 2018, BUT WHO STILL QUALIFY FOR BENEFITS. THE HSA ACCOUNTS WILL CONFORM TO IRS REGULATIONS AND SHALL BELONG TO THE INDIVIDUAL EMPLOYEE, EVEN IF THE EMPLOYEE SEVERS EMPLOYMENT WITH THE DISTRICT. THE ONE-TIME CONTRIBUTION INTO THE HEALTH SAVINGS ACCOUNT (HSA) SHALL BE AS FOLLOWS:

HDHP 1500- \$0

HDHP 3000- \$750

HDHP 4500- \$1000

HDHP 6650- \$2000

TOBACCO SURCHARGE

EMPLOYEES WHO USE TOBACCO PRODUCTS WILL BE REQUIRED TO PAY AN ADDITIONAL MONTHLY SURCHARGE OF \$50 FOR THEIR MEDICAL INSURANCE. AN EMPLOYEE WHO HAS USED A TOBACCO PRODUCT(S) ANY TIME WITHIN THE LAST 60 (SIXTY) DAYS WILL BE CONSIDERED TO BE A USER OF TOBACCO PRODUCTS. THE TOBACCO SURCHARGE (\$50 PER MONTH) WILL BE ENFORCED THROUGHOUT

THE ENTIRE PLAN YEAR, UNLESS THE EMPLOYEE MEETS THE REQUIREMENTS OF THE AFFORDABLE CARE ACT FOR A CHANGE IN HIS OR HER STATUS. EMPLOYEES WILL BE ABLE TO UPDATE THEIR TOBACCO STATUS BETWEEN JANUARY 1 AND OCTOBER 15 OF EACH YEAR FOR THE FOLLOWING PLAN YEAR. BY FAILING TO DISCLOSE TOBACCO STATUS OR BY NOT COMPLETING THE FORM, AN EMPLOYEE WILL BE ASSESSED THE \$50 MONTHLY DEFAULT CHARGE, THE SAME AS A SELF-IDENTIFIED TOBACCO USER.

#### HEALTH INSURANCE PLAN

THE DISTRICT WILL OFFER EMPLOYEES A CHOICE OF FOUR HIGH DEDUCTIBLE HEALTH INSURANCE PLANS FOR THE 2018 INSURANCE YEAR. THE DESCRIPTION OF THE PLANS IS FOUND IN THE BENEFITS WISE BOOKLET FOR THE 2018 PROVIDED BY THE DISTRICT. SPECIFIC PLAN DESCRIPTIONS CAN BE FOUND ON THE DISTRICT WEBSITE.

#### EACH PLAN WILL INCLUDE:

WELLNESS CREDIT OF \$50 PER MONTH

TOBACCO SURCHARGE OF \$50 PER MONTH

TELE-DOC SERVICE (FIXED FEE PER USE; ANY PAYMENTS WILL CONTRIBUTE TOWARD MEETING PLAN DEDUCTIBLE)

PREVENTATIVE CARE (PHYSICALS, WELL WOMAN, WELL CHILD); ZERO DOLLAR (\$0) COST;

PREVENTATIVE LABS COVERED

EMPLOYEE IS RESPONSIBLE FOR ALL OUT-OF-POCKET COSTS UNTIL DEDUCTIBLE IS MET (INCLUDES DOCTOR VISITS AND PRESCRIPTION COSTS)

ADDITIONALLY, THE DISTRICT WILL OFFER SECONDARY MEDICAL PLANS TO THE HIGH DEDUCTIBLE PLANS PROVIDING SUPPLEMENTAL COVERAGE MEDICAL PLAN (HOSPITAL INDEMNITY, CRITICAL ILLNESS, ACCIDENTAL). SUCH COVERAGE SHALL BE AVAILABLE THROUGH PAYROLL DEDUCTION, AND ARE FULLY FUNDED BY THE EMPLOYEE.

#### THE BOARD WILL CONTRIBUTE TOWARD EACH HEALTH INSURANCE PLAN AS FOLLOWS:

\$585.96 MONTHLY- EMPLOYEE ONLY

\$749.80 MONTHLY- EMPLOYEE/SPOUSE

\$753.72- EMPLOYEE/CHILD(REN)

\$804.92- EMPLOYEE/FAMILY

# ARTICLE XXVI: HEAD START / EARLY HEAD START

The CFEA, CCSPA and THE DISTRICT agree to establish a separate section in each bargaining unit agreement for positions covered by head start and early head start to provide more autonomy for these program both in staffing and funding. The intent of the parties in establishing these separate provisions in the respective contracts, it to recognize these programs as being self-sufficient, relying on funding from the grants received the by the district specifically for head start and early head start, including in-kind support from the district, without the need for additional funding from the district general fund and other k-12 resources.

~~SPECIALISTS: THE PARTIES AGREE THAT FOUR (4) SPECIALIST POSITIONS WILL BE CREATED TO REPLACE FOUR (4) CURRENT BARGAINING UNIT POSITIONS (TWO CCSPA, TWO CFEA). THE NEW JOB DESCRIPTIONS ARE ATTACHED AS PART OF THIS MOU. THE NEW (SUCCESSOR) POSITIONS WILL REPORT DIRECTLY TO THE COORDINATOR OF DISTRICT PRE-K PROGRAMS. THE PARTIES AGREE EACH OF THESE FOUR SPECIALIST POSITIONS WILL BE PAID ON THE CONFIDENTIAL, PROFESSIONAL, SUPERVISORY & MANAGERIAL SALARY SCHEDULE AT PAYGRADE J THE NEW~~

~~NEW (SUCCESSOR) POSITION PREVIOUS BARGAINING UNIT POSITION~~

~~HS Educational Specialist (213 days, 8 hrs) Head Start Resource Teacher – CFEA – Jeanine Lalli (193 days, 7 hrs) HS Disabilities Services Specialist 213 days, 8 hrs) Educational Resource Teacher – CCSPA – Cleo Presley (193 days, 7.5 hrs) Health Services Specialist (213 days, 8 hrs) Health Services Manager (Nurse) – CCSPA – Glenn Capo (220 days, 8 hrs)~~

~~Family Services Specialist (213 days, 8 hrs) Family Services Coordinator – CFEA – Karen James – 193 days, 7 hrs)~~

~~GRANDFATHERED EMPLOYEES: THE PARTIES FURTHER AGREE THAT BARGAINING UNIT MEMBERS CURRENTLY HOLDING EACH POSITION SHALL HAVE THE PREROGATIVE OF MAINTAINING THEIR CURRENT BARGAINING UNIT REPRESENTATION WITH THEIR RESPECTIVE UNION OR MOVING TO NON-BARGAINING UNIT STATUS. IF THE EMPLOYEE CHOOSES TO REMAIN A MEMBER OF THEIR RESPECTIVE BARGAINING UNIT, THIS “GRANDFATHERED” STATUS SHALL APPLY ONLY FOR AS LONG AS THE CURRENT EMPLOYEE HOLDS THE SUCCESSOR POSITION OR TRANSFER TO ANOTHER BARGAINING UNIT POSITION IN ACCORDANCE WITH THE RESPECTIVE CONTRACT. THE GRANDFATHERED EMPLOYEE SHALL ALSO HAVE THE RIGHT TO AGREE TO THE CHANGE IN DAYS AND HOURS FOR THE NEW SPECIALIST POSITION, OR TO REMAIN ON THE CURRENT SCHEDULE.~~

When a grandfathered employee vacates their (grandfathered) specialist position, the position shall revert to a non-bargaining unit position. A grandfathered employee shall not evaluate, supervise, or otherwise effectively hire, or fire other bargaining unit members. The employee may, however, supervise the workflow as a team member or crew leader bargaining unit position. Grandfathered employees shall be under the direct supervision of the coordinator of district pre-k programs who shall also be responsible to evaluate these employees.

## CFEA GRANDFATHERED EMPLOYEES

During the period a currently CFEA grandfathered employee continues in the bargaining unit, the CFEA employee(s) shall continue to be paid in accordance with the CFEA contract and enjoy all other provisions of the contract as all other CFEA bargaining unit members, including rights in case of a RIF or

unit loss, and shall be considered a “teacher on assignment” during the period of head start grandfather status for these purposes.

CCSPA grandfathered employees: during the period a currently CCSPA grandfathered employee continues in the bargaining unit, a new paygrade 25 column shall be added to the classified employee salary schedule. This column shall exactly mirror the current j column on the confidential pay schedule. The “grandfathered” employee shall move to the pay grade 24 column at the same level (a-w) the employee currently holds. This new salary placement reflects the revised job description and duties and a reclassification from the old job description to the new job description. The CCSPA grandfathered employee shall enjoy all other provisions of the contract as all other CCSPA bargaining unit members, including rights in case of a rif or unit loss, and shall be considered a paraprofessional ii during the period of head start grandfather status for these purposes.

#### AGREEMENT TWO: HEAD-START TEACHER AND HEAD-START ASSISTANT

THE CCSPA AND THE DISTRICT AGREE THAT THREE (3) NEW JOB DESCRIPTIONS, HEAD-START TEACHER (AA – ASSOCIATE OF ARTS), HEAD-START TEACHER (BACHELOR OF ARTS DEGREE), AND HEAD-START ASSISTANT SHALL REPLACE PREVIOUSLY IDENTIFIED PARA I AND PARA III JOB DESCRIPTIONS. (JOB DESCRIPTIONS ATTACHED.) THE COMPENSATION SPECIFIC TO THESE JOB DESCRIPTIONS SHALL BE DETERMINED IN THE ATTACHED SEPARATE HEAD-START PAY SCHEDULE WHICH SHALL BE SEPARATE FROM THE CLASSIFIED SALARY SCHEDULE THAT APPLIES TO ALL OTHER CLASSIFIED BARGAINING UNIT MEMBERS REPRESENTED BY CCSPA.

CCSPA GRANDFATHERED EMPLOYEES: ANY CURRENT (GRANDFATHERED) EMPLOYEE WHOSE PREVIOUS JOB DESCRIPTIONS CAUSES HIM/HER TO MIGRATE TO THE HEAD-START PAY SCALE (AT END OF THIS MOU) SHALL MOVE TO THE NEW SCHEDULE AT THE APPROPRIATE PAY GRADE (COLUMN) AT THE SAME LEVEL (A-P) THE EMPLOYEE CURRENTLY HOLDS. THIS NEW SALARY PLACEMENT REFLECTS THE REVISED JOB DESCRIPTION AND DUTIES AND A RECLASSIFICATION FROM THE OLD JOB DESCRIPTION TO THE NEW JOB DESCRIPTION. SUCH SALARY SCHEDULE MOVEMENT SHALL BE RETROACTIVE TO THE FIRST DAY OF WORK FOR THOSE AFFECTED BARGAINING UNIT MEMBERS EFFECTIVE JULY 1, 2015. IN CASE OF A RIF OR UNIT LOSS, A HEAD-START GRANDFATHERED EMPLOYEE SHALL BE CONSIDERED A PARAPROFESSIONAL II FOR THE PURPOSE OF CONTINUATION OR EMPLOYMENT. ANY CHANGE SHALL NOT REFLECT A REDUCTION IN PAY.

#### CURRENT EMPLOYEE

AGREEMENT THREE: HEAD-START PAY SCALE: CCSPA AND THE DISTRICT AGREE TO THE FOLLOWING HEAD-START PAY SCALE AS DESCRIBED ABOVE FOR THE POSITIONS HEAD-START ASSISTANT, HEAD-START TEACHER (AA) AND HEAD-START TEACHER (BA). THE HEAD-START PAY SCALE SHALL HAVE LEVELS/STEPS FROM A TO P, AND SHALL BE CALCULATED AT .025 BETWEEN LEVELS, PARALLELING THE STRUCTURE OF THE CLASSIFIED PAY SCHEDULE.

INCREASES ON HEAD-START PAY SCALE – grandfathered employees and new employees: the parties agree that future compensation increases and/or awarding of levels (steps) shall be negotiated within the context of the head start funding, including district support. The negotiation of this compensation shall be separate from the district classified salary schedule, and head start employees may receive greater increases or may receive lesser increases than the district classified salary schedule negotiations may provide. The district agrees to request the maximum amounts allowable under head start funding for cola and/or other compensation increases. The parties further agree that all other provisions of employment (e.g. insurance, determination of holidays, etc.) shall be in accordance with the CCSPA contract unless otherwise agreed between the parties.

The current ccspa-represented employees in the head start teacher – ba, head start teacher – aa, or head start assistant, may choose to go to the head-start salary schedule (below). Future increases in the head start salary schedule (percentage, level/step) will be subject to negotiations and will be separate from future increases negotiated for the classified salary schedule. Increases pursuant to the change to the head start salary schedule shall be retroactive to august 10, 2015.

A current ccspa-represented employee in these same job descriptions who choose to remain on the classified salary schedule shall only receive increases negotiated for the classified salary schedule. Each employee shall designate his/her choice within then (10 days) following the signatures to this memorandum of understanding.

**REPLACE CHART WITH 9-25-17 VERSION**

ASSOCIATE				
	15-16	16-17	A1	A2
A	13.00	13.23	13.32	13.45
B	13.32	13.56	13.65	13.79
C	13.66	13.91	14.01	14.15
D	14.00	14.25	14.35	14.49
E	14.35	14.61	14.71	14.86
F	14.70	14.96	15.06	15.21
G	15.07	15.34	15.45	15.60
H	15.45	15.73	15.84	16.00
I	15.84	16.13	16.24	16.40
J	16.23	16.52	16.64	16.80
K	16.64	16.94	17.06	17.23
L	17.05	17.36	17.48	17.66
M	17.49	17.79	17.91	18.09
N	17.92	18.24	18.37	18.55
O	18.37	18.70	18.83	19.02
P	18.82	19.16	19.29	19.49

BA				
	15-16	16-17	A1	A2
A	16	16.29	16.40	16.57
B	16.4	16.7	16.82	16.98
C	16.81	17.11	17.23	17.40
D	17.23	17.54	17.66	17.84
E	17.57	17.89	18.02	18.19
F	18	18.32	18.45	18.63
G	18.46	18.79	18.92	19.11
H	18.92	19.26	19.39	19.59
I	19.4	19.75	19.89	20.09
J	19.88	20.24	20.38	20.58
K	20.38	20.75	20.90	21.10
L	20.89	21.27	21.42	21.63
M	21.41	21.8	21.95	22.17
N	21.94	22.33	22.49	22.71
O	22.5	22.91	23.07	23.30
P	23.06	23.48	23.64	23.88

ASSISTANT				
	15-16	16-17	A1	A2
A	11.11	11.31	11.39	11.50
B	11.4	11.61	11.69	11.81
C	11.69	11.9	11.98	12.10
D	11.99	12.21	12.30	12.42
E	12.29	12.51	12.60	12.72
F	12.59	12.82	12.91	13.04
G	12.91	13.14	13.23	13.36
H	13.24	13.48	13.57	13.71
I	13.57	13.81	13.91	14.04
J	13.9	14.15	14.25	14.39
K	14.25	14.51	14.61	14.76
L	14.61	14.87	14.97	15.12
M	14.97	15.24	15.35	15.50
N	15.36	15.64	15.75	15.91
O	15.75	16.03	16.14	16.30
P	16.13	16.42	16.53	16.70

1A

	<u>15-16</u> <u>1A</u>	<u>16-17</u>	<u>A1</u>	<u>A2</u>
A	11.50	11.71	11.94	12.06
B	11.66	11.87	12.11	12.23
C	11.82	12.03	12.28	12.40
D	11.99	12.20	12.45	12.57
E	12.15	12.37	12.62	12.74
F	12.32	12.54	12.79	12.92
G	12.49	12.72	12.97	13.10
H	12.66	12.89	13.15	13.28
I	12.84	13.07	13.33	13.46
J	13.02	13.25	13.52	13.65
K	13.20	13.43	13.70	13.84
L	13.38	13.62	13.89	14.03
M	13.56	13.81	14.09	14.22
N	13.75	14.00	14.28	14.42
O	13.94	14.19	14.48	14.62
P	14.14	14.39	14.68	14.82

1B

	<u>15-16</u> <u>1b</u>	<u>16-17</u>	<u>A1</u>	<u>A2</u>
A	11.00	11.20	11.42	11.54
B	11.15	11.35	11.58	11.69
C	11.30	11.51	11.74	11.85
D	11.46	11.67	11.90	12.02
E	11.62	11.83	12.06	12.18
F	11.78	11.99	12.23	12.35
G	11.94	12.16	12.40	12.52
H	12.11	12.33	12.57	12.70
I	12.28	12.50	12.75	12.87
J	12.45	12.67	12.92	13.05
K	12.62	12.85	13.10	13.23
L	12.79	13.02	13.28	13.41
M	12.97	13.20	13.47	13.60
N	13.15	13.39	13.65	13.79
O	13.33	13.57	13.84	13.98
P	13.52	13.76	14.04	14.17

RECLASSIFICATION FOR CCSPA BARGAINING UNIT MEMBERS: THE CCSPA AND CCPS, AS A CONDITION OF THIS MEMORANDUM OF UNDERSTANDING, AGREE TO DISCUSS A PROCESS FOR CONSIDERING CHANGES IN OTHER CCSPA MEMBER'S JOB DESCRIPTIONS, SUBJECT TO BOTH PARTIES' AGREEMENT.

# ARTICLE XXVII: PAYROLL DEDUCTIONS

## ASSOCIATION DUES

**Authorization:** The Board shall deduct the dues and uniform assessments of the Association from the pay of any employee who authorizes such deductions in keeping with appropriate Florida statutes. The Association shall furnish to the Board a signed and completed dues authorization card that specifies that the dues are to be deducted as specified on a dues authorization certification list that will be forwarded to the Board by the Association with each request for individual or group deduction.

**Board Held Harmless:** Said authorization card shall also contain a hold harmless clause as follows: The Association and the employee whose name appears hereon do hereby mutually and severally agree that the Board shall be indemnified and held harmless against any and all claims, demands, suits, torts, or other form of liability that conceivably could arise out of or by reason of action taken or not taken by the board in reliance on information supplied by the Association to the Board for the purpose of complying with this provision.

**Changes:** It shall be the responsibility of the Association to keep the Board apprised of employee status changes and/or new members as such changes occur and to update the certification list every six (6) months from the date of first dues deduction in any school year.

**Transmittal:** Dues collected by the Board through payroll deductions shall be transmitted to the Association not later than five (5) calendar days from the end of the pay period in which dues deductions were made.

**Limitations:** Dues shall not be collected from an employee after termination of employment nor shall partial dues be deducted from an employee in any payroll period in which the member's net earnings for that period after other deductions are less than the amount of dues to be collected.

**Time of Request:** Dues deduction authorization requests shall be submitted to the Board by the tenth day prior to any pay period. If said authorization requests are not submitted on that date, said deductions shall be effective as of the following pay period.

**Board Fee:** The Board shall have the right to assess a fee to be paid by the Association for dues deduction and uniform assessments. The fee amount will be negotiated between the parties at the option of the Board throughout the term of this contract.

**Duration:** Dues deductions shall be in force and effect during the term of this contract.

**OTHER VOLUNTARY DEDUCTIONS:** Upon receipt of signed, written authorization from any employee, the Board will withhold specified amounts from the pay of such employee and, within ten (10) days or such other time as may be requested, will pay such withheld amounts for the following purposes:

**Tax Sheltered Annuity:** Deductions will be paid to annuity companies already approved by the Board or to any new annuity companies designated by at least five percent (5%) of all employees of the Board.

**Credit Union**

**Insurance:** Deductions will be made for insurance programs currently approved for payroll deduction and for such other programs as the parties designate.

**TERMINATION OF VOLUNTARY DEDUCTIONS:** An employee may terminate any voluntary payroll deduction at any time by giving written notice to the Board's payroll officer. Such notice shall become effective not later than ten (10) days after it is received by the payroll officer. The employee should also notify the Credit Union or the Association if such deductions are terminated.

**EQUAL AMOUNTS:** Voluntary payroll deductions authorized by an employee will be deducted from each paycheck in equal amounts when it is practical to do so. If the employee's net wages in any paycheck are not sufficient to pay the authorized deductions, no voluntary deductions will be made. If the employee then receives a second paycheck in the same month, double deductions will be made if the net wages are adequate.

**CONTINUATION OF BENEFITS:** Any employee granted a leave of absence, drawing from Workers Compensation, receiving disability benefits, or who is vested for retirement in a Florida retirement system but has opted to take a deferred retirement and is not actively working shall be entitled to continue insurance coverage during the time they are not actively at work provided that the premiums for such insurance coverage shall be paid by the employee according to procedures developed by the Board and in conformity with any provisions for waiver of premium which may be in effect for such coverage. Retired employees shall have the right to continue group health insurance coverage for themselves and their dependents provided the premiums for such coverage shall be paid by the employee according to procedures developed by the Board.

# ARTICLE XXVIII. GRIEVANCE PROCEDURE

## DEFINITIONS

**Grievance:** An allegation by a grievant that there has been a misinterpretation or misapplication of a provision of this contract.

**Grievant:** In the event of an Association grievance, at least one (1) bargaining unit worker shall be listed that is impacted by the alleged misinterpretation or misapplication of a provision of this contract.

**Days:** A day on which an employee is or was working or scheduled to work. For a grievant who does not work during the summer break, any workday of the Superintendent shall be considered a workday of the grievant for determining time limits for grievances occurring but not resolved before the start of the summer break.

**TIME LIMITS:** All stated time limits shall be the maximum time limits for grievance processing. In any grievance, each party shall be entitled to one (1) automatic extension of time up to a maximum of ten (10) days if a written request for an extension of time is submitted within the original time limit. Further extensions may be granted by mutual agreement at Level One or Level Two. The failure of a supervisor, principal, or other management representative to respond to a grievance with the time limits stated shall be considered a denial of the grievance at that level. The day a grievance occurred shall be counted as the first day. Actions or responses required may be taken anytime before five o'clock P.M. on the last day of any time limit or extension thereof. Failure of the grievant to comply with any time limit or extension thereof shall render the grievance untimely and shall be grounds for denial of the grievance.

**REPRESENTATION:** The grievant or the appropriate administrator involved may have representation at any level of the grievance procedure. Either party may be represented by an attorney at any level but must first give the other party two (2) days advance notice of their intent to be represented by an attorney.

**REPRISAL:** Neither the Board nor the Association shall take any reprisal against any grievant for filing, failure to file, or withdraw a grievance at any time.

**FILING:** Grievances must be filed by a grievant on the negotiated form within thirty calendar days of the date on which the grievant knew or should have known of the action, or lack of action, that is the basis for the grievance. Grievance forms must be fully completed and filed with the principal or immediate supervisor who has authority to resolve the grievance. Grievances will not be prepared or processed by grievant during working hours except with the consent of the principal or Superintendent.

**MEETINGS:** At the request of either party, at any level, both parties shall meet in an effort to resolve the grievance.

**PROCEDURE:** Grievances that comply with the foregoing requirements shall be processed according to the following procedures.

**Informal Level:** Before a dispute enters Level One, the grievant shall have thirty (30) calendar days from the time of the alleged incident to request a conference with the appropriate administrator to discuss and attempt to resolve the problem. This conference shall precede all other steps in the grievance procedure.

**Level One:** Within ten (10) days of the receipt of the properly submitted grievance, the principal or immediate supervisor shall respond to the grievant in writing as provided on the Grievance Response Form (Appendix D).

**Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One or if no disposition is timely made, the grievant may appeal the grievance to Level Two by properly completing the appeal section of the grievance form and submitting it to the Superintendent within ten (10) days of the written response or lack thereof from Level One. Such appeal, if timely filed, shall be answered by

the Superintendent within ten (10) days. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no disposition is timely made, the grievant may appeal the grievance to Level Three, Arbitration.

Level Three - Arbitration/Grievance Review Committee: If the grievant elects to utilize this process, the following rules shall apply:

The grievant must complete and submit the arbitration appeal section of the district grievance form to the Superintendent within fifteen (15) days from the receipt of the disposition at Level Two or lack thereof.

The grievant must also file a request for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days after submitting the appeal to the Superintendent as provided in paragraph 1 above, and send a copy to the Superintendent and to the Association if the Association is processing the grievance for the grievant.

An arbitrator will be selected according to the procedures of either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS).

The costs for the arbitrator shall be borne equally by the Board and the Association if representing the grievant or by the grievant if not represented by the Association. If a party withdraws from arbitration, the costs associated with the arbitrator shall, at the option of the remaining party, be borne by the party withdrawing, unless both parties agree mutually to withdraw, at which time costs shall be shared equally.

Either party shall be entitled to request a transcript of the proceeding at the requesting party's expense.

The other party may purchase a copy of said transcript if it chooses to do so. If both parties purchase transcripts, the cost will be shared equally. If the arbitrator requests a copy, such copy shall be forwarded, and the cost shall be borne equally by the parties. If the Board first obtains a copy of the transcript, and the grievant then obtains a copy pursuant to the Public Records Act, the grievant shall reimburse the Board for one-half of the Board's cost for obtaining the transcript. The parties may agree not to have the testimony recorded if such agreement is made in advance of any arbitration hearing.

No party shall present new evidence after Level Two without apprising the other party of such material at least two (2) days before the new evidence is submitted. If either offers new evidence, the other party may reconsider its position stated at Level Two.

The arbitrator shall:

Hold a hearing with the parties within fifteen (15) days after the arbitrator has been chosen or as soon thereafter as the arbitrator can be available.

Establish reasonable rules of conduct for the hearing.

Inform the parties of said rules and procedures, and conduct the meeting.

Allow any party to submit post-hearing briefs on request and determine a reasonable time for submitting such briefs.

Provide the parties with a written decision within fifteen (15) days after the close of the hearing or after the receipt of post-hearing briefs, if any, or as soon thereafter as the schedule of the arbitrator permits.

With permission of the arbitrator, the above times may be extended.

By mutual agreement the parties may submit documentary evidence and argument to the arbitrator and request that a decision be made without a hearing.

The arbitrator's decision shall include findings of fact, reasoning, and conclusions on issues submitted.

The arbitrator shall not have the power to add to, subtract from, or in any way any term or provision within this contract, nor shall the arbitrator have the power to change any practice, policy, or rule of the Board.

The arbitrator shall refer back to the parties, without decision or recommendation on its merits, any grievance in which the arbitrator has no power to rule.

The decision of the arbitrator shall be final and binding upon the parties. However, no party waives its right to appeal such decision to the appropriate legal forum.

LETTERS OF REPRIMAND: Written allegations, letters of reprimand, and all other notices of disciplinary action shall be placed in a separate grievance file until the grievance timelines have expired or the grievance procedure is exhausted.

## ARTICLE XXIX. FORMS

The Board shall create and provide the necessary forms to implement the contract with the exception of the dues authorization and grievance forms that shall be provided by the Association. Such forms shall not change the meaning or application of the provisions of the contract.

# ARTICLE XXIX: FAIR PRACTICES

The Association will neither take nor threaten to take any reprisals, other than properly filed grievances or judicial challenges, directly or indirectly, against any supervisory or administrative personnel or Board member regarding the administration of this contract. The provisions of this contract shall be applied without regard to race, color, religion, national origin, age, sex, or marital status, providing however, that nothing in this contract shall prevent the Board from exercising the authority granted by Florida Statutes.

## XXXI. NO STRIKE CLAUSE

Differences between the Board and the Association shall be resolved by peaceful and appropriate means, without interruption of the school program. The Association will not condone, aid, or abet (directly or indirectly) any strikes, work stoppages, slowdowns, or any other concerted refusal to perform work by the employees covered by this contract during the term of this contract. Upon notification from the Board of any unauthorized work stoppage, the Association shall make public that it does not endorse work stoppage and will use its best efforts to end any unauthorized work stoppage. Such action by the Association shall be full performance of its obligation under this paragraph and shall free it from any further liability hereunder.

## XXXII. PRINTING AND DISTRIBUTION OF THE CONTRACT

Upon completion of contract negotiations and prior to the ratification process, the office of the Assistant Superintendent of Human Resources and Employee Relationships and the FEA representative for the CCSPA shall immediately meet for the purpose of final editing and contract sign-off.

Within one (1) month of ratification by all parties to this agreement, contracts shall be **POSTED ON THE DISTRICT WEBSITE.** ~~distributed according to the conditions as outlined below:~~

~~The contract shall contain the date of ratification and be signed by all the appropriate officials.~~

~~The school board shall assume any costs of printing and distribution.~~

~~Available electronic versions shall be formatted as "read-only."~~

~~All new employees shall receive a copy of the contract during processing upon request.~~

~~The contract shall be printed by the District print shop.~~

~~The office of the Assistant Superintendent for Human Resources & Employee Relationships and/or the designee shall be the official archivist for all collective bargaining agreements.~~

## XXXIII. SCHOOL CALENDAR

The Superintendent shall develop a proposed school calendar each year which shall be submitted jointly to the CCSPA and FEA for consideration at least fourteen (14) days before the proposed calendar is scheduled for consideration by the Board. If both Associations so request, the Superintendent will meet with both Associations' representatives to attempt to agree on a calendar to be recommended to the Board. The Associations jointly shall have the right to submit an alternative calendar or to submit requests for changes in the school calendar recommended by the Superintendent. Such alternative calendar or requests for changes will be submitted to the Board and will be considered by the Board before the Board adopts any school calendar.

# ARTICLE XXXIII. NEGOTIATIONS

**GROUND RULES:** The following ground rules shall govern all negotiations under this contract during its term:

**Selection of Teams:** Each party shall select its own team members, and each team shall possess all authority necessary to propose, counter propose, and tentatively agree to proposals or counterproposals subject to final ratification by the Board or Association membership as is applicable.

**Time of Next Meeting:** At each meeting the time and date of the next meeting will be determined.

**Location:** The location for negotiating sessions shall be mutually determined by the parties.

**Tentative Agreement:** All tentative agreements reached shall be reduced to writing, initialed by each Chief Negotiator or a designee, and each party shall have a copy of each initialed agreement when said agreement is made.

**PERMISSIVE REOPENING:** Either party may ask to reopen negotiations at any time on any item, but negotiations shall only be reopened by mutual agreement and then only on those subjects that are mutually agreed.

**SCHEDULED REOPENINGS:** Negotiations shall be reopened annually at the request of the Association, not sooner than March 1 of each year, except as mutually agreed. Negotiations will be limited to changes in wages, benefits, and four (4) non-monetary issues from both parties. The parties may bargain any items mutually agreed upon.

**SEVERABILITY CLAUSE REOPENING:** Negotiations may also be reopened as provided in Article XXXIV, Severability.

XXXIV. BUDGET ADVISORY COMMITTEE (BAC): The CFEA/CCSPA and CCPS agree to create a Budget Advisory Committee (BAC) with representation from all parties, not to exceed a total of 15 committee members, who will meet monthly (or as needed) to make recommendations for maintaining an operating budget that satisfies the interests of the employees and the board and exceeds the minimum percentages outlined in Florida Statutes.

The BAC shall function as an advisory body to the superintendent, making recommendations to clarify and prioritize potential budget actions. The BAC shall not supplant or otherwise assume collective bargaining authority.

BAC recommendations will be reached through procedures outlined in the Federal Mediation and Conciliation Service's (FMCS's) Interest-Based process. All committee members will be trained in the Interest-Based Process; any related costs will be absorbed by the district.

The BAC will strive for consensus. Should the BAC fail to reach consensus, it will then vote on proposed recommendations. The BAC will forward its recommendation(s), in writing to the superintendent. In the event there is no consensus, the majority and minority recommendations, with the accompanying voting count, shall be forwarded to the Superintendent.

The committee will include:

Three (3) CFEA Representatives appointed by CFEA president

Three (3) CCSPA Representatives appointed by CCSPA president

One (1) Confidential/Professional Representative\*

One (1) Supervisory/Managerial Representative\*

One (1) Administration Representative selected by the CCCLA

CFEA president

CCSPA president

Finance representative appointed by Superintendent

District chief negotiator

Superintendent

HR representative appointed by Superintendent

selection process to be determined by BAC in the event of a vacancy

No alternates will replace absent members. The Service Unit Executive Director is a non-voting member of the BAC.

There will be no quorum calls at BAC meetings.

Additional resource people may be invited to attend meetings for informational purposes but will not participate in decision making by members of the BAC.

The District shall designate and provide a recording representative who shall be responsible for meeting notification, publishing the BAC agenda prior to each meeting, recording the minutes of the meetings and publishing the minutes following the meetings.

All communications stemming from the Budget Advisory Committee's work will be issued jointly.

## ARTICLE XXXV. SEVERABILITY

If any provision of this contract is rendered illegal, unenforceable, or invalid by a decision of a court or of the Public Employees Relations Commission, or if any provision of this contract is in conflict with any law presently existing or hereafter enacted, such provision shall be deleted. The remainder of the contract shall not be affected but shall remain in full force and effect. The parties will meet at the request of either of them in order to negotiate any changes made necessary by the decisions or legislation referenced above. **THE DISTRICT AND THE ASSOCIATION WILL ATTEMPT TO RESOLVE ALL IDENTIFIED CONFLICTS WITHIN 90 (NINETY) CALENDAR DAYS OF THEIR IDENTIFICATION.**

## XXXVI. ZIPPER CLAUSE

The Board and the Association acknowledge that during the negotiations which resulted in this contract each had the right and opportunity to make proposals with respect to salaries, hours, and terms and conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. The Board and the Association for the life of this contract voluntarily and without qualifications waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this contract unless otherwise specified herein. This contract supersedes and cancels all previous written agreements based on alleged past practices between the Board and Association and constitutes the entire written contract between the parties. Agreement has been reached between the parties hereto including formal ratification of the terms herein by the Board, by the bargaining unit employees, and by the Association.

# ARTICLE XXXVII. TERM OF CONTRACT

This contract shall be in effect from July 1, ~~2013~~ 2016 through June 30, ~~2016~~ 2019. Negotiations for the full contract shall be reopened at the request of the Association, not sooner than March 1, ~~2016~~ 2019.

For the District CCSPA President

For the District CCSPA Negotiations Chairperson

For the District CCSPA Bargaining Team Member

For the District CCSPA Bargaining Team Member

For the District CCSPA Bargaining Team Member

For the District CCSEU Executive Director

For the District

For the District

Appendix A

Team Leader **SUPPLEMENTAL JOB DESCRIPTION**

Shall become an annual position effective 2015-16

(Note: not every position shall perform all these duties)

Opens and closes the workplace each day as directed.

Distributes work orders, business paperwork, and other materials to the members of the team as directed by the supervisor and or designee. Post all pertinent information.

Review and assure projects and/or work orders are completed satisfactorily. If not, resubmit back to appropriate staff member.

Monitors team projects, work orders for compliance and safety as directed by the supervisor and or designee.

Serves as the team liaison with the supervisor and or designee to facilitate completion of team projects, work orders, etc. Reviews to assure compliance and safety.

Serves as a resource for the team in the completion of team projects, work orders, etc.

Each of the teams will consist of Englewood Zone, Murdock Zone, (2) Punta Gorda Zones.

Monitors and assures areas are cleaned and kept safe and secure at all times.

Monitors, coordinates, with supervisor and or designee, the ordering of materials/resources necessary to complete projects, work orders, etc.

Advise supervisor and or designee of safety issues.

Advise supervisor and or designee of issues involving uncompleted and or completed projects, work orders, etc.

Performs other related duties.

**TEAM LEADER COMPENSATION**

The parties to this agreement are the Charlotte County Public Schools (CCPS) and the Charlotte County Support Personnel Association (CCSPA).

The CCSPA is the certified bargaining agent for all non-instructional classified personnel in Charlotte County Public Schools and has a collective bargaining agreement in full force and effect with the CCPS.

This Memorandum of Understanding codifies the agreement between the parties as a result of negotiations to determine Team Leader compensation beginning July 1, 2015 and as modified thereafter through collective bargaining between the parties.

The Team Leader compensation prior to this agreement is as follows:

2-3 team members \$1,900

4-6 team members \$2,150

7 plus team members \$2,400

Effective July 1, 2015, the parties agree each Team Leader shall be compensated \$1,000 as the base compensation for each year. In addition, the Team leader shall receive \$350 per person per year or partial year for each additional team member assigned to his/her team.

For purposes of comparison only, the following is instructive for Teams consisting of the following numbers:

Team Leader + 1 additional member = \$1,000 + \$350 = \$1,350

Team Leader + 2 additional members = \$1,000 + \$350 + \$350 = \$1,700

Team Leader + 3 additional members = \$1,000 + \$350 + \$350 + \$350 = \$2,050

Team Leader + 4 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 = \$2,400

Team Leader + 5 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 = \$2,750

Team Leader + 6 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 = \$3,100

Team Leader + 7 additional members = \$1,000 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 + \$350 = \$3,450

APPENDIX XXXX- HEALTH INSURANCE PREMIUM RATES FOR CALENDAR YEAR 2018

<b>EMPLOYEE ONLY</b>	<b>HDHP 1500</b>	<b>HDHP 3000</b>	<b>HDHP 4500</b>	<b>HDHP 6650</b>
Total Plan Cost	\$663.65	\$599.88	\$564.47	\$545.72
District Contrib.	\$585.96	\$585.96	\$585.96	\$585.96
Employee Contrib.	\$27.69	\$-36.08	\$-71.49	\$-90.24

**EMPLOYEE/SPOUSE**

Total Plan Cost	\$1,493.21	\$1,249.73	\$1,270.06	\$1,227.86
District Contrib.	\$ 749.80	\$ 749.80	\$ 749.80	\$ 749.80
Employee Contrib.	\$ 693.41	\$ 549.93	\$ 470.26	\$ 428.06

**EMPLOYEE/CHILD(REN)**

Total Plan Cost	\$1,194.57	\$1,079.79	\$1,016.05	\$982.29
District Contrib.	\$ 753.72	\$ 753.72	\$ 753.72	\$753.72
Employee Contrib.	\$ 390.85	\$ 276.07	\$ 212.33	\$178.57

**EMPLOYEE/FAMILY**

Total Plan Cost	\$1,825.04	\$1,649.67	\$1,552.29	\$1,500.72
District Contrib.	\$ 804.92	\$ 804.92	\$ 804.92	\$ 804.92
Employee Contrib.	\$ 970.12	\$ 794.75	\$ 697.37	\$ 645.80

**TENTATIVE AGREEMENT**

**Between**

**CHARLOTTE COUNTY PUBLIC SCHOOLS (CCPS)**

**And**

**CHARLOTTE COUNTY SUPPORT PERSONNEL ASSOCIATION (CCPSA)**

**2016-2019 Contract**

Charlotte County Public Schools (CCPS, the District), and Charlotte County Support Personnel Association (CCSPA), have reached a Tentative Agreement for a 2016-2019 successor agreement to be effective July 1, 2016 through June 30, 2019. This Tentative Agreement as well as this cover memorandum are considered part and parcel to the Tentative Agreement and are likewise subject to ratification by the parties.

The Tentative Agreement has been initialed by the parties and is attached (electronic copies considered as the original).

In addition to the terms within the Tentative Agreement, the parties further agree:

1. Through the Employee Benefits Committee, the parties will continue to look at ways to expand covered drugs, procedures, availability, etc. District focus will be on prevention prescriptions, e.g., statins to lower cholesterol. Choices will be informed by recommendations from Marathon staff.
2. The District will make a one-time payment to CFEA and CCSPA employees identified in the FSA reimbursement discussions with CCSPA Bargaining Team member Marie Martineau (to include the remaining five or six employees who are required to provide their receipts). The District will pay qualified medical expense to the qualified amount, one time only.
3. In consideration of the agreements herein and upon ratification of all parties, CFEA agrees to withdraw resolution of the CFEA ESE Liaison Grievance (withdrawn, each party retaining respective positions, each party responsible for own costs); CFEA and CCSPA agree to withdraw the currently pending Unfair Labor Practice (withdrawn, each party retaining respective positions, each party responsible for own costs); CCSPA agrees to withdraw resolution of the CCSPA Brechtelsbauer/Wawryzniak grievance/arbitration (withdrawn, each party retaining respective positions, each party responsible for own costs).
4. The parties agree to consider employee-only District contribution amount for newly hired personnel beginning with the 2019 insurance (calendar) year. This shall be an item for discussion with the reopener for the 2018-19 contract between the parties.

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For the District / Date

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For CCSPA / Date

**CCSPA COMPENSATION—DISTRICT EMPLOYEES**

--Retroactive to July 1, 2017

--2% increase on salary schedule

--One level for those eligible (2.5%)

--19B Bus Driver pay grade starting salary (Levels A/B) to be corrected/split

--No increase on Bus Driver pay grade 19B as bus drivers received 5%-16% increase early—effective January 1, 2017

--Employees at Level W (not eligible for a level) will receive “off schedule” payment to bring total increase to 4%

	<del>10</del>	11	12	13	14	15	16	17	18	19	19B	20	21	22	23
A	<del>8.72</del>	9.18	9.68	10.21	10.74	11.33	11.94	12.60	13.27	13.98	14.35	14.75	15.53	16.37	17.26
B	<del>8.95</del>	9.42	9.93	10.47	11.03	11.63	12.25	12.91	13.61	14.34	14.70	15.12	15.93	16.79	17.71
C	<del>9.17</del>	9.66	10.19	10.72	11.31	11.92	12.57	13.24	13.96	14.72	15.07	15.50	16.35	17.23	18.16
D	<del>9.40</del>	9.91	10.44	11.01	11.60	12.23	12.88	13.59	14.31	15.09	15.45	15.90	16.76	17.67	18.63
E	<del>9.64</del>	10.17	10.70	11.28	11.88	12.54	13.21	13.93	14.68	15.46	15.84	16.30	17.19	18.11	19.09
F	<del>9.88</del>	10.41	10.98	11.56	12.18	12.84	13.55	14.27	15.03	15.85	16.23	16.70	17.62	18.55	19.57
G	<del>10.14</del>	10.67	11.25	11.85	12.48	13.17	13.88	14.64	15.41	16.25	16.65	17.13	18.05	19.00	20.06
H	<del>10.38</del>	10.94	11.53	12.14	12.79	13.50	14.22	14.99	15.80	16.65	17.06	17.55	18.50	19.49	20.57
I	<del>10.64</del>	11.22	11.82	12.45	13.12	13.84	14.59	15.37	16.20	17.07	17.49	17.99	18.95	19.98	21.07
J	<del>10.91</del>	11.50	12.11	12.76	13.44	14.18	14.94	15.76	16.60	17.49	17.94	18.44	19.43	20.48	21.60
K	<del>11.19</del>	11.79	12.42	13.09	13.77	14.54	15.32	16.16	17.02	17.93	18.38	18.89	19.92	20.99	22.14
L	<del>11.46</del>	12.08	12.73	13.41	14.12	14.90	15.71	16.55	17.44	18.39	18.85	19.37	20.42	21.52	22.70
M	<del>11.75</del>	12.39	13.05	13.74	14.46	15.27	16.11	16.98	17.88	18.84	19.31	19.85	20.93	22.06	23.26
N	<del>12.04</del>	12.70	13.38	14.09	14.84	15.67	16.50	17.40	18.34	19.32	19.79	20.35	21.46	22.61	23.85
O	<del>12.35</del>	13.01	13.71	14.43	15.21	16.07	16.93	17.84	18.79	19.80	20.29	20.86	21.98	23.17	24.44
P	<del>12.66</del>	13.34	14.06	14.81	15.59	16.45	17.35	18.30	19.27	20.28	20.79	21.38	22.53	23.76	25.06
Q	<del>12.96</del>	13.67	14.40	15.17	15.97	16.87	17.79	18.75	19.74	20.80	21.32	21.91	23.10	24.36	25.67
R	<del>13.29</del>	14.01	14.78	15.54	16.37	17.28	18.24	19.23	20.23	21.32	21.87	22.46	23.67	24.96	26.33
S	<del>13.63</del>	14.36	15.14	15.93	16.77	17.71	18.70	19.70	20.74	21.85	22.40	23.03	24.28	25.58	26.98
T	<del>13.97</del>	14.73	15.51	16.33	17.20	18.15	19.18	20.19	21.25	22.39	22.96	23.60	24.87	26.22	27.66
U	<del>14.31</del>	15.09	15.90	16.73	17.63	18.59	19.65	20.70	21.79	22.96	23.54	24.19	25.50	26.88	28.35
V	<del>14.68</del>	15.46	16.30	17.16	18.06	19.06	20.13	21.21	22.33	23.53	24.12	24.80	26.14	27.55	29.06
W	<del>15.03</del>	15.85	16.70	17.58	18.51	19.54	20.64	21.75	22.89	24.11	24.73	25.42	26.80	28.23	29.79

HEAD START/EARLY HEAD START COLA COMPENSATION:

--Retroactive to July 1, 2017

--Step A1 for new hires school year 2017-2018

--One Step Advancement

ASSOCIATE				
	15-16	16-17	A1	A2
A	13.00	13.23	13.32	13.45
B	13.32	13.56	13.65	13.79
C	13.66	13.91	14.01	14.15
D	14.00	14.25	14.35	14.49
E	14.35	14.61	14.71	14.86
F	14.70	14.96	15.06	15.21
G	15.07	15.34	15.45	15.60
H	15.45	15.73	15.84	16.00
I	15.84	16.13	16.24	16.40
J	16.23	16.52	16.64	16.80
K	16.64	16.94	17.06	17.23
L	17.05	17.36	17.48	17.66
M	17.49	17.79	17.91	18.09
N	17.92	18.24	18.37	18.55
O	18.37	18.70	18.83	19.02
P	18.82	19.16	19.29	19.49

BA				
	15-16	16-17	A1	A2
A	16	16.29	16.40	16.57
B	16.4	16.7	16.82	16.98
C	16.81	17.11	17.23	17.40
D	17.23	17.54	17.66	17.84
E	17.57	17.89	18.02	18.19
F	18	18.32	18.45	18.63
G	18.46	18.79	18.92	19.11
H	18.92	19.26	19.39	19.59
I	19.4	19.75	19.89	20.09
J	19.88	20.24	20.38	20.58
K	20.38	20.75	20.90	21.10
L	20.89	21.27	21.42	21.63
M	21.41	21.8	21.95	22.17
N	21.94	22.33	22.49	22.71
O	22.5	22.91	23.07	23.30
P	23.06	23.48	23.64	23.88

ASSISTANT				
	15-16	16-17	A1	A2
A	11.11	11.31	11.39	11.50
B	11.4	11.61	11.69	11.81
C	11.69	11.9	11.98	12.10
D	11.99	12.21	12.30	12.42
E	12.29	12.51	12.60	12.72
F	12.59	12.82	12.91	13.04
G	12.91	13.14	13.23	13.36
H	13.24	13.48	13.57	13.71
I	13.57	13.81	13.91	14.04
J	13.9	14.15	14.25	14.39
K	14.25	14.51	14.61	14.76
L	14.61	14.87	14.97	15.12
M	14.97	15.24	15.35	15.50
N	15.36	15.64	15.75	15.91
O	15.75	16.03	16.14	16.30
P	16.13	16.42	16.53	16.70

1.018

1A

	15-16 1A	16-17	A1	A2
A	11.50	11.71	11.94	12.06
B	11.66	11.87	12.11	12.23
C	11.82	12.03	12.28	12.40
D	11.99	12.20	12.45	12.57
E	12.15	12.37	12.62	12.74
F	12.32	12.54	12.79	12.92
G	12.49	12.72	12.97	13.10
H	12.66	12.89	13.15	13.28
I	12.84	13.07	13.33	13.46
J	13.02	13.25	13.52	13.65
K	13.20	13.43	13.70	13.84
L	13.38	13.62	13.89	14.03
M	13.56	13.81	14.09	14.22
N	13.75	14.00	14.28	14.42
O	13.94	14.19	14.48	14.62
P	14.14	14.39	14.68	14.82

1B

	15-16 1b	16-17	A1	A2
A	11.00	11.20	11.42	11.54
B	11.15	11.35	11.58	11.69
C	11.30	11.51	11.74	11.85
D	11.46	11.67	11.90	12.02
E	11.62	11.83	12.06	12.18
F	11.78	11.99	12.23	12.35
G	11.94	12.16	12.40	12.52
H	12.11	12.33	12.57	12.70
I	12.28	12.50	12.75	12.87
J	12.45	12.67	12.92	13.05
K	12.62	12.85	13.10	13.23
L	12.79	13.02	13.28	13.41
M	12.97	13.20	13.47	13.60
N	13.15	13.39	13.65	13.79
O	13.33	13.57	13.84	13.98
P	13.52	13.76	14.04	14.17

95.62% 95.62%