

**CCSPA
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December 14, 2010 – June 30, 2012**

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CHARLOTTE COUNTY
SUPPORT PERSONNEL ASSOCIATION CONTRACT
December 14, 2010 – June 30, 2012

I. DEFINITIONS

A. 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:

- a.) by personal choice (does not qualify for overtime) or,
- b.) 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 not count 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.

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 Section 1000.21, Florida Statutes

B. TRANSPORTATION DEFINITIONS

Route - A school bus route is a transportation schedule that encompasses a school bus pick-up/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.

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.

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.

II. RECOGNITION

A. EXCLUSIVE REPRESENTATIVE

The Board recognizes the Association as the exclusive collective bargaining representative for those employees included in the designated bargaining unit.

B. 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, professional employees, supervisory employees, temporary, casual, and seasonal 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.

1. 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 Public Schools Salary Schedule and Payroll Calendar Book

2. 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

C. CHANGES

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

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.

IV. ASSOCIATION RIGHTS

A. 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.

B. 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 mailboxes for communications to employees.

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 electronic folder for content. The following procedures shall be followed should the Administration have concerns about the content of an item:

1. The Administration shall immediately notify the Association and cite for reasons and rationale for such concerns.
2. Following review of the posted item and discussion of the concerns, the Association shall determine whether or not to remove the item.
3. In the event that CCSPA fails to respond or declines to remove the item, then the District may 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.

C. 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.

D. 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 relating to job actions of any type.

E. 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.

F. 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.

G. ASSOCIATION LEAVE

1. Leaves of absence with pay, not to exceed a cumulative total thirty (30) days per school year, shall be given the Association on application for Association purposes. Application must be made at least five (5) work days 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.
2. 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 acting as a representative of the Association shall be considered on duty leave.

V. EMPLOYEE RIGHTS AND OBLIGATIONS

A. 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.

B. 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.

C. 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 uniform(s) at no cost to the employee unless otherwise negotiated by the parties. There will not be a uniform allowance for 2011-12, with the exception of uniforms for mechanics, food service employees, and new hires. The uniform allowance shall be as follows:

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

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

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

Custodial - Order up to five (5) items (polo shirt, work shirt, sweat shirt, windbreaker), five (5) pants/shorts, and cap. Can substitute safety shoes for a price of \$55, from shirts and pants. Upon request, a lined zippered jacket can be ordered.

Employees who transfer prior to April 15 will get new uniforms; after the 15th, 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).

D. 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.

E. 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.

F. 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.

G. COMMITTEES

1. 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 who 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.
2. 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 who shall be appointed by the CCSPA president and three (3) by the Superintendent.

3. Attendance at committee meetings shall be considered on-duty paid time.

H. BUS RULES

It shall be the responsibility of the administration to distribute bus rules for students annually in a reasonably consistent manner.

I. 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.

J. FINGERPRINTING

Sections 1012.32(3), and 1012.465, FS require that all employees shall be subject to a level 2 criminal background check every five (5) years. The statute also requires employees hired prior to 7/1/2004 and whose fingerprints have not been retained in the FDLE data base to be re-fingerprinted. The school district shall pay the cost of re-fingerprinting employees, storing employees' fingerprints in the FDLE data base, and for conducting a level 2 background check every five (5) years for each person who is required to meet level 2 screening requirements. Employees fingerprinted after 7/1/2004 (whose fingerprints are retained in the data base) will not have to be re-fingerprinted.

Employees will have multiple opportunities to be fingerprinted. Failure to report for fingerprinting within the reasonably scheduled time period may result in disciplinary action, up to and including termination.

Employees hired before July 1, 2004, are required by law to be digitally fingerprinted. The district will pay the cost for the fingerprinting. Fingerprinting will begin August 1, 2007.

1. For employees who have access to email: the supervisor and employees will be notified via email when their scheduled fingerprint time will be.
2. For employees who do not have access to email: the supervisor will be given the schedule of employees, time, location.
3. Employees will be grouped by job, location, and date of hire.
4. Locations will be set up throughout the county to facilitate the fingerprinting.
5. Human Resources will keep a file documenting the date of fingerprinting.
6. All fingerprint results will be reviewed by the District Security and Emergency Management Supervisor or his designee.

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

A. Charlotte County Support Personnel Partnership and Performance Council

1. The Support Personnel Association Partnership and Performance Council (SPAPPC) 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.
 - a. The Council will define goals, set priorities, and designate appropriate timelines, responsibilities, and resources to achieve a prompt response. The Council will also

develop a more long-term agenda and work plan, while continuing to be responsive to emerging issues.

- b. The Partnership and Performance Council 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 this contract.
- c. Members of the SPAPPC will consist of five representatives of management, including the Superintendent, along with representatives of Labor, including the CCSPA President, the Service Unit Executive Director and six other members.
 - 1. The Superintendent, or his designee, and the President of CCSPA shall serve as co-chairs of this Committee.
 - 2. No alternates will replace absent members. It is the responsibility of all members to attend.
 - 3. Additional resource people may be invited to attend meetings for informational purposes, but will not participate in decision-making by members of the Committee.
 - 4. Management shall provide a Recording Secretary who shall be responsible for publishing and distributing the agenda prior to the meeting, and recording, publishing, and distributing the minutes following the meeting.
- d. Meetings of the SPAPPC
 - 1. The Council shall meet monthly. Special meetings may be scheduled as needed. All Council and sub-committee meetings will be considered district business as defined by contract.
 - 2. All meeting participants, including sub-committee members, will have received FMCS, IBPS training as a condition of participation.
 - 3. Costs associated with meetings will be shared, covered by contract or grant.

B. Support Personnel Partnership and Performance Committees

- 1. A School-Based or Worksite Partnership Committee shall be created in each location.
- 2. The Committee will define goals, set priorities, and designate appropriate timelines, responsibilities and resources to achieve a prompt response. The Committee will also develop a more long-term agenda and work plan, while continuing to be responsive to emerging issues.
- 3. School-Based or Worksite Committees will use the FMCS Interest-Based process outlined in FMCS training modules as the method by which decisions are made.
- 4. Membership on the School-Based or Worksite Partnership Committees
 - a. Support members of the committee shall be appointed by the CCSPA president. Co-chairs shall be selected by the CCSPA President after consultation with building or work site administration.
 - b. The make-up of school-based committees will include: Principal or designee, a Para I, a Para II, a Para III, a custodial, a clerical, a nurse and food service staff.
 - c. Worksite committees shall be made up of labor and management co-chairs selected as earlier described, plus 6-8 additional members in the bargaining unit representing site work disciplines.
 - d. Each committee shall have at least one administrative member.
 - e. Vacancies shall be filled consistent with the original selection process.

5. Meetings of the school-based and worksite Partnership Committee
 - a. The Committee shall meet monthly. Special meetings may be scheduled as needed.
 - b. All meeting participants will have received FMCS, IBPS training as a condition of participation.
 - c. Costs associated with meetings will be shared, covered by contract or grant.
 - d. Meetings shall take place during the regular workday. SPAPPC meetings shall be considered duty leave.

VI. DISCIPLINE

A. 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. This process includes as many as six (6) steps. Employees covered by this agreement may be disciplined for just cause in the following ways:

1. Informal contact
2. Verbal warning (site record)
3. Letter of Instruction (district record)
4. Written reprimand (personnel file)
5. Suspension – with or without pay
6. 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.

B. REPRIMAND – PRIVACY

All disciplinary actions shall be done in private.

C. 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 be present. The employee shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation.

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 to offer rebuttal testimony and documentation. Following the pre-disciplinary hearing the Assistant Superintendent 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 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 decision.

D. 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.

E. LETTER OF INSTRUCTION – HAND DELIVER

A 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.

F. LETTER OF INSTRUCTION – 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.

G. NO VERBAL WARNING

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.

H. ADMINISTRATIVE LEAVE WITH PAY

Administrative Leave with Pay is not considered disciplinary action.

IX. 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.

X. 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:

- A. 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.
- B. All positions will be posted in accordance with normal posting procedures and in compliance with the collective bargaining agreement.
- C. 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.
- D. 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.
- E. 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.
- F. CCPS is not responsible for any penalties incurred by rehired retirees for exceeding retirement earnings limitations (FRS and Social Security).

XI. EVALUATION

A. 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 employees 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.

B. PROCESS

1. Each new employee shall be fully informed of the evaluation procedures, criteria, standards, and instrument to be used during the new employee orientation process. New employees will be required to sign a document indicating that they have received this information.
2. 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.
3. An overall unsatisfactory evaluation shall be defined as an evaluation having five (5) or more items marked as “ineffective”.
4. Prior to giving an overall unsatisfactory evaluation, the supervisor shall notify the employee of the areas of ineffective performance, explain the performance deficiencies, provide assistance to improve, and give a time certain for the employee to correct the deficiencies.
5. Additional formal and informal evaluations shall be made when there are concerns regarding job performance.
6. Nothing in this section shall prevent supervisors from addressing performance issues as they arise.
7. Unsatisfactory evaluations may be used as evidence to support termination or other action adverse to the employee.
8. 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.
9. 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.
10. 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.

C. AUDIO OR VISUAL DEVICES

Audio or visual devices may be used as part of any evaluation only if the supervisor and the employee agree.

D. 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.

E. LABOR MANAGEMENT REVIEW

The parties agree to have the labor-management committee review the evaluation process and recommend revisions.

XII. VACANCIES

A. POSTING

1. Posting shall take place when a vacancy exists as a result of promotion, resignation, retirement, termination, new staffing, and new operation start up. Posting shall include the position title, the location, the salary, special qualifications if necessary in the opinion of management, and the date the position is available. The posted list shall remain posted until replaced by a new list. The files of all in-system applicants shall be reviewed.
2. Summer school vacancies for secretaries shall be filled by seniority.
3. 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.
4. Elementary Summer Camp. The EH Para 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 (2) two 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.
5. 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.

B. REDUCTION IN FORCE

Reductions in force shall not require posting. Positions filled after they have been posted shall be identified in the next posting period so as to provide notice to all applicants of positions no longer available. In urgent circumstances, the Superintendent may fill a position without observing these posting requirements if he first notifies the Association and explains the urgency. A current and complete set of job descriptions will be located at each work site for employees to review.

C. BUS TRANSPORTATION RUN BIDDING

1. Runs are units of work bid by drivers
2. 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:
 - a. ESE drivers by seniority
 - b. Qualified ESE bus drivers by seniority
 - c. ESE bus attendants by seniority
 - d. 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.

3. 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.
4. All bidding shall be based on seniority as defined in Article I except as modified by C 7 below. A current seniority list will be posted along with the runs to be bid.

5. 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.
6. Once a run is bid and awarded, the driver must keep that run for a minimum of 20 days (no swapping runs).
7. 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.
8. 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:
 - a. ESE drivers by seniority
 - b. ESE qualified regular bus drivers by seniority
 - c. ESE bus attendants by seniority
 - d. Regular drivers by seniority
9. 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.
10. 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.
11. Any driver who is unable to attend a run bidding on the specified day or time as designated in C 5, C 6, or C 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.
12. 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 C 5, C 6, or C 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.
13. 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.

14. 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 work day and pay;
 - Work as a substitute driver or do other transportation-related activity until a permanent bus become 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 run(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.

D. OTHER TRANSPORTATION ASSIGNMENTS

1. Courier positions shall be posted and selected by seniority as vacancies occur.
2. 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.

E. ADDITIONAL TRIP PROCEDURES

1. 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.
2. 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.
3. 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.
4. 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.
5. Unless there are extenuating circumstances, no substitute driver will be assigned trips which a permanent driver can fulfill without interfering with his/her route.
6. Drivers will be credited with the hours of every trip they take, including show-up pay.
7. 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.

8. 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.
9. 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.
10. If a trip is assigned and then canceled, the driver will receive two (2) hours 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.
11. 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.
12. The departure time listed on trip sheet is when you must be at the school or place where the trip originates.
13. 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.
14. 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.
15. All time should be documented to the nearest quarter hour.

F. 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.

1. Unless there are extenuating circumstances, no substitute driver will be assigned trips which a permanent driver can fulfill without interfering with his/her run.
2. If a trip is assigned and then canceled, the driver will receive two (2) hours show-up pay. If a trip is canceled far enough ahead of time that the driver is not en route to bus parking or where trip originates, no pay will be received. Drivers will be paid the actual time of the trip.

G. 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.

XII. PROMOTIONS

In the event of a promotional opportunity within the bargaining unit, qualified internal candidates (up to a maximum of five[5]) and qualified external candidates shall be interviewed based upon the following criteria:

1. Work record: (District and outside employment when applicable, evaluations, personnel file and current immediate supervisor) (25 points)
2. Necessary skills, abilities, education, and licensing as may apply (25 points)
3. Interview (25 points)
4. Seniority (1 point for each year of employment). Seniority points could total more than 25, based on number of years of employment.

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 the outcome of the selection process. Employees who are not being interviewed are to be notified of their status prior to the closing date of the interviews. Other applicants shall be notified by mail.

XIII. TRANSFERS

A. 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.

Any employee may at any time throughout the school year request a voluntary transfer to a different job classification by submitting a properly completed transfer request form to management for consideration along with other applicants. Voluntary transfer requests, however, are accepted for normal routine transfers and such requests when submitted properly shall be valid for a maximum of three (3) years provided the employee completes and submits an updated form no later than the anniversary date for each of the subsequent years after the first year.

When interviewing an applicant the following criteria shall apply:

1. Work record; (District and outside employment when applicable, evaluations, personnel file and current immediate supervisor) (25 points)
2. Necessary skills, abilities, education, and licensing as may apply (25 points)
3. Interview (25 points)
4. Seniority (1 point for each year of employment). Seniority points could total more than 25, based on number of years of employment.

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.

B. 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:

1. Job Classification
2. Necessary skills, abilities, education and licensing as may apply
3. Seniority

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

XIII. UNIT LOSS

The following shall apply for involuntary transfers of support staff based on unit loss:

1. Schools will identify their vacancies and send the information to Human Resources.
2. Schools who are losing units will send the information to Human Resources.

3. The school/dept. with unit loss will ask for volunteers to transfer to vacant positions within their classifications in the district. If positions within their job classifications are not available, individuals will be offered other vacancies within the district.
4. Job classifications are defined as job titles within the unit. For example:
 - a. Administrative Assistant I
 - b. Paraprofessional I (HQ classroom paraprofessional)
 - c. ESE Paraprofessional II
 - d. Paraprofessional III - One-on-one paraprofessional
 - e. ESOL Paraprofessional II (who have ESOL training)
 - f. Job Coach
 - g. Office Assistant I
5. The names of the individuals who volunteer to be in the pool of transfers will be submitted to Human Resources. In the event there are more excess staff than volunteers, the school 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.
6. These individuals will be contacted by HR and union representatives to confirm they are in the excess pool. These individuals are requested to provide summer contact information to HR and the CCSPA.
7. As positions become available in a 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. 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.
8. If no position exists within the job classification, individuals will be offered other positions for which they are qualified.
9. More than one refusal to accept a position for which the individual is qualified will be considered a resignation.
10. Individuals placed in positions outside their job classification will be placed on the level that is closest to their current hourly rate; some may experience a slight increase; others, a slight decrease.

XV. REDUCTION-IN-FORCE

A. 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.

B. CRITERIA

Employees to be reduced in force shall be selected according to:

1. Job Classification
2. Necessary skills, abilities, and licensing as may apply

3. Seniority

C. RECALL

Employees laid off pursuant to a reduction-in-force shall be recalled in inverse order.

D. PREFERENTIAL HIRING LIST

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

E. NOTICE OF RECALL

Notice of recall shall be by certified mail (or by other confirmed means) to the address on file in the personnel record of the employee. The employee shall be responsible to keep his/her current address on file. Any employee who fails to answer a notice of recall within ten (10) days after it is mailed shall forfeit all recall rights.

F. EMPLOYEE RIGHTS AND AVAILABILITY

No laid-off employee or new employee (unless all laid-off employees have been returned to work) shall be hired into a position formerly held by an employee laid-off pursuant to a reduction-in-force when such employee is available to report to work *(with the exception of illness) within ten (10) days of notice of recall. If an employee is not available to report for work *(with the exception of illness) or does not accept the job on the terms offered, he/she shall be removed from the preferential list, and the Board shall have no further obligation to that person.

***beyond ten (10) days doctor's verification required**

XVI. PERSONNEL FILES

Personnel files shall be maintained according to the provisions of Section 1012.31, Florida Statutes, as currently enacted or as hereafter amended.

XVII. SAFETY

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 supervisor or designee. If requested, the employee shall give in detail the circumstances thereof in writing.

F. 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.

G. SAFETY PROMOTION PROGRAM/DISTRICT SAFETY COMMITTEE

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

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

XVIII. JOB DESCRIPTIONS

One full set of all bargaining unit job descriptions shall be available in a location designated by the administrator in charge. Each employee shall receive a complete copy of the job description for the position they occupy upon employment and each year thereafter if there are any changes. Job descriptions shall be reviewed by a joint management/labor committee and updated as necessary and written job descriptions for newly created positions shall be developed forthwith. The Board reserves the right to change job descriptions.

XIX. CDL

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

XX. LEAVES

A. 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 forth in this Article. An employee who is to be absent for an extended period of time may report the length of such 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.

B. SICK LEAVE

1. 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.

2. Accrual

Full-time employees shall be entitled to four (4) days of sick leave at the end of the first month's employment of each year and shall thereafter earn one (1) day of sick leave for each 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 four (4) 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 one (1) 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 forty (40) hours per week.

Whenever the Board hires an employee from another Florida district, that employee may transfer sick leave from that district at the same rate they earn 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.

3. 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.

4. 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.

5. 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.

6. Transfer of Sick Leave

A district employee may authorize a spouse, child, parent, or sibling who is also a 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.

C. ILLNESS-IN-LINE-OF-DUTY LEAVE

Any employee shall be entitled to 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 herein and Section 1012.63, Florida Statutes.

D. MATERNITY LEAVE

Maternity leave without pay may be taken by any employee who is physically disabled by reason of pregnancy. Employees on maternity leave are entitled to return to work when they are no longer physically disabled. At the request of a pregnant employee, maternity leave of up to a maximum period of one (1) year shall be granted without regard to disability. As with other physical disabilities sick leave days may be used when a pregnant employee is physically disabled.

E. PERSONAL LEAVE

1. 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. 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.
- b. 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 can reasonably be expected under the circumstances. Emergencies such as canceled airline flights with no opportunity for rescheduling or major weather conditions such as flood or hurricane can be acceptable based on the facts of the situation and the proof submitted by the employee. In all cases where this section is involved, acceptable verifiable proof is required in order for consideration for payment to be made by the Superintendent. If such day is not used as called for herein, it may be used as a personal day as provided in paragraph a. above.
- c. Personal leave with pay is non-cumulative.
- d. 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 immediate 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.
- e. Personal leave may not be used for days when an employee is receiving consulting fees or other compensation.

2. Without Pay

- a. Personal leave without pay, not exceeding five (5) days, may be granted by the Superintendent.
- b. 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.
- c. 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.

3. 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.

F. MILITARY LEAVE

1. 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.
2. 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 from 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.
3. Beginning September 12, 2001 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 active 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 the leave.

G. 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 Section 112.061, 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.

H. JUDICIAL LEAVE

1. 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.
2. 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.
3. Judicial leave shall not be accruable to any employee.

I. 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.

J. RETURN FROM LEAVE OF ABSENCE

1. 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.

2. 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.

3. Short-Term Leaves

Notice of intent to return is not required for leaves of less than twelve (12) weeks.

4. Failure to Return

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

5. 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.

K. 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.

L. DOMESTIC VIOLENCE LEAVE

In accordance with 741.313, F.S., a district employee may take up to 3 working days of leave in any 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.

XXI. VACATION

A. 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 18 vacation days per year.

Six (6) years to ten (10) years..... Fourteen (14) hours per month worked, not to exceed 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 than 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.

B. 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,
to twenty-one (21) days per year

- C. Vacation days can accumulate over 240 hours until 6/30 of each year at which time only 240 hours will be carried forward.
- D. 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.
- E. Effective June 1, 2010, 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 twelve (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.
- F. Once a leave request for vacation is submitted to the immediate supervisor, that request must be approved or denied within (ten) 10 working days.

XXII. PAY PRACTICES

A. SEMI-MONTHLY

Twelve (12) month employees will receive twenty four (24) equal paychecks which will be paid on a semi-monthly basis. Payday will be the 7th and 22nd of each month. If the 7th or the 22nd falls on a weekend or holiday, payday will be on the preceding workday.

B. BI-WEEKLY

Employees working less 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 continue to do so until such time as they request to move to the equal pay plan.

C. END OF THE YEAR PAYCHECKS

196-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)

D. WORKWEEK

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

E. HOURS

1. 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.

2. 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 supervisor provided any denial is not arbitrary, capricious, or discriminatory.

F. STRAIGHT TIME PAY

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

G. OVERTIME PAY

Hours worked in excess of 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. For the 2011-12 school year only, 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 also 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.

H. 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.

I. 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 administrator may add reasonable break periods.

J. FIRST PAYCHECK – New employees

All new 250 day employees: 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

K. EXTRA PAYCHECKS

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

L. MILEAGE, MEALS, AND RATES PER DIEM

1. Employees 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.

2. Employees Assigned More Than One (1) School

Employees who are assigned to more than one (1) school 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 attending in-service training or when assigned to temporary duty elsewhere.

3. Out of County Meals

Pay for out of county meals is as follows

- a. Breakfast - \$5.00
- b. Lunch - \$8.00
- c. Dinner - \$18.00

4. 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.

M. SALARY SCHEDULES

Employees will be paid according to the salary schedule negotiated by the Association and the Board.

N. PAID HOLIDAYS

Paid holidays shall be provided to all employees on an equitable basis. Consistent with recommendations by the Budget Advisory Committee, employees shall earn paid holidays according to the following formula for the 2011-12 school year only.

Days of Employment	Paid Holidays
177-213	3 days
214-226	3 days
227-246	4 days
247+	5 days

As the Budget Advisory Committee continues its work during the coming year, the issue of paid holidays for the 2012-13 school year shall be part of their agenda.

Days of employment shall include summer employment if the employee works 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 terms 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 paid holiday.

O. 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 shift.

P. TERMINAL PAY FOR ACCUMULATED SICK LEAVE

The Board shall provide terminal pay for accumulated sick leave 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; 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; 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; 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; 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.

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.

Q. PAYROLL STUBS

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

1. Accumulated sick leave
2. Accumulated vacation leave
3. Withholding and payroll deductions
4. Gross pay
5. Net pay
6. Hours worked
7. Rate of pay
8. Level

R. INCENTIVE PAY

1. In-Service

- a. 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.
- b. Thirty (30) clock-hours of course work or in-service is required. There is no time limit for the accumulation of these hours.
- c. Only job-related course work or in-service will qualify.
- d. Official verification of successful completion must be provided.
- e. Course work/in-service funded by the school district will be considered, if all other conditions are met.
- f. Once Level I has been achieved, the hourly supplement will remain a permanent part of the hourly salary.
- g. 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.

2. Attendance Incentive

- a. Attendance Bonus, 12 months =
 1. 8 hours = \$200
 2. Less than 8 hours = \$150
- b. Attendance Bonus, less than 12 months:
 1. 8 hours a day = \$150

- 2. Less than 8 hours per day = \$125
- c. Retirees shall be paid at the time of retirement.
- d. One day per fiscal year of the following types of leave shall not be counted against the attendance bonus:
 - 1. Leave used for the death of a spouse, child, or parent
 - 2. Illness in the Line of Duty/Worker's Compensation
- e. 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.

3. College Credit not Required by Job Description

Effective December 14, 2010, 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 (\$.50) per hour.

S. 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.

T. TEAM LEADER

1. 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 "A."

2. Criteria for Selection

The criteria for selection shall be:

- a. Work record
- b. Necessary skills, abilities, education and licensing as may apply
- c. Seniority

The committee for the selection of the Team Leader shall include the designated administrator and two (2) members appointed by the CCSPA President. The decision shall be reached by consensus.

3. Position to be Posted

When a position becomes available, the announcement shall be posted on the designated departmental bulletin board(s) for a minimum of five (5) working days. The posting shall include a copy of the supplemental job description, the date the duties begin, the procedures and the deadline for applying.

4. Each Fiscal Year Committee Shall Review Performance

At the end of each fiscal year, a committee shall review the performance of the Team Leader for purposes of retention or replacement. The committee shall include the designated administrator and two (2) members appointed by the CCSPA President. The decision shall be reached by consensus.

5. Team Leaders Designated by Superintendent/Designee

Team Leaders lead persons designated by the Superintendent/designee shall be paid:

- 2-3 team members (including lead person) - \$1,900
- 4-6 team members (including lead person) - \$2,150
- 7+ team members (including lead person) - \$2,400

U. PARAPROFESSIONALS

1. All paraprofessionals will work on a 190/196-day contract as determined by the Superintendent.
2. 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.
3. 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).
4. The CCSPA and the District shall jointly address all issues related to voluntary/involuntary transfers, reduction-in-force, loss of positions, and any and all matters related to the impact of ESEA/NCLB as to the salary, benefits, or working conditions of paraprofessionals. Any agreements shall be codified in a memorandum of understanding and incorporated into the contract following subsequent contract negotiations.
5. Beginning June 2010, all paraprofessionals who have not met the Highly Qualified standards (48 semester hours of college credit; or High School Diploma and passing score on the ParaPro exam) will be offered positions for which they meet the job qualifications.
 - a. Paraprofessionals for which positions are not available shall remain in their current work location/position for the 2010-11 school year until such time as a position becomes available for which he/she is qualified. Effective June 30, 2011, more than one refusal to accept a position for which the individual is qualified will be considered a resignation.
 - b. If the new position is at a lower paygrade, the individual shall be placed at a level comparable to the current base hourly paraprofessional salary, with no loss of base hourly rate. If the position is at a higher paygrade, the individual shall receive a minimum of a five percent (5%) raise in base hourly rate.
 - c. The individuals involuntarily transferred who have not yet taken advantage of the program offered through the CTC may continue to enroll in then ParaPro Test plan and take the ParaPro test through the end of May 2011, regardless of whether they have been placed in other positions in the district.
 - d. Individuals who subsequently obtain HQ status will then be placed in the first available paraprofessional position for which they meet the qualifications. Individuals will be permitted to refuse one such position. After that refusal, these individuals will be expected to take the next available paraprofessional position for which they qualify. If that option is not selected, they may apply and be part of any applicant pool for any subsequent paraprofessional positions.
6. The School Board of Charlotte County agrees that:
 - a. All paraprofessionals who have not acquired the minimum number of college credit hours needed to meet the requirements of ESEA shall be entitled to take the ParaPro examination to meet the requirements for ESEA/NCLB. The following ParaPro Test plan shall be paid by the district:
 - TABE diagnostic testing must be completed first. RATIONALE: most of the paraprofessionals being tested have already completed at least 2 ParaPro tests (already paid by the district) and have not passed.
 - Remediation
 - ParaPro exam

- Re-remediation, if passing score on exam not achieved
 - 2nd ParaPro exam
 - If a paraprofessional chooses not to follow this plan, the district does not have the obligation to pay.
7. The School Board shall develop the program and pay the cost associated with acquiring a GED for any paraprofessional who is currently employed and required to have a H.S. diploma or GED under the provisions of the ESEA/NCLB Act.
8. **Requirements for Head Start Employees**
- a. The Head Start Act, Sec. 648A., requires that not later than September 30, 2011, Head Start teaching assistants nationwide in center-based programs have
1. at least a child development associate (CDA) credential;
 2. enrolled in a program leading to an associate or baccalaureate degree; or
 3. enrolled in a CDA credential program to be completed within two years.
- b. As of October 1, 2011:
1. an associate degree in early childhood education
 2. 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
 3. a baccalaureate degree and passed a rigorous early childhood content exam, such as the Praxis II.
- c. The costs for courses, books and materials, and related fees charged by educational institutions shall be paid by the district for head start paraprofessionals who enroll in accredited programs to
1. 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
 2. earn an associate or baccalaureate degree.
- d. 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.
- e. 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.
- f. Individuals who receive financial assistance under the Head Start Act shall:
1. teach or work in a Head Start program for a minimum of three (3) years after receiving the degree; or
 2. repay the total or a prorated amount of the financial assistance received based on the length of service completed after receiving the degree.

V. SUMMER SCHOOL FOR BUS DRIVERS

Any regular driver who is called for summer school occasional driver will be paid their regular hourly rate.

W. RECRUITMENT BONUS

Effective July 1, 2000, 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.

X. PAYROLL DEPOSIT

Employees shall have the option to select automatic payroll deposit.

Y. 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 into work shall:

- a. Receive their regular pay and additional pay at their regular hourly rate.
- b. Be paid twice their hourly rate after forty hours.
- c. Receive the higher pay grade rate of pay at their current level when assigned to work in a higher job classification.

XXIII. 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 a 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.

A. DEFINITIONS

1. CASE:

An entity created by the Charlotte County Public Schools (CCPS) and the Charlotte County Support Personnel Association (CCSPA) 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.

2. 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.

3. Tier:

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

B. PROGRAM COMPONENTS

1. 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.

2. 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.

3. Course Development:

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

4. Instructor Pay:

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

5. 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.

6. 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.

7. Support Employee Assistance Plan (SEAP):

Support employees in a performance improvement program may be required to take a CASE course as a 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.

8. 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.

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 1st of each year.

XXV. INSURANCE

A. GROUP HOSPITALIZATION

For the term of 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:

1. 30- less than 35 hours per week =75% of the Board's contribution;
2. 20- less than 30 hours per week =50% of the Board's contribution.
3. 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.

B. LIFE INSURANCE

1. 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 thousand-dollar (\$20,000) term life insurance policy.
2. In accordance with the Age Discrimination in Employment Act (ADEA), the following reductions will become effective October 1, 1988:

<u>Age at which reduction takes place</u>	<u>Amount of Reduction</u>
At age 70	65 percent
At age 75	50 percent
At age 80	35 percent

This will affect employees who turn 65 after October 1, 1988.

C. FLEXIBLE SPENDING ACCOUNTS (FSA)

The Board shall contribute an annually negotiated amount to employees who opt for the FSA program in lieu of hospitalization.

XXVI. PAYROLL DEDUCTIONS

A. ASSOCIATION DUES

1. 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 to be deducted are 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Duration

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

B. 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:

1. 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.

2. Credit Union

3. Insurance

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

C. 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.

D. 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.

E. 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.

XXVII. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

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

2. 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.

3. 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.

B. 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.

C. 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.

D. REPRISAL

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

E. 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 grievants during working hours except with the consent of the principal or Superintendent.

F. MEETINGS

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

G. PROCEDURE

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

1. 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.

2. 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.

3. 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.

4. Level Three - Arbitration/Grievance Review Committee

If the grievant elects to utilize this process, the following rules shall apply:

- a. 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.
- b. The grievant must also file a request for arbitration with the American Arbitration Association 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.
- c. An arbitrator will be selected according to the procedures of either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS).
- d. 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.
- e. 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.
- f. 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.
- g. The arbitrator shall:
 - (1) 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.
 - (2) Establish reasonable rules of conduct for the hearing
 - (3) Inform the parties of said rules and procedures, and conduct the meeting.
 - (4) Allow any party to submit post-hearing briefs on request and determine a reasonable time for submitting such briefs

- (5) 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.
- (6) With permission of the arbitrator, the above times may be extended.
- h.** By mutual agreement the parties may submit documentary evidence and argument to the arbitrator and request that a decision be made without a hearing.
- i.** The arbitrator's decision shall include findings of fact, reasoning, and conclusions on issues submitted.
- j.** The arbitrator shall not have the power to add to, subtract from, or modify 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.
- k.** 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.
- l.** 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.

H. 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.

XXVIII. 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.

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 1001.42.

XXX. 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.

XXXI. 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 distributed via the “pony” system according to the conditions as outlined below:

1. The contract shall contain the date of ratification and be signed by all the appropriate officials.
2. The school board shall assume the costs of printing and distribution.
3. Available electronic versions shall be formatted as “read-only.”
4. ~~All bargaining unit members and management personnel shall receive a hard copy of the contract.~~
5. ~~A hard copy shall be available at each work site.~~
6. All new employees shall receive a copy of the contract during processing.
7. ~~Payroll shall be the first priority for distribution.~~
8. 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.

XXXII. 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.

XXXIII. NEGOTIATIONS

A. GROUND RULES

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

1. 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.

2. Time of Next Meeting

At each meeting the time and date of the next meeting will be determined.

3. Location

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

4. 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.

B. 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.

C. SCHEDULED REOPENINGS

Negotiations shall be reopened annually at the request of the Association, not sooner than March 1 of each year. 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.

D. 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 State Law 1011.051.

The BAC shall function as an advisory body; it shall not supplant or otherwise assume collective bargaining authority.

Should the Committee and/or Superintendent determine that a significant projected budget deficit exists, the BAC will seek to correct the problem by recommending additional revenue sources and /or by recommending expenditure reductions.

Contractual language regarding salary and other benefits will be subject to the conditions as outlined in the following:

- Set budgetary deficit “triggers” for recommendation.
- Clarify and prioritize list of recommended potential budget actions which may include, but not limited to, salary reductions, changes in the work day and/or calendar, reductions in benefits, reduction in positions.
- Establish timelines for BAC actions and recommendations to the Superintendent and CCSLA / CFEA / CCSPA presidents; bargaining unit ratification vote shall follow.

The CFEA/CCSPA/CCPS agree that protecting jobs will be their highest priority and that implementing layoffs will be avoided until and unless it becomes clear that no other reasonable alternative is available.

BAC decisions 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 with its voting count to the Superintendent who, in turn, will advance these recommendations to the Board for its consideration; and to CFEA and CCSPA presidents who will, in turn, advance these recommendations to their respective bargaining teams.

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 CCSLA
 - CFEA president
 - CCSPA president
 - Finance representative appointed by Superintendent or designee
 - District chief negotiator
 - Superintendent or designee
 - HR representative appointed by Superintendent or designee
- *Selection process to be determined by the BAC.

No alternates will replace absent members.

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.

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.

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.

XXXVII. TERM OF CONTRACT

This contract shall be in effect from December 15, 2010 through June 30, 2012. Negotiations for the full contract shall be reopened at the request of the Association, not sooner than March 1, 2011.

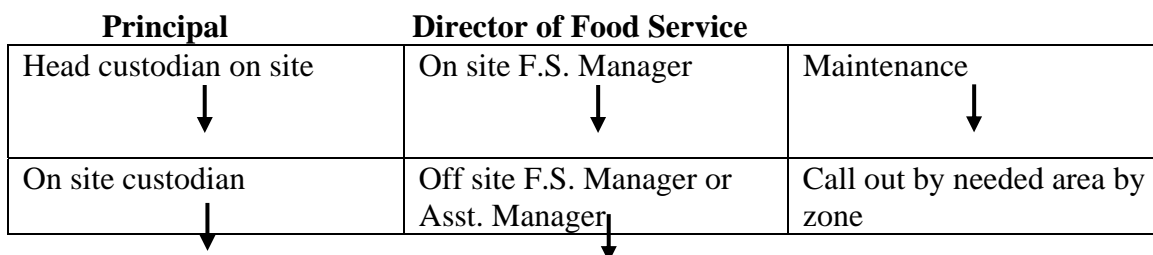
Appendix A

**Job Description
Team Leader**

1. Opens and closes the workplace each day as directed.
2. 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.
3. Collects time sheets, completed assignments, work orders, etc. and gives them to the designated member of the department for processing. Review and assure projects are completed satisfactorily. If not resubmit back to appropriate staff member.
4. Monitors team projects, work orders for compliance and safety as directed by the supervisor and or designee.
5. 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.
6. Serves as a resource for the team in the completion of team projects, work orders, etc.
7. Performs other duties specific to the department outside of zone as required.
8. Performs check to assure the team signs the weekly time sheets, work orders, bill of materials, etc.
9. Each of the teams will consist of Englewood Zone, Murdock Zone, (2) Punta Gorda Zones.
10. Monitors and assures shop areas are cleaned and kept safe at all times.
11. Monitors, coordinates, with supervisor and or designee, the ordering of materials necessary to complete, projects, work orders, etc.
12. Advise supervisor and or designee of safety issues.
13. Advise supervisor and or designee of issues involving uncompleted and or completed projects, work orders, etc that are unsatisfactory.
14. Performs other related duties.

Appendix B

Emergency Call Outs



Off site head custodian ↓	On site workers from voluntary list ↓	
Off site custodians	Off site workers from voluntary list	

Emergency Call Outs – 2

Transportation	Murdock Center/Punta Gorda
Director or designee ↓	Director or designee ↓
Facility contacts (admin.) ↓	Departmental employees by function/role by emergency staffing list
Mechanics by facility by emergency staffing list ↓	
Drivers by facility by emergency staffing list	

❖ Critical need positions will be identified and employees identified who will commit to fill those positions.

Signatures:

For CCSPA:

CCSPA President Name

CCSPA President Signature

Date:_____

For Charlotte County Public Schools:

Chief Negotiator Name

Chief Negotiator Signature

Date:_____