COLLECTIVE BARGAINING AGREEMENT (C B A)

July 1, 2024 through June 30, 2027

Between the

HENDRY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION(HESPA)

and the

DISTRICT SCHOOL BOARD OF HENDRY COUNTY

Board Approved
06/18/2024
AC

NEGOTIATION TEAMS

NEGOTIATION TEAM 2024-25 HENDRY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Mr. Richard West – President - LaBelle Transportation
Dr. James Demchak - Chief Negotiator
Ms. Nancy Cantu -Secretary/Treasurer COES
Ms. Margy Carter -Para EES

NEGOTIATION TEAM 2024-25 HENDRY DISTRICT SCHOOL BOARD

Mr. Jason Adams - Lead Negotiator
Mr. John Klinger- Principal Rep.
Dr. Barbara Mundy-Director of Federal Programs

THE SCHOOL BOARD OF HENDRY COUNTY, FLORIDA PROHIBITS ANY POLICY OR PROCEDURE, WHICH RESULTS IN DISCRIMINATION ON THE BASIS OF RACE, SEX, NATIONAL ORIGIN, MARITAL STATUS, DISABILITY, AGE OR RELIGION. INDIVIDUALS WHO WISH TO FILE A DISCRIMINATION AND/OR HARASSMENT COMPLAINT, OR INDIVIDUALS WITH DISABILITIES REQUESTING ACCOMMODATIONS UNDER THE AMERICANS WITH DISABILITIES ACT (ADA) MAY CALL THE EQUITY OFFICER AT (863) 674-4550. HENDRY SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY INSTITUTION FOR EDUCATION AND EMPLOYMENT.

Table of Contents update after ratification

ARTICLE	SUBJECT	Page No.
PREAMBLE		5
DEFINITIONS		6-7
ARTICLE 1	Recognition	8
ARTICLE 2	Dues Check-Off and other Payroll Deductions	9
ARTICLE 3	Rights of the Parties	10-12
ARTICLE 4	Negotiation Procedures	13
ARTICLE 5	Safety	14
ARTICLE 6	Grievance Procedure	15-20
ARTICLE 7	Employee Working Conditions	21-23
ARTICLE 8	General Employment Practices	24-32
ARTICLE 9	Job Posting, Bidding, Transfers, and Promotions	33-35
ARTICLE 10	Leave Provisions	36-47
ARTICLE 11	Vacation and Holidays	48-49
ARTICLE 12	Compensation	50-51
ARTICLE 13	Insurance	52-53
ARTICLE 14	Transportation	54-62
ARTICLE 15	Other Benefits	63-64
ARTICLE 16	Duration and Acceptance	65

APPENDIX	SUBJECT	Page
Appendix A	PERC CASE NUMBER OR-93-049	66-69
Appendix B	SAFETY NOTIFICATION FORM	70
Appendix C	GRIEVANCE FORM	71-72
Appendix D	NON-INSTRUCTIONAL PERSONNEL EVALUATION FORM	73
Appendix F	PROCEDURES FOR IMPROVEMENT FORM	74
Appendix G	LEAVE/TDE APPLICATION	75
Appendix H	MEDICAL CERTIFICATION STATEMENT FORM	76
Appendix I	SALARY SCHEDULES	77-79
Appendix J	DRUG AND ALCOHOL TESTING POLICY	80-84
Appendix K	BUS REFERRAL FORM/DISCIPLINARY REPORT	85
Appendix L	Internal Job Application	86
Appendix M	Definition family member	87-89
MOU's		90
	2024-25 SALARY EXPLAINATION	91

PREAMBLE

1. This Agreement, entered into by the School Board of Hendry County, Florida, hereinafter referred to as the Board, and the Hendry Educational Support Personnel Association, FEA hereinafter referred to as the Association, has as its purpose:

   (a) the promotion of a harmonious relationship between the Board and the Association;

   (b) and the establishment of an equitable procedure for the resolution of differences.

2. The Board has agreed to negotiate in good faith with the Association as the exclusive representative of its bargaining unit personnel with respect to wage, hours, and terms and conditions of employment.

DEFINITIONS

1. **EMPLOYEE:** The term "Employee" shall refer only to Employees in the unit as defined in Article 1.2. Any reference to an Employee in this Agreement shall include both sexes, and whenever the male gender is used it shall also include female employees.

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

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

4. **ASSOCIATION:** The Hendry Educational Support Personnel Association (HESPA), FEA, which is the certified bargaining agent for this unit.

5. **SUPERVISOR:** Shall refer to the ranking administrator to whom the Employee is responsible to report at the Employee's school or work location.

6. **AGREEMENT:** Shall refer to the full and complete agreements between the Board and the Association, duly signed and ratified, as set forth in this document.

7. **DAYS:** All reference in the Agreement to days shall refer to working days, except when specified otherwise.

8. **FULL-TIME EMPLOYEE:** An Employee hired after July 1, 2016 who works thirty (30) or more hours per work week and receives fringe benefits, excluding those job titles not recognized as being in the unit by the Florida Public Employees Relations Commission (PERC Appendix A).

   Employees who work less than thirty (30) or more hours per week will not automatically receive Board provided insurance coverage in an amount not to exceed **$9,871** annually for comprehensive hospital/surgical/medical/dental and major medical/life/disability insurance for a twelve-month period. Any amount in excess of $9,000 will be paid by the employee.

   Employees who work less than thirty (30) or more hours per week hired after July 1, 2016 shall be given the choice of receiving Board provided insurance coverage in an amount not to exceed **$9,871** or they may elect to be placed on the Alternative Pay Schedule for Transportation. Those choosing to be placed on the Alternative Pay Schedule will receive a higher rate per hour however they will not receive the Board provided health insurance.

   Any existing employee working twenty (20) or more hours per week shall continue to be considered a fulltime employee and will continue to receive Board provided insurance coverage in an amount not to exceed **$9,871** annually for comprehensive hospital/surgical/medical/dental and major

medical/life/disability insurance for a twelve-month period. Any amount in excess of **$9,871** will be paid by the employee. Existing employees will remain on the Grandfathered Salary Schedule Existing Transportation Employees shall have the option to voluntarily switch to the new salary schedule and thereby relinquish their Board Provided Health Insurance Coverage.

The employees' election to receive Board provided insurance in an amount not to exceed **$9,871** or to be placed on the Alternative Pay Schedule is irrevocable,(Unless there is a qualifying event). The employee must continue with their alternative insurance as long as they are employed as a Transportation Employee.
Transportation Employee for this definition shall be: Bus Driver, Bus Attendant, ESE Shuttle Driver.

Transportation employees who by virtue of not working thirty (30) hours per week and are considered part time employees shall continue to be considered part of the bargaining unit.

The number of work hours per day for non-Transportation employees shall not be reduced to prevent an employee from being eligible for Board provided insurance.

9. **TEMPORARY EMPLOYEE:** A Temporary Employee shall mean an Employee filling a temporary vacancy for a regular employee on an extended leave of absence or, work created for a known duration of time or for the duration of a special project or task.

10. **SUBSTITUTE EMPLOYEE:** A substitute employee is one who is filling a vacancy that is left by a regular Employee that is on an approved leave of absence.

11. **PART TIME EMPLOYEE:** Part time is defined as a job less than four (4) hours per day and less that twenty (20) hours per week and is expected to last a minimum of 90 days or longer. Part time does not include substitutes.

12. **LENGTH OF SERVICE:** This shall refer to the Employees' uninterrupted length of service with the Board from the first paid day of work as a full-time employee. Any employee who is on an approved leave of absence or reduction in force shall accrue seniority. Any tie in length of service shall be broken by drawing lots to determine the senior Employee.
13. **Relative:** As defined by US Office of Personnel management(Appendix M)

ARTICLE 1 - RECOGNITION

1.1 **THE PARTIES:** The Board recognizes the Association as the exclusive bargaining agent as defined by PERC Certificate 1054, dated May 12, 1994, for the purpose of negotiating wages, hours, terms, and conditions of employment for the Employees in the unit. The Association recognizes the Board as the employer and the legally constituted authority responsible for the operation of the county school system.

1.2 **BARGAINING UNIT:** The unit is defined in PERC Case No. RC-93-049 Appendix A, and subsequent orders issued by the Florida Public Employees Relations Commission.

1.21 The unit includes: All regular full-time Employees in the classifications listed in Appendix A.

1.22 The unit excludes those supervisory, managerial, and confidential Employees excluded by PERC order; all temporary, probationary, and administrative employees; Employees in other units, and all other Employees of the Board not included in Appendix A.

1.3 **RECOGNITION:** For the duration of this Agreement, the Board agrees not to negotiate with or recognize any Employee organization other than the Association for the purpose of collective bargaining to determine wages, hours, terms, and conditions of employment.

ARTICLE 2 - DUES CHECK-OFF AND OTHER PAYROLL DEDUCTIONS

2.1 OTHER DEDUCTIONS: Upon appropriate written authorization from the Employee, the Board shall deduct from the pay of any Employee and make prompt remittance for annuities, credit union, savings bonds, insurance, or any other approved plans or programs. Deductions shall be allowed according to Board policy.

ARTICLE 3 - RIGHTS OF THE PARTIES

3.1 **EMPLOYEE RIGHTS:** Employees shall have the right to join or not join the Association. Employees shall have the right to engage in lawful concerted activities for employment, compensation, and other mutual aid or protection. The Employees shall have the right to refrain from engaging in such activities. They shall have the right to express and communicate views in accordance with state and federal law and have the right to a fair and equitable grievance procedure administered without regard to member or non-membership or by virtue of their holding or not holding office in the Association. Nothing herein shall be construed to mandate Association representation of a unit member who is not also a member of the Association. This provision shall be applied to all Employees by the Board and the Association. Employees shall have all the rights secured to them by PERC, Chapter 447, Part 2, Florida Statute, and as otherwise provided by law.

3.2 **MANAGEMENT RIGHTS:** The Board hereby retains and reserves all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by law, including but without limiting the generality of the foregoing: The management and control of school properties, facilities, programs of instruction, athletic and recreational programs; the selection, direction, transfer, promotion or demotion of personnel; and the discipline or dismissal of personnel. These powers rights, authorities, duties, and responsibilities of the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the terms of this Agreement.

3.3 **NONDISCRIMINATION:** The provisions of this Agreement shall apply to all Employees without regard to race, color, religion, gender, age, disability, national origin, marital status, or pregnancy. The right of Employees to belong to, participate in, or refrain from belonging to the Association shall not be interfered with or prohibited. The Association will not discriminate when representing its members or unit members with regard to terms and conditions of membership, or because of race, color, religion, gender, age, disability, national origin, marital status, personal lifestyle, or political affiliation.

3.4 **ASSOCIATION REPRESENTATIVES:** The Board shall recognize and deal with the Association representatives designated in writing by the Association President. Any changes shall be submitted to the Superintendent in writing. Upon arrival at any school or worksite, such representative shall report to the principal of the school or the supervisor of the worksite.

3.5 **ASSOCIATION BULLETIN BOARD, COURIER SERVICE, AND MAILBOX USAGE:** The Association shall have the right to post notices concerning Association business.

(a) The Association agrees not to post political candidate or party-specific materials on Association bulletin boards located on School Board property. The Association shall have the right to a bulletin board at each work site and department. The bulletin board shall be in a location that can be easily seen by HESPA unit employees. Management shall not remove documents placed on union bulletin boards.

(b) The Association may use the courier service to disseminate communications that are not politically specific (i.e., candidate or party).

(c) The Association shall have the right to distribute non-political Association materials in Employee mailboxes at school sites where such mailboxes are provided.

3.6 **ASSOCIATION LEAVE:** The Administration agrees that they will work with the Association in allowing time to participate in Association business.

3.061 RELEASE TIME FOR ASSOCIATION REPRESENTATIVES: Upon request of the Association, leave without loss of compensation or benefits shall be granted to representatives of the Association as designated by its president in order to attend conferences, training sessions or meeting dealing with the work of the Association. Exclusive of the President, the combined total number of leave granted under the provision shall not exceed one hundred (100) hours per year. No more than ten (10%) percent of the Employees at any one worksite will be approved at a single time, provided any fraction shall be rounded off to one. Every effort will be made by the Employee to notify his/her supervisor at least three (3) days prior to requesting association release time.

3.7 **CONSULTATION:** The Association shall be allowed to schedule meetings with management for the purpose of discussing issues of concern. The parties agree that problems are best solved at the lowest possible level. The Association and Employees have the right and responsibility to follow the chain of command and agree to try to resolve the problem at the lowest level.

3.8 **INFORMATION:**

3.81 **EMPLOYEE DIRECTORY:** Annually the Superintendent shall furnish the Association three (3) copies of the current Employee directory free of charge.

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

3.83 **OTHER EMPLOYEE INFORMATION:** The Board agrees to post this Agreement on the website within thirty (30) days after ratification by all parties. The Board will provide fifty (50) written copies to the union's leadership upon ratification of a multi-year contract. The Association will pay for any additional copies. When the contract is reopened (mid contract) and changes are negotiated and ratified, the changes will be posted on the School District website, but the Board is not required to provide additional written copies of this agreement.

3.9 **BARGAINING RELEASE TIME:** Normally bargaining will be scheduled after work hours but if scheduling difficulties make it necessary to bargain during work time an Employee who is a member of the Association bargaining team shall be released from work on paid leave if the bargaining schedule conflicts with the Employee's work schedule during the impasse and mediation process. Upon request of the Employee, the supervisor of the bargaining team member may adjust the Employee's work schedule for bargaining meetings.

3.10 **CALENDAR COMMITTEE:** The Association shall have three (3) representatives as members of the Calendar Committee. Participation on the Calendar Committee shall not waive the Association's right to bargain those elements of the calendar that relate to wages, hours, terms and conditions of employment.

3.11 **SCHOOL RELATED EMPLOYEE OF THE YEAR PROGRAM:** The Association shall annually appoint one voting representative to serve on the district level selection committee to select the Hendry County School Related Employee of the Year.

3.12 **FACILITIES:** The Association shall have the privilege of using school facilities and equipment as provided in the Board policy and in past practice.

ARTICLE 4 - NEGOTIATION PROCEDURES

4.1 **AGREEMENT MODIFICATION:** This Agreement shall not be modified or amended without the mutual consent of both parties. A mutually acceptable amendment or modification of this Agreement shall be subject to ratification by the Board and the Association, the same as this Agreement.

4.2 **NEGOTIATION DATES:** Negotiations shall be conducted in accordance with Article 16 and shall begin upon written notice being submitted to the other party prior to June 1 of the appropriate year. Once such notice is given, negotiations shall be initiated within thirty (30) days following such notice.

4.3 **NEGOTIATION PARTIES:** In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the bargaining unit voting. The parties pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

4.4 **NEGOTIATIONS IN GOOD FAITH:** During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines, after a reasonable time, that the differences of position warrant the declaration of impasse; then the impasse procedure and process set forth in Florida Statute 447 shall be invoked.

4.5 **AGREEMENT PROVISIONS:** It is understood and agreed to by both parties that all provisions in this Agreement shall remain in full force and effect until modified through the bargaining process or court action or procedures pursuant to Chapter 447, Florida Statutes.

4.6 **NO STRIKE CLAUSE:** The Association and its members agree that during the life of this Agreement, they shall not participate in a strike against the Board by instigating or supporting, in any manner, a strike. Any violation of this Article shall subject the violator to the penalties set forth in Florida Statute 447.507.

ARTICLE 5 - SAFETY

5.1 **SAFETY CONDITIONS:** The parties agree that a safe and healthy workplace is a joint responsibility. No Employee shall be discharged or disciplined for refusal to work in an unsafe or hazardous situation. Adequate, clean, safe and sanitary working conditions shall be provided for all Employees.

5.2 **SAFETY EQUIPMENT:** Proper and necessary safety equipment, devices, and training (for said use) will be determined and provided by management for all Employees.

5.3 **REPORTING OF UNSAFE CONDITIONS:** An Employee who becomes aware of an unsafe or a dangerous working condition shall immediately report the situation to his supervisor. A Safety Notification Form (Appendix B) shall be provided to Employees for this purpose. The supervisor shall investigate the report and take appropriate corrective action.

5.4 **STUDENT DISCIPLINE:** When a School Board Employee follows established classroom and school grounds student discipline code enforcement procedures, the School District will support the efforts of the Employee in maintaining said student discipline. Bus drivers refer to 14.10.

5.5 **ASSAULT BY A STUDENT:** Any School Board Employee may expect customary and reasonable student discipline in accordance with School Board policy and may use such force as is necessary to protect himself from attack or to prevent injury to another pupil as long as the Employee is acting in accordance with Board Policy.

5.6 **FILING A COMPLAINT:** Any case of assault upon an Employee in the performance of his duties shall be promptly reported to the Superintendent or his designated representative. The Employee assaulted is free to exercise his right to file a complaint with the proper authorities and take whatever legal action deemed appropriate.

5.7 **LOSS OF WORK TIME:** Time loss by an Employee in connection with such an assault shall be handled as follows: Time for appearances before a judicial or legal authority shall result in no loss of pay or reduction in accumulated sick leave as provided in Article 9.03. In case of disability from a physical assault, the Employee may apply for injury-in-the-line-of-duty leave as set forth in the Florida State Statutes and this document as provided in Article 10.03.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 PURPOSE

6.11 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from alleged infractions of the terms of this Agreement.

6.12 Both parties agree that these procedures will be kept as informal and confidential as may be appropriate and without public disclosure prior to reaching disposition at Level III.

6.13 Nothing in this Agreement shall be construed to prevent any individual from presenting his grievance to the Board without intervention by the Association.

6.2 DEFINITION:

6.21 A grievance is defined as an allegation by a named Employee, or a group of Employees, or the Association through the President, that there has been a violation, misinterpretation, or misapplication of articles in this Agreement. A grievance shall be processed as hereinafter provided.

6.22 The term day shall mean workdays.

6.3 REPRESENTATION: All Employees of the unit have the right to be represented in the resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit member who is not also a member of the Association; nothing herein shall be construed to prevent any member of the unit from presenting his own grievance in person or by counsel (at their own expense) and having such grievance adjusted without the intervention of the Association. The parties agree that Association has the exclusive right to process grievances under all steps of the grievance procedure, except that any bargaining unit member may process a grievance through said procedure if Association waives its right to process a grievance because the unit member is not a dues-paying member of the union. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.

6.4 WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn by the grievant at any time and at any level of this procedure.

6.5 EMPLOYEE'S INITIAL RESPONSIBILITY

6.51 **INFORMAL LEVEL:** Once an employee or the Association believes that there is a basis for a grievance, he/she first shall discuss the alleged

grievance in an informal meeting with their direct supervisor. The request for an informal discussion shall made within twenty (20) days following the event or incident giving rise to the alleged grievance. Said informal meeting shall be scheduled within five (5) duty days. The employee may be accompanied by an Association Representative if so desired.

6.52 If the informal discussion does not resolve the alleged grievance, the formal grievance procedure may be invoked by submitting the designated form set forth in annexed Appendix A with the appropriate signature affixed.

6.53 The parties agree that the Association has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the Association waives its right to process a grievance because the unit member is not a dues-paying member of the Association. The Association accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.

6.54 Public Records Request: The School District shall provide the Association any public records upon request in a timely manner and in accordance with Florida law. Timeliness shall be a priority of the district when the records request is connected to a grievance.

6.6 TIME LIMITS AND OTHER PROVISIONS:

6.61 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties at any level.

6.62 Failure by the grievant to submit the grievance to the next level of the procedure in the specified time limits shall constitute acceptance and shall close the matter.

6.63 Wherever illness or other unavailability of one of the parties prevents his presence at a grievance meeting, the time limit shall be extended to such time that the parties may be present.

6.7 DATE OF DISPOSITION: The date on which the supervisor delivers the written disposition to the grievant or the email time stamp or the date of postmark in those instances where delivery is by mail, is the date of disposition.

6.8 GRIEVANCE PROCEDURES:

LEVEL I:

Supervisor: The grievant may submit within seven (7) days following the informal meeting with the immediate supervisor as set forth in 6.51 a copy of grievance Form (Appendix A) to the immediate supervisor.

Within seven (7) days of receipt of the grievance form, the immediate supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing on form A within seven (7) days after such meeting and shall furnish a copy to the grievant within seven (7) days.

By mutual agreement of the immediate supervisor and the grievant, such meeting shall be waived.

The Supervisor shall notify the Association as to when and where all grievance meetings with a grievant shall be held. The Association has the right to attend these meetings.

LEVEL II:

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

LEVEL III:

School Board: If the grievant is not satisfied with the disposition of the grievance by the Superintendent at Level II, or if no disposition has been made by the Superintendent within the ten (10) working days from the date of receipt of the grievance; the grievance may be submitted to the Board in writing on the grievance form in Appendix A within ten (10) working days.

The Board shall meet with the grievant and the Association representative on the grievance within twenty (20) working days of receipt of the grievance or the next scheduled Board meeting. A written disposition of the grievance shall be made by the Board on the grievance form Appendix A no later than five (5) working days from the date of the Board hearing on the grievance.

Level IV

Mediation - This step may be waived by mutual consent of both parties. If the grievant/Association is not satisfied with the disposition of the

grievance from the district level III hearing, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance to mediation.
The grievant/Association shall notify the district in writing within six (6) duty days of the conclusion of Step III of the grievant/Association's desire to refer the grievance to mediation. The district shall respond to the request for mediation within six (6) duty days of the written request.

a. Within six (6) duty days following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. The mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall not be limited to those presented at Step III of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.

e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

.

LEVEL V:
ARBITRATION: If the Association is not satisfied with the Board's disposition, or if no disposition has been made by the Board within twenty-five (25) days from the date of receipt of the grievance by the Chairman of the Board, or if mediation was unsuccessful in reaching a settlement, the Association may submit the grievance to final and binding disposition as provided for in 447.011 of Florida's Collective Bargaining Law (CH 74-100), except for exclusions listed elsewhere in the Agreement. (A non-dues paying member may submit their grievance to arbitration on their own).

An arbitrator shall be selected with the consent of both parties. If no arbitrator can be mutually agreed upon, the Federal Mediation and Conciliation Service shall be called upon to furnish a list of seven (7) arbitrators according to its rules and policies, which rules likewise shall govern the arbitrative proceedings. The arbitrator's decision shall be in writing, and such decision shall be submitted to the Board, grievant and the Association and shall be final and binding upon the parties.

The Board and the grievant shall not be permitted to assert in such

arbitration proceedings any ground(s) or rely on any evidence not previously disclosed to the other party at least 2 calendar weeks prior to the Arbitration hearing.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

EXPENSES: The costs for the services of the arbitration costs shall be divided equally between the parties to the grievance.

6.9 MISCELLANEOUS:

6.91 RIGHTS GUARANTEED BY LAW: Nothing contained in the grievance procedures shall be construed to deny the Board, the Superintendent, the Association, or any Employee rights otherwise guaranteed by law.

6.92 MEETINGS - PRIVACY: All meetings and hearings under the grievance procedure shall be held in private and shall include only such parties, their representatives, and witnesses only so far as is allowed by Florida Statute.

6.93 MEETINGS DURING WORK HOURS: When grievance meetings are held during Employee work hours, at employer's request, all Employees whose presence is required shall be excused with pay for that purpose.

6.94 GRIEVANCE RECORDS: Grievance records shall be kept in a separate file from an Employee's personnel file in so far as allowed by Florida Statute.

6.95 JURISDICTION: When the Association and the supervisor agree that the supervisor will waive Level I, the grievant may file the grievance and proceed through the grievance procedure from the informal proceeding to Level II. In the case where an alleged violation exists at multiple worksites or affects a broad class of Employees, the parties may begin at Level II of the grievance procedure.

6.96 GRIEVANCE FORMS: Grievance forms (Appendix C as modified) may be copied from this Agreement, created by computer, or may be obtained from the Association. The Association shall make grievance forms available to Employees.

6.97 GRIEVANCE PROCESS: Notwithstanding the expiration of the Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

6.98 If a grievance affects a group or class of employees in more than one

school/work site, the grievant's may submit such grievance in writing to the Superintendent directly; and the processing of such grievance will commence at a Formal Level II. Such grievance shall be signed by at least two (2) bargaining unit employees, or the Association President.

6.99 Any employee who participates in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.

ARTICLE 7 - EMPLOYEE WORKING CONDITIONS

7.1 **WORK WEEK:** The workweek shall consist of not more than forty (40) hours, unless overtime is worked after prior authorization from supervisor. The workweek shall be from Saturday 12:01 A.M. to Friday 12:00 midnight.

7.2 **LENGTH OF WORKDAY:** The workday for employees shall not exceed eight (8) hours per day, unless overtime is worked after prior authorization from supervisor.

7.021 **CHANGES IN EMPLOYEE HOURS OF WORK:** If workloads at any worksite require that any Employee have a change in hours, the Employee shall be notified of the change ten (10) days prior to the effective date of the change (for transportation Employees see Article 14.04). Employees shall be reduced in hours due to changes in worksite workloads or district-wide budgetary constraints. An increase or decrease in hours will be based on qualifications (as listed in the job description and length of service).

7.3 **OVERTIME:** The Superintendent or his designee shall direct Employees to work overtime or extra time (time beyond the normally scheduled work period) when necessary. All authorized work performed in excess of forty (40) hours in any one week shall be considered overtime and shall be paid at the overtime rate of one and one-half (1.5) times the Employee's regular rate of pay. Paid holidays and sick leave for one (1) day during the workweek shall be counted as time worked for the purpose of computing overtime.

7.31 **DISTRIBUTION OF OVERTIME AND EXTRA TIME:** Where practical, overtime and extra time should be assigned in rotation by length of service, except overtime that requires specific knowledge, skills, license, or when the job is already assigned to an Employee, in which case, that overtime or extra time will be considered assigned to the original Employee.

7.32 **CALL BACKS:** Employees who are called back to the job after the end of their workdays shall be compensated for a minimum of two (2) hours.

7.4 **COMPENSATORY TIME**: With prior approval of the Superintendent or his designee, and agreement of the Employee, compensatory time may be utilized at the discretion of the employee's immediate supervisor to meet emergency demands dictated by the work situation. Compensatory time must be granted and used within 30 duty days unless supervisor agrees to extend. Work scheduled for compensatory time is voluntary on the part of the Employee. Compensatory time shall equal the time worked except for applicable

holidays and over 40 hours per week, then compensatory time will be one and on half (1 1/2) the time worked.

7.5 **REST PERIODS:** Employees who work seven (7) hours per day or more shall receive two (2) rest periods of fifteen (15) minutes each per day, preferably one in the morning and one in the afternoon except as follows:

7.51 **BUS OPERATORS AND ATTENDANTS:** Employees are entitled to rest periods as bus schedules permit.

7.52 **EMPLOYEES WHO WORK LESS THAN SEVEN (7) HOURS:** Employees who work less than seven (7) hours will receive at least one fifteen (15) minute rest period per day.

7.6 **MEAL PERIODS:** The meal period shall be as near as possible to the middle of the work shift. Employees may request permission from their immediate supervisor to leave the worksite during the meal period. School based personnel will be provided a paid lunch period of thirty (30) minutes but will be on-call during an ongoing emergency situation. All other employees will be provided a minimum of a thirty (30) minute non-paid duty-free lunch.

7.7 **EMERGENCY MAKE UP DAYS:** When it is necessary to close schools as a result of hurricane or other natural disaster, Employees will be notified via radio and television, if possible, prior to the beginning of the workday.

7.71 a. Employees may be called back to work when an emergency condition exists. Employees on leave the day before the "Emergency" and extending into the period or through the emergency to one day after may choose to remain on leave out of the possible rotating duty assignment.

b. Employees not able to report to work as directed during a "Declared Emergency" will be on leave.

c. Hours worked by Employees who are requested and working during a "Declared Emergency" will be tracked using an emergency work period timesheet.

d. Employees who are requested and working a "Declared Emergency" will be compensated for their normal workweek time sheets and from the emergency work period timesheets. If all other HESPA employees are paid for their normal workweek during a "Declared Emergency" the employee who is requested to work will receive their normal

workweek pay plus the hourly pay for working during a "Declared Emergency." Time and one-half (1 ½) will be paid for any hours over the forty-hour (40) workweek as defined in 7.03 and the pay can be substituted with compensatory time at the option of the employee.

7.8 **CHANGES IN SHIFT SCHEDULE:** When it is necessary to change the shift schedule of Employees in a job classification at a worksite, Employees will be given twenty (20) working days' notice. This may be waived with the agreement of the employee. Shift changes shall not be punitive or disciplinary in nature Employee preference, length of service, and qualifications will be considered when shift changes are necessary. Temporary changes in an employee shift schedule may occur with agreement of the employee and site supervisor.

7.9 **DOCUMENTATION OF WORK TIME:** Each worksite will establish an accurate method to document employee work time and attendance. The supervisor of the worksite will notify employees of the method and procedure for documenting work time and attendance.

7.10 **SUMMER EMPLOYMENT OPPORTUNITIES:** Full time regular employees will be offered summer employment by the district prior to hiring part time employees who are not District employees. Employees will be paid at the rate of the summer job. Employees must agree to commit in advance to work the entire summer schedule. Employees may not use personal days for non-emergencies. Those who do will be ineligible for the following summer's employment opportunities.

7.11 Each Employee shall promptly report in writing to the principal/supervisor any physical condition in the worksite which he considers to be potentially unsafe, hazardous or unhealthy to the well-being of the students and/or employees in the school using the form in appendix or sending an email.

ARTICLE 8 - GENERAL EMPLOYMENT PRACTICES

8.1 **PROBATION:**

8.11 INITIAL PROBATIONARY STATUS: Beginning July 1, 2000 all fulltime employees will be hired for an initial probationary period of up to twelve (12) months during which time the employee may be terminated without cause or given the option to resign. Dismissal during the initial probationary period shall not be grievable nor shall the Board prejudice resignation by the employee. An Employee employed seventy-five percent (75%) of their contract period shall receive credit for a full year of experience toward continued employment status.

8.12 CONTINUED EMPLOYMENT STATUS: Upon completion of the probationary period, appointment to subsequent employment would be considered Continued Employment Status.

8.2 **AMERICANS WITH DISABILITIES ACT:** The Board agrees to follow the provisions of the Americans with Disabilities Act and other relevant laws and statutes in providing reasonable accommodations for Employees with injuries and disabilities. Employees requesting accommodation(s) must submit a Request for Accommodations form to the Human Resources Department. If necessary, a Medical Certification of an ADA Qualified Impairment must also be submitted to Human Resources. Copies of these forms can be obtained from Human Resources or through the district web page under Forms Page.

8.3 **SENIORITY AND REDUCTION-IN-FORCE:** In the event the Board determines that a reduction in work force (RIF) is necessary it shall give written notice to the Association twenty (20) working days prior to implementing such Employee reduction. Reduction-in-force may be conducted by length of service countywide or by length of service by area (Clewiston and LaBelle) as determined collaboratively by the HESPA leadership and the Superintendent anddocumented in writing. Reductions-in-force will be countywide if joint agreement is not obtained. When allocations at any work site require that any employee have a change in hours or days, the employee shall be notified of the change ten (10) days prior to the effective date of the change, except for the first fifteen (15) days of the school year. If there is a unilateral reduction in working hours or work year at a work site, the reductions shall be implemented beginning with the least senior employee provided the senior employee has the ability to perform the available work in a satisfactory manner. By work site, restoration of lost hours or days shall be done beginning with the most senior employee provided the senior employee has the ability to perform the available work in a satisfactory

manner, going down to the least senior employee. Reductions and restoration shall be done site by site.

8.31 **POSITIONS REDUCED:** The Superintendent shall determine the Employee classification(s) or job titles and the number of positions affected. The names, work locations, hire dates, and classifications or job titles of all full-time Employees whose positions are to be eliminated shall be provided, in writing, to the Association.

8.32 **CRITERIA FOR REDUCTIONS:** Should the Board have to reduce Employees in any of the areas identified in section 8.031, a qualified employee having the longest unit seniority within each bargaining unit classification shall be laid off last. Voluntary transfers may be considered when appropriate.

"Qualified" shall apply to those employees working in the bilingual program who are fluent in a second language or employees working as self-care assistants in exceptional educational programs who have participated in in-service or equivalent training in the area of (i.e. speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training).

If a more senior employee who does not currently meet all qualification requirements can successfully complete required training and become qualified prior to a position having to be filled he/she shall retain a position over a less senior equally qualified employee.

Paraprofessionals and Self Care Assistants assigned to and working with a specific child as required by and Individual Educational Plan (I.E.P) will have Super Seniority and will have preference if it is determined to be in the best interest of the student.

Any "highly qualified" self-care assistant who is laid off shall inform the district as to whether he/she is interested in being recalled to a paraprofessional position. Said notification shall be made not later than the last day of employment, at which time the employee shall be placed on the educational paraprofessional and self-care assistant recall list in order of bargaining unit seniority.

8.33 **RECALL:** The following procedures shall be followed for recall of employees:

8.34 **RECALL POSITIONS:** The Board and Superintendent shall determine the reduction areas/job titles and the number of positions in which recall will be made and the number of Employees. Recall may be conducted by length of service, countywide or by area (Clewiston and LaBelle), as determined collaboratively by the HESPA leadership and the Superintendent. Said determination will be documented in writing. Recalls will be countywide if joint agreement is not obtained.

8.35 **CRITERIA FOR RECALL AND NOTICE:** Recall will be implemented by seniority in service, with the most senior being recalled first. It will be the employee's responsibility to double check his/her seniority date and their current address with the Human Resources Department. Changes reported on seniority and address should be double checked for accuracy by the H.R. Department prior to the RIF. If an error is found in the seniority date after the RIF has been announced, the employee discovering the error will be placed on the recall list by his/her seniority date. Recall notice may be made by telephone to the Employee's last recorded phone number in the H.R. records. If no response is received within the acceptance period, a certified letter will be mailed to his/her last recorded address in H.R. records notifying the employee that the district's responsibility to the employee has been terminated

8.36 **RECALL ACCEPTANCE:** Recall can be done by phone, email or written notice. Any Employee not responding to, or accepting, the notice of recall within three (3) working days shall forfeit any recall rights and be dropped from the recall list. Any Employee, who is temporarily unable to return due to medical reasons certified by a licensed medical provider, may request an extension during the recall period.

8.37 **RECALL INSURANCE COVERAGE:** Employees whose positions have been reduced pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the recall term, provided that the premiums for such insurance programs shall be paid by the Employee on a monthly basis in advance of the month due.

Insurance for an employee who has been RIF'd at the end of the school year or during the summer, who is covered by District provided insurance shall continue to be covered by insurance until August 31 of that year. Any exceptions shall be handled on an individual basis.

Insurance for an employee who is covered by District provided insurance and who has been RIF'd during the school year shall continue to be covered by insurance until a time agreed upon by the District and HESPA. (Normally until the end of the month in which the employee was terminated.)

8.38 **RECALL EMPLOYEE RETIREMENT:** Any Employee who would have qualified for retirement during the reduction year shall be permitted to work through that year so as to acquire needed service to retire or to vest retirement benefits.

8.39 **RECALL TERM:** The term of recall rights shall be for eighteen (18) months for all Employees except probationary Employees. The term of recall rights for probationary Employees shall be for the remainder of their individual contract term but shall in no case be longer than one (1) year.

8.0310 **RECALL LENGTH OF SERVICE:** For clarification, length of service is in the definitions section of this agreement.

8.0311 **RECALL NEW EMPLOYEES:** No new employee will be hired as long as there are Employees on the recall list.

8.4 **LENGTH OF SERVICE LIST:** The Superintendent agrees to provide the Association President a current seniority list (developed in accordance with the definition in this agreement) by November 1 of each year and prior to any reduction in force.

8.5 **EMPLOYEE PERFORMANCE ASSESSMENT:** Employees shall receive a written performance assessment (or evaluation) of their work at least once during each contract year. The employee's performance shall be deemed overall Highly Effective if the assessment is not completed **by May 1** of each calendar year. Supervisor(s) will discuss every written performance assessment with the Employee. Evaluations shall be completed on the Non-Instructional Personnel Evaluation Form in Appendix D.

8.51 **PROCEDURES FOR IMPROVEMENT:** A less than satisfactory indication on an employee's performance assessment must be substantiated by written documentation using the Procedures for Improvement Form in Appendix F, and delivered in a timely manner. Procedures for Improvement Forms will be confidentially delivered and discussed by the Supervisor with the Employee.

8.52 **ACKNOWLEDGING ASSESSMENT:** After discussion of the performance assessment, the Employee will sign the performance assessment, acknowledging that he has been shown the report and that it has been discussed with him by the assessor.

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

8.54 **ASSESSMENT DATES:** Employees receiving performance assessments shall be given a copy of said assessment within ten (10) calendar days after completion.

8.55 **ASSESSMENT CONFERENCE:** At the request of the Employee, Performance assessments will be discussed at a conference between the Supervisor(s) and Employee. All discussions of a performance assessment shall be conducted in private except that it is understood that both parties shall have the right to a witness or representative.

8.56 **ASSESSMENT INPUT:** No Employee in the same unit shall have input, complete, or sign performance assessments of other Employees. The site supervisor shall be responsible for completion of the annual performance assessment. Teachers will not assess nor evaluate members of the unit but may provide input.

8.6 **PERSONNEL FILES:**

8.61 **REVIEW OF FILE:** Each Employee has the right to have another person accompany him to review his personnel file. Such review may be made in the presence of the person responsible for the safekeeping of the personnel files.

8.62 **COPY OF FILE RECORDS:** The Board will provide, within five (5) working days, a copy of the Employee's personnel file as is requested by the Employee. The cost of duplication of such records may be paid by the Employee.

8.63 **UNFAVORABLE ENTRY IN FILE:** No unfavorable entry shall be made in the Employee's file(s) without his knowledge. He shall affix his signature to such entry to indicate only that he is aware of the entry.

The Employee shall have the right to respond to any material placed in the personnel file, and his answer shall be affixed to the material and placed with it in the Employee's file(s).

8.7 **DISCIPLINE:**

8.71 **COMPLAINTS:** No disciplinary action against an Employee shall be taken on the basis of a complaint, nor any notice thereof shall be included in the Employee's personnel file, unless the matter is first reported to the Employee in writing by the person receiving the complaint.

8.72 **REPRIMAND:** Any written reprimand (or warning) shall be furnished to the Employee. The Employee shall sign the reprimand or warning for the sole purpose of indicating that he has received the statement and has discussed it with the supervisor. The affected Employee will receive a copy of the first reprimand (or warning) issued by the Supervisor. The original copy of the first reprimand (or warning) may be placed in a file maintained in the Supervisor's office. This first reprimand (or warning) may be held in abeyance by the Supervisor, with no copies forwarded to the Employees personnel file maintained in the Human Resources Department. If no other offending behavior occurs, and there is no other offending behavior or corrective action, the Supervisor will return the original reprimand (or warning) to the employee at the end of one calendar year from the date of issue.

Written reprimands (or warnings) based upon a serious breach of conduct which is criminal in nature, involve moral turpitude, or compromises the health and/or safety of an individual will be forwarded to the employee's district personnel file.

8.73 **SUSPENSION:** All notices of suspension shall be in writing and delivered to the Employee within five (5) days of the decision to suspend. The Association shall be notified when any Bargaining Unit member is to be suspended.

8.74 **TERMINATION:** The Board may terminate the Employee for reasons stated in Florida Statutes 1012.40. The Employee shall have fifteen (15) days from receipt of written notice of termination to demand in writing a hearing. The Employee shall be entitled to a hearing at the Board's election in accordance with one of the following procedures:

A direct hearing conducted by the Board within sixty (60) days of receipt of the Employee request. The hearing shall be conducted in accordance with the provisions of FS.120.57 (1)(a) 1. A majority vote of the membership of the Board shall be required to sustain the Superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

a. A hearing conducted by a hearing officer assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted within sixty (60) days of receipt of the Employee's request in accordance with FS. Chapter 120. The recommendation of the hearing officer shall be made to the Board. A majority vote of the Board shall be required to sustain or change the hearing officer's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

Any discipline of an employee including reprimand, disciplinary suspension, or demotion while under a probationary or cc contract shall only be for just cause as defined in Florida Statute 1012.40.

8.75 DISCIPLINARY ACTIONS

Section 1a. This Article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

b. All facts pertaining to a disciplinary action shall be investigated as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

Section 2 Disciplinary actions shall be governed by applicable statutes.

Section 3 An employee against whom action is to be taken under this Article shall have the right to due process.

a. Prior to discipline the supervisor must conduct a fair and objective investigation.

b. Discipline shall be progressive in nature, however certain serious breaches of conduct may result in immediate termination

Section 4 The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

Section 5 The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions. This amount of time is to be mutually agreed upon by the parties.

Section 6 Administration involuntary reassignments to other schools, retraining, recertification, oral counseling, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

Section 7 Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts have occurred within the five years preceding the existing allegation and are reasonably related to the existing allegation. All previous charges or actions must have been shared with the employee.

Section 8 a. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violations, progressive discipline shall be administered as follows:

1) Corrective discussion (verbal) notation only in site notes to sunset at the end of the school year.
2) Corrective summary (letter of concern) sunset after a period of two (2) years if no actions of a similar nature have occurred.

Steps 3-5 only may be appealed through the grievance process

3) Written warning (reprimand)
4) Suspension without pay up to 5 days
5) Dismissal. (Termination)

Section 9 SUNSET OF LETTERS OF REPRIMAND

Letters of reprimand in an employee's official personnel file SHALL BE DEEMED AND MARKED AS SUCH, "No longer valid for discipline" after a period of two (2) years. It is understood the district will only follow this section if a file is reopened for new discipline.

8.8 WORK PLACE CIVILITY: Employees shall not engage in speech, conduct, behavior (verbal or non verbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this provision by filing an incident report with the supervisor against the person allegedly committing the violations. The resolution of a complaint under this provision may result in disciplinary measures which include reprimand (verbal or written), involuntary transfer, suspension (with or without pay), and possible termination.

8.9 Turnaround Schools

In the event that any under-performing school in the district becomes managed by an entity other than the local School Board and Superintendent,

a. any employees that request a transfer from that school shall be placed in comparable positions at another school before any new employees are hired, provided that the transferring employee has an Effective evaluation rating or higher from the previous year and possesses the job qualifications, training, and/or certification.
b. employees with Professional Service Contracts or Continuing Service contracts shall be given priority in transfer requests over employees with probationary or contracts.
c. any employees who remain employed at that school will be considered "on leave" and their time spent at that school shall not constitute a break in service should they transfer to another district-managed school at a later date or should their school return to district management.

ARTICLE 9 - JOB POSTING, BIDDING, TRANSFERS, AND PROMOTIONS

(Article 9 does not apply to transportation – See Article 14.01 for transportation drivers and attendants)

9.1 **VACANCIES:** A vacancy occurs after all internal transfers have been made. Job openings and new positions shall be filled as herein provided.

9.11 **RECOMMENDATIONS:** When job vacancies occur, the supervisor's recommendation shall be based on the applicant's qualification (as listed in the job description), job performance warnings, reprimands, letters of concern, etc. and length of service. Current Employees of the Board who apply and are equally or more qualified, shall be given consideration prior to the final decision to hire other applicants. An unsuccessful applicant may request a conference with the supervisor to discuss his application and possible changes to enhance the Employee's opportunity for future promotion.

9.12 **NOTIFICATION OF HIRING:** Upon request, all applicants shall be notified by the principal or supervisor of the hiring decision.

9.13 **POSTING VACANCIES:** All part time, temporary, and full-time openings shall be posted at all worksites and on the Hendry County District web site. Job opportunities will be posted five (5) consecutive working days prior to filling the position. Posted job openings shall include the beginning hourly rate and the number of work hours per day. No part time/temporary positions will be filled unless bus employees have been afforded consideration for the position.

9.14 Anyone wishing to apply for a job that has been posted must submit an application, or if they are a current employee, he/she must submit a Notice of Interest Form. This Form must be signed, dated, and delivered to the school or department posting the job, during the five-day posting period. Applications or Interest Forms submitted after the posting time has expired will not be considered.

9.2 **VOLUNTARY AND INVOLUNTARY TRANSFER**

9.21 **VOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:** Where appropriate, volunteers will be sought prior to implementing involuntary transfers.

9.22 **INVOLUNTARY TRANSFER TO ANOTHER SCHOOL OR SITE:** The Superintendent, when deemed in the best interest of the school system, may recommend to the Board an involuntary transfer of Employees. The Superintendent shall determine the criteria for the selection of Employees to be involuntarily transferred. Such criteria shall be applied uniformly throughout the district. Criteria include, but are not limited to, a disruption to the workplace, departmental relocations, funding considerations, etc. If it is necessary to make an involuntary transfer, the Employee(s) being considered, and the Association shall be given timely written notice. An Employee selected for involuntary transfer may utilize the grievance procedures as per Article 6 up to Level III but not to include Level IV.

9.23 Involuntary transfers may be made in the event of a school opening and/or closing or in case of a Reduction in Force (RIF) after voluntary transfers are considered.

9.24 Involuntary transfer may be made to achieve a reduction in the number of employees assigned to a worksite. Subject to job requirements and student needs, employees selected for involuntary transfer shall be those with the least length of service.

9.3 **JOB DESCRIPTIONS:** Job Descriptions, reviews, and evaluations shall be developed by mutual agreement of the HESPA leadership and the Board Negotiation Team. All recommendations of the parties will be forwarded to the Superintendent. Favorable recommendation by the Superintendent will be forwarded to the School Board for action.

The sole purpose of this labor/management team will be to revise the job description to fit requirements and qualifications of the job that have changed since the last revision. This Committee will make no recommendations concerning pay for any job description.

9.4 **REASSIGNMENTS & TEMPORARY REASSIGNMENTS:** A reassignment occurs when an Employee is moved to a new work area or different program area, within the same worksite, but the job title remains the same. The Supervisor can reassign within the worksite, as he/she deems necessary provided the authority is exercised in a professional and fair manner. Employees who desire to be reassigned shall file a written statement with his/her Supervisor. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist with the building/location.

9.041 When an Employee, in the same location, is assigned to fill in for an absent Employee in a position or a classification that normally would pay a higher rate, for more than seven (7) workdays, the Employee shall be paid at the higher pay grade for all time worked in that position retro to the first day of reassignment.

9.5 Summer school, after school or any position (excluding extra-curricular) outside of the normal school day will be filled based on qualifications, performance, and years of experience in that order.

Employees who cannot commit in advance to work the entire work schedule will not be eligible for extra work.

Employees who accept these positions and fail to complete their commitment to the School District due to the use of personal leave or undocumented sick leave days for non-emergencies will be ineligible for the following year's summer school or after school work.

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

9.7 **SUBCONTRACTING OR PRIVATIZATION:** The Board reserves the right to contract out any work that may require special skills, licenses, equipment, additional liability, or time, not possessed by bargaining unit members when deemed in the best interest of the Board. The Board further agrees that they strongly believe in maintaining bargaining unit jobs. Before contracting any major work group (e.g. maintenance, food service, transportation, or custodial service) that would require a reduction in the HESPA Bargaining Unit, management would conduct a collaborative study with HESPA to determine cost/benefit to the Board.

ARTICLE 10 - LEAVE PROVISIONS

10.1 The following types of leaves are permitted by the Board:
10.2 Sick Leave (With Compensation)
10.3 Illness-in-Line-of-Duty Leave
10.4 Jury/Court Appearances Leave
10.5 Personal Leave (With Compensation)
10.6 Family Leave (Without Compensation)
10.8 Military Leave
10.9 Sick Leave Bank
10.10 Extended Personal Leave
10.11 Bereavement Leave
10.12 Sick Leave Buy Back
10.13 Sick Leave Donation to Another Employee

10.2 SICK LEAVE (WITH COMPENSATION):

10.21 Any Employee employed on a full-time basis by the Board who is unable to perform his duties because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his own household and consequently has to be absent from his work, may be granted leave of absence for sickness by the Superintendent, to the extent provided by law.

10.22 Each full-time member of the non-instructional staff shall be credited for four (4) days of sick leave at the end of the first month of employment of each fiscal year and shall thereafter be credited for one (1) day of sick leave for each month of employment, which shall be credited to the Employee at the end of the month, and which shall not be used prior to the time it is earned and credited to the Employee. Employee may earn no more than one (1) day of sick leave times the number of months of employment during a year. Fulltime Employees who work 186 days (including paid holidays) per student school year shall be credited ten (10) sick leave days per year.

For non-instructional Employees, the only sick leave that may be transferable from outside the district would be sick leave accrued from other governmental agencies. Such leave may be transferred on a matching basis.

There shall be no limitation on the number of sick leave days accumulated.

The Superintendent or designee may request a doctor's

certificate if the absence occurs immediately preceding or after a holiday or if the Employee has been absent two (2) consecutive days. If a doctor's certificate is requested, the Employee shall be given notice in advance of the next absence.

a. In the event an employee misses three(3) consecutive days and is not eligible for FMLA, a doctor's statement may be required prior to retuning to work.

10.23 Any Employee who finds it necessary to be absent from his position because of illness shall notify his Supervisor prior to the workday on which he must be absent, or as early as possible prior to the opening of work on the day on which he must be absent, except for emergency reasons as defined by the Board. If a doctor's certificate is requested, the Employee will be given prior notice prior to return to work or prior to the next sick leave requested.

10.24 Any Employee, before claiming and receiving compensation for the time absent from his duties while absent because of sick leave as prescribed, shall make and file with his Supervisor by the end of the work month following his return from such absence, a written sick leave form Appendix G, which shall set forth the day or days of absence, that such absence was necessary, and such Employee is entitled to receive pay for such absence.

10.25 Sick Leave transferred between family members who are School District Employees, shall be provided as outlined in School Board Policy.

10.3 ILLNESS-IN-THE-LINE-OF-DUTY LEAVE (WITH COMPENSATION):

10.31 Non-instructional Employees are entitled to illness-in-line-of-duty leave each year because of illness contracted at their worksite or injury incurred in the discharge of duty. In any fiscal year, regardless of the number of illnesses or injuries, this leave cannot exceed ten (10) days, nor can leave exceed ten (10) days per any single illness or injury when that illness or injury continues or recurs from one fiscal year to succeeding fiscal years, when he/she has to be absent from work because of a personal injury received in the discharge of his/her duties.

Such leave shall be non-cumulative from year to year and shall not be taken in conjunction with the other employee paid leave. Employees shall not receive loss time payment from workers compensation and any other employer paid leave simultaneously.

Confirmation that such illness or injury was in fact incurred in the line of duty must be secured from an attending physician. The Board reserves the right to request a second medical opinion from a physician designated by the Board. Any additional expense incurred as a result of this requirement will be paid by the Board.

10.32 All claims for illness or injury-in-the-line-of-duty leave shall be submitted to the Superintendent. If approved, he will authorize payment thereof.

10.33 In the opinion of the Board, if circumstances warrant it, the Board may grant additional days, as it deems appropriate.

10.4 **JURY DUTY/COURT APPEARANCES:** An Employee shall be granted jury duty leave of absence without loss of pay.

An Employee may be granted leave without loss of pay to appear as a subpoena witness for lawsuits not initiated by the Employee.

10.5 **PERSONAL LEAVE (WITH COMPENSATION):** If a sick leave balance exists, employees may apply for six (6) days personal leave to be counted as sick leave, with such leave to be non-cumulative. The Board and the Association agree that the purpose of personal leave is to allow the employee to attend to personal business or matters which cannot be attended to outside of the employee's regular workday. Examples of personal business include but are not limited to, legal and judicial proceedings, family weddings, or graduation, civic functions, etc. It is not intended to be used for recreational purposes. Employees who are found to be in violation of this section through the misuse of personal leave may be subject to disciplinary action.

Employees planning to use Personal Leave on the day(s) before or after a Holiday or during the first or last week of his/her employment contract must apply for the requested leave using the form **CSD00629 , Personal Leave Form** AND the standard leave form. The two forms are to be submitted together to either the principal or site administrator.

Principals/Site Administrators will approve or disapprove requests in the order in which they are received and send his or her recommendation to the Superintendent for final approval.

A Holiday or break is defined as any day marked on the Official School Board Calendar as "Holiday" or "Break".

These requests should also be received at least thirty (30) calendar days in advance except in the case of an emergency. Employee attendance is vital to the overall success of the education of the students of Hendry County.

An employee planning to use a personal leave day shall notify his/her

supervisor in writing on the standard leave form not less than 24 hours in advance of such leave except in cases of emergency. Employees wishing to use Personal leave for three (3) consecutive days or more must apply for said leave, at least 30 working days in advance and must state the reasons for the leave.

Employees will not be required to provide the supervisor with the reason for the personal leave request except when they are requesting 3 consecutive days or more.

If it is determined that the timing of the requested leave may create a disruption in the work setting the leave may be denied. (Example: If the request is at a time when the transportation FTE count is being conducted).

If this occurs the employee will be given two options:

1. Accept disapproval of the personal leave request, or
2. Provide the supervisor verbally with a reason for the request so that the supervisor may try to accommodate the needs of the employee when the request, based on the reason given, is a situation that cannot be controlled by the employee or postponed to another time. (Examples: family wedding, court appearances, etc.) The reported reason will not be recorded and will be held in confidence.
3. When a situation arises that necessitates disapproval of request for personal leave, the principal or supervisor will give consideration to those requests in the order in which they are received.

   No more than ten percent (10%) of the Employees at a worksite will be approved at a single time, provided any fraction shall be rounded off to one.

A denial of paid personal reasons may be appealed in writing to the Superintendent or his designee.

PERSONAL LEAVE (WITHOUT COMPENSATION): - Personal leave without pay will not be approved except in those instances where the employee has no appropriate paid leave available. It is understood that an employee's willingness to take leave without pay does not impose a requirement on the principal or supervisor to approve the request for leave. The request is subject to approval based on the extent to which the employee's absence will impact the work setting.

All of the provisions and requirements pertaining to Personal Leave (With Compensation) apply to Personal Leave (Without Compensation).

Employee attendance is vital to the overall success of the school district. With the acceptance of this language regarding personal leave the district will implement an Attendance Bonus which is detailed in the HESPA salary schedule.

10.6 **FAMILY LEAVE (WITHOUT COMPENSATION):** The Board will provide family and medical leave to qualified non-instructional Employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The regulations listed below outline the procedures for carrying out said leaves.

10.61 A leave of absence shall be granted for a total of twelve (12) work weeks during any year for one of the following reasons: (A year is defined as 365 days from the date of the event giving rise for the request.)

(a) The birth of a son or daughter in order to care for such son or daughter

(b) Placement of a child with the Employee for adoption or foster care

(c) Care for the relative of the employee if such relative has a serious health condition; or

(d) A serious health condition that makes the Employee unable to perform the functions of the position of such Employee.

(e) To be used for any qualifying exigency arising out of the fact that a covered military member (member of the National Guard and Reserves) is on active duty or called to active-duty status in support of a contingency operation. A qualifying exigency is as follows: a) Short-notice deployment; b) Military events and related activities; c) Childcare and school activities; d) Financial and legal arrangements; e) Counseling; f) Rest and recuperation; g) post-deployment activities; h) Additional activities not encompassed in other categories, but agreed to by the employee and the Board; or

(f) To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

10.62 An “Eligible Employee” means all full-time employees.

10.63 If both husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.

10.64 Employees who are on a leave granted under this policy and who are eligible to receive Board-provided health insurance when actively working for the Board shall maintain coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board-offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.

10.65 Employees who wish to take family leave, as outlined in 10.061 subsections (a) and (b) above, are required to give thirty (30) day notice in the event of a foreseeable leave. A “Family Medical Leave Request” form should be completed by the Employee and returned to the appropriate administrator. In unexpected or unforeseeable situations, an Employee should provide as much notice as is practical, usually verbal notice within one or two business days from when the need for leave becomes known, followed by a completed leave form requesting “Family Medical Leave.”

If an Employee fails to give thirty (30) day notice for a foreseeable leave without reasonable excuse for the delay, the leave will be denied until thirty (30) days after the Employee provides notice.

10.66 Employees who wish to take medical leave, as outlined in 10.061 subsections (c) and (d) above, must provide the Board with thirty (30) calendar days written notice, except that if the date of the treatment or care requires leave to begin in less than thirty (30) days, the Employee shall provide such notice as soon as is practicable. Employees shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Board.

10.67 Family leave, as outlined in 10.061 subsections (a) and (b) above, shall not be taken intermittently. The affected Employee may take up to the full 12 weeks for leave provided by law.

10.68 Medical leave, as outlined in 10.061 subsections (c) and (d) above, may be taken intermittently when medically necessary. Under such circumstances, the Employee must try to schedule the leave so as not to disrupt unduly the employer's operations. Also, the Superintendent may place the Employee in an alternative position, which better accommodates the intermittent leave. For Employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro-rata basis.

10.69 Leave under the Family and Medical Leave Act is intended to provide assistance to Employees who do not have other leaves available. Therefore, pursuant to the authority granted under said law, Employees wishing to take family or medical leave must first use the following leaves:

(a) Employees may substitute any accrued paid vacation for family leave provided for in 10.061 subsections (a) and (b) above, for any part of the 12-week leave period.
(b) Employees must substitute any accrued paid vacation, sick leave, disability leave, and worker's compensation leave for medical leave as described in 10.061 subsections (c) and (d) above. (Note: Employees who do not qualify for disability or worker's compensation may qualify for medical leave if they meet the certification requirements listed in 9.080 below).

10.70 The Board shall require a Medical Certification Statement (Appendix H) from eligible Employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within a time frame determined by the Superintendent. The administration or Superintendent may require a second or third opinion (at its own expense), periodic reports on the Employee's status, and intent to return to work, and a fitness-for-duty report to return to work.

10.71 Upon return from a FMLA leave and within the 12-week period the affected Employee is entitled to be restored to the same position that the Employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

The Employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the Employee's position would have been eliminated or the employee would have been terminated but for the leave, the Employee would not have the right to be reinstated upon return from leave.

If the Employee fails to return within twelve (12) weeks following a family/medical leave, the Employee will be reinstated to their same or similar position, only if available, in accordance with applicable laws. If the Employee's same or similar position is not available, the Employee may be terminated.

10.8 **MILITARY LEAVE:** Any employee required to serve in the Armed Forces of the United States shall be granted up to thirty (30) days leave with pay for such service. Any remaining leave shall be without pay. An employee returning from such leave shall be returned to the employment without prejudice and will maintain his/her rate of pay and district seniority, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The school district shall employ the employee returning from such leave by not later than six (6) months from the date of the employee's written notice of intent to return to the district.

10.9 **SICK LEAVE BANK**

The parties agree that there shall be established and maintained a Sick Leave Bank for the purpose of providing sick leave with pay during periods of prolonged personal illness, accident, or injury not otherwise compensated by the Board. The intent of the Bank is to provide income protection for all participating members of the bargaining unit. Bargaining unit members shall become eligible to participate in the Sick Leave Bank after one (1) year of employment in the school district; provided the employee has accumulated not less than 10 days (equivalent hours) of sick leave, or hours that reflect 10 days of work. Once eligible, employees shall be permitted to enroll in the Sick Leave Bank during the first 30 days of the instructional calendar year.

All participating members shall contribute 1 day (or equivalent hours) or hours that reflect one day of sick leave the first month of eligibility. Each member of the bargaining unit will sign a statement either accepting or declining enrollment in the sick leave bank.

10.91 Applications for membership and/or use of the Bank may be obtained from the bargaining unit member's primary worksite.

10.92 Participating members shall contribute 1 day (or equivalent hours), or hours that reflect one day, at the beginning of each even-numbered year. Additional contributions will be required when the Bank reaches a balance of less than 25 percent of the number of participants provided no further contributions will be assessed if the balance exceeds two (2) times the number of participants.

10.93 Participating members will be allowed to withdraw up to

15 days during their first year of continuous enrollment, 30 days during their second year of continuous enrollment, and 50 days during their third year and thereafter of continuous enrollment in amounts approved by the committee according to the following provisions:

a. The member shall request withdrawals from the bank only for personal illness, accident, or injury.
b. The member shall have exhausted all accumulated sick leave.
c. The member shall have been absent at least ten (10) consecutive days after exhausting all available sick and vacation leave.
d. The member shall not make application for withdrawals during the first 90 days of membership in the Bank.
e. The member shall not be eligible to withdraw days from the Bank for absences caused by elective surgery that normally could be scheduled during non-contract days and must provide documentation that said surgery is not elective.
f. . The member shall be eligible to make a withdrawal from the Bank for mental illness only when an inpatient hospital stay is required.

10.94 The Sick Leave Bank will be under the supervision of a five- member Sick Leave Bank committee composed of one (1) administrator chosen by the Superintendent, (2) teachers selected by the Association President, and (2) support service employees selected by the Association President. A majority vote of the Committee will be required to determine if a participant is eligible to withdraw from the Bank in accordance with 10.103 above. In the event of a denial of withdrawal, the member may petition the Committee for reconsideration if additional information from a medical provider may affect the outcome. Final approval of all withdrawals shall be by the School Board.

10.95 **EXTENDED PERSONAL LEAVE (WITHOUT COMPENSATION):** Extended leave for personal reasons may be granted by the Board for a period of time not to exceed one (1) year to any full-time regular Employee who is not in a probationary status. Such leave shall be without compensation and shall not be granted for consecutive years. The request for such leave must be made in writing to the Superintendent at least thirty (30) days prior to the

requested starting date of such leave.

10.96 BEREAVEMENT LEAVE:.
All full-time employees, upon request, will be granted up to three (3) work days with pay during contracted days, in death of any relative, as defined by the U.S. Office of Personnel Management.

Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in annual or sick leave. Payment in lieu of Bereavement leave is not authorized."

Supervisors may request verification of death and relationship from the employee prior to recommending approval of bereavement leave.

10.10 **SICK LEAVE BUY BACK**: To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year, upon request, shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year. The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment of unused sick leave under this section.

2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

3. For purposes of this section, sick leave shall be defined pursuant to all sections of the F. S. 1012.61.
4. Days for which such award payment is received shall be deducted from the accumulated leave balance.

5. Payment shall be equal to the number of the eligible days times the affected employee's daily (or hourly) rate of base pay times eighty percent (80%).

6. Payment shall be made if the district has the unencumbered fund balance required by the state.

10.11 **SICK LEAVE DONATION TO ANOTHER EMPLOYEE:** For purposes of this section sick leave shall be defined pursuant to F.S. 1012.61. Eligibility – Any member of the instructional staff or any other employee of a district school system employed on a full-time basis in the public schools who is unable to perform his or her duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child other close relative, or member of his or her own household, and consequently has to be absent from his or her work.

Any full time District employee may donate sick leave to any other District employee in accordance with the following criteria:

1. The recipient must provide written documentation, by the treating physician, of the illness, accident, or injury for which the leave is authorized.
   ~~2.The recipient and the donor must have been with the district for a minimum of (1) full year of employment.~~

2. The donor must have a minimum of 75 hours (equivalent to ten (10 days) of accumulated sick leave remaining after making a donation of sick leave hours.
3. Donors will not be able to donate more than five (5) days of accumulated sick time at a time. If the receiving employee runs out of donated time subsequent donations of five (5) days at a time may be made.
4. If the donor is a member of the sick bank and finds it necessary to use sick bank days during the school year in which they donated days, the number of days they are eligible to use from the sick bank shall be reduced by the number of days they have donated to other employees.
5. The recipient may not use donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool.
6. Sick leave must be donated in full days depending on the length of the workday for the donating employee. Employees may not donate partial days.
7. Donated sick leave shall have no terminal value to the recipient.

8. Donated sick leave from employees shall be used on a first in first out basis until all donated sick leave has been expended or the recipient no longer needs the donated sick leave.
9. Donated sick leave shall be paid out at the rate of the employee receiving the sick pay. Donated days shall be paid out at a day for a day ration. Donated sick days will be used on a first in, first out basis.

    - At the end of the authorized sick leave event any unused sick leave will be returned to the authorizing employee whose donated sick leave has not been used.

10. Unused donated sick leave cannot be accumulated or held by the recipient after the authorized event is over.
11. An authorized event is over when the recipient is released by the doctor to return to work, when the event requiring the absence is over, when the recipient terminates his or her employment with the district for any reason or when the recipient is deceased (whichever comes first).
12. Employees wishing to donate sick time to another employee must complete a sick leave donation form and submit it to the Payroll Department.
13. Excluded from this policy are absences from the workplace due to:

•• Absences which will result due to elective and/or cosmetic surgery will be considered on a case-by-case basis as eligible or ineligible for voluntary sick leave transfer.

ARTICLE 11 - VACATION AND HOLIDAY

11.1 **VACATION LEAVE:** Twelve-month Employees shall be granted vacation with pay. Vacation time for an individual shall be so scheduled that there will be minimum disruption to the operation of the school system. Vacation leave shall be endorsed by the immediate supervisor and approved by the Superintendent, or someone designated by him to do so.

All twelve-month personnel are entitled to accrue, on an hourly basis, the following annual leave (vacation):

Up to 9 years of service (0 through 108 months) 10 days per year

10 to 15 years of service (109 through 180 months) 15 days per year

Over 15 years of service (over 180 months) 20 days per year

Employees must be employed by the School Board for a period of ninety (90) days in order to qualify for annual leave. At the conclusion of the ninety (90) days the Employee is credited with the hourly equivalent to two and a half days (2.5) annual leave.

The unit of creditable service shall be the calendar month. Only full calendar months shall be counted in determining accrual of creditable service; provided, however, that when employment is effective on or before the fifteenth (15th) calendar day of the month, an Employee shall be entitled to a month of creditable service. Similarly, a month of service shall be credited when termination is effective on or after the sixteenth (16th) calendar day of the month.

In no case shall an Employee carry forward to the next fiscal year more than sixty (60) days of vacation.

In accordance with F.S. 1012.65, Employees of the Board shall be paid for any accrued vacation leave upon termination of employment or retirement, provided termination was not for just cause.

Less than twelve (12) month personnel will not be entitled to any annual leave (vacation).

11.2 **HOLIDAY LEAVE:** All twelve-month personnel will have a minimum of ten (10) paid holidays which are identified by name or date by the annual Board adopted calendar. Employees who work ten months, or less, will have no fewer than six (6) holidays.

The holidays may include New Year's Eve, and New Year's Day, Good Friday, Monday after Easter, Fourth of July, Labor Day, Thanksgiving Day and day following, Christmas Eve and Christmas Day, and the Memorial Day; or as modified by an adopted annual calendar.

11.21 When a holiday falls on a weekend, the Superintendent shall specify the workday to be substituted for the designated holiday.

All less than 12-month personnel will be given holidays the same as 10 month contracted personnel.

Employees must work the day before and the day after a holiday, winter break or spring break. Employees who do not work the day before or the day after a holiday, winter break or spring break will not be paid for the day or days they are absent. If they are absent the day before, they lose one day of pay. If they are absent the day after, they lose one day of pay. If they are absent both the day before and the day after they will lose two days pay. They will receive their holiday pay.

The only exceptions are employees:

- Who submit a written doctor's excuse
- Request bereavement leave
- Who are on vacation (applies to twelve-month employees)
- Who have unusual circumstances that require them to be absent. Employees requesting an exception due to unusual circumstances must have their request approved in writing by the Superintendent or his designee prior to being absent.

Personal days may not be used the day before or after a holiday, winter break or spring break.

ARTICLE 12 – COMPENSATION

See summary at end of contract for 24-25

12.1 **SUMMER SCHOOL PERSONNEL:** Personnel hired for the specific purpose of working in the summer program shall be paid according to the previous school year's salary schedule.

12.2 **CONTROLLING DOCUMENT:** Appendix I1 and I2, will constitute the Hendry District School Board Non-Instructional (Bargaining) Salary Schedule. These appendices may be reviewed and updated annually. The parties agree step increases (experience increments) will not be paid automatically each year. Payment of step increases or future increases in salary, if any, will result from the bargaining process.

12.3 **OUTSIDE EXPERIENCE CREDIT:** The first step of each pay grade shall be considered the hiring rate for Employees. However, such Employees shall be given one additional step for verified experience up to a maximum of five (5)years after successfully completing the probationary period. Previous work experience shall be verified as equivalent to the Employee's position pursuant to Board policy. Outside experience shall be used for pay purposes only and shall not be used for calculation of vacation accrual. (See definition #12).

12.4 **PROMOTIONS:** No employee shall be deprived of his creditable years of successful service as a condition for promotion or as the result of a demotion. An Employee who terminates and is thereafter reemployed within one (1) calendar year shall retain his creditable years of successful service for pay purposes, except for longevity pay.

12.5 **DIRECT DEPOSIT:** Beginning July 1, 2015 all employees will be paid by automatic direct deposit. If an employee does not have a checking or savings account with a bank into which the check may be deposited the employee will be issued a Debit Card from a local bank.

12.6 **OVER AND EXTRA TIME PAY:** Pay for extra hours worked and overtime shall be paid no later than the next pay period after written approval is received from the Superintendent.

12.7 **PAY CHECK CONFIDENTIALITY:** Paychecks or paycheck information will be delivered in a manner that ensures confidentiality. Employees, who wish to receive their paychecks or paycheck information in an envelope, shall provide the envelope to their supervisor so that it may be used when distributing checks.

12.8 **MILEAGE FOR PRIVATELY OWNED VEHICLE:** Any employee who must use his personal automobile or otherwise provide his own transportation when on approved school district business shall be reimbursed by the Board at the prevailing adopted rate. Such mileage reimbursement shall not include routing travel to and from the Employee's home and the work locations to which he is assigned. Per Diem is to be paid in conformity with Board policies

.

12.9 **CONTINUING EDUCATIONAL PROGRAM:** To encourage and recognize individuals who pursue or continue their education, a supplement will be provided in Appendix **I 1-2** for the completion of the following programs: (The degree award must be prior to September 1 of the current employment year to receive the full annual supplement, and prior to January 1 to receive one-half (1/2) the annual supplement):

12.91 **AA OR *EQUIVALENT* TWO-YEAR DEGREE SUPPLEMENT:** This supplement will be paid upon receipt of an official transcript showing an awarded degree from an accredited college or university. Sixty (60) semester hours will be considered equivalent to an AA/AS degree.

12.10 **Substitute Paraeducators**

a. All full-time certified paraprofessionals that are requested to act as a classroom teacher as a substitute for more than ten (10+) consecutive days will receive an additional $25.00 daily supplement for the total amount of full (7.5 hrs) days worked.

b. Paraprofessionals hired to act as a teacher in an Integrated Pre-Kindergarten (IPK) classroom will receive an additional $25.00 per day from the contractual start date of this position.

ARTICLE 13 – INSURANCE

Opened but on hold pending insurance committee action for 1/1/2025

13.1 The Board shall provide, without cost to the Employee, group term life insurance for a twelve (12) month period in the following amounts:

(a) For Employees with 0-9 years of service to the Board, an amount equal to one (1) times their annual salary.
(b) For Employees with 10-14 years of service to the Board, an amount equal to one and one-half (1.5) times their annual salary.
(c) For Employees with 15 years or more of service to the Board, an amount equal to two (2) times their annual salary.

13.2 The Board shall provide insurance coverage in an amount not to exceed $9,871 annually for comprehensive hospital/surgical/medical/dental and major medical/life/disability insurance protection for a twelve (12) month period for each Employee. Any amount in excess of $9,871 will be paid by the employee.

Any increase in the cap amount above $9,871 per employee will be subject to bargaining.

The Board shall make available, through payroll deduction, Board approved tax deferred annuity programs to all Employees.

13.3 In the event that an Employee has exhausted sick leave accrued, fringe benefits enumerated above shall continue throughout the balance of the Employee's contract year, provided the individual requests and is granted personal leave for medical reasons, submits documentation of need in the form of a physician's statement and their immediate supervisor, and is recommended by the Superintendent and approved by the Board.

13.4 The Superintendent or designee shall notify a representative(s) of the Association prior to the development of insurance specifications and give full consideration to input regarding the quality of the coverage and service being provided by the carrier once approved by the Board.

13.5 Husband and wife Employees may elect to choose a dependent coverage plan in lieu of individual coverage, provided, the total cost to the Board does not exceed $19,742. Any amount in excess of $19,742 will be paid by the individual. Either spouse may elect to purchase optional life insurance at no cost to the Board.

13.6 Florida Statutes provide for the inclusion of retirees in the district's health and hospitalization plan. Retiree insurance benefit information can be found on the district's website.

13.7 **INSURANCE BENEFITS TASK FORCE (IBTF):** Within thirty (30) days after ratification of this agreement by the parties, a joint task force shall be created consisting of twelve members, three (3) HESPA, three (3) HCEA and six (6) members including the Chairperson who shall be appointed by the Superintendent. The IBTF shall review the current insurance programs. It will explore alternatives, improvements, changes and specifications to the existing insurance programs.

The parties agree to use a consensus-based process for making decisions. When using the consensus-based process, the parties will develop a decision-making timeline by mutual agreement of the parties which allows ample opportunity and time to discuss issues of concern before a final decision is made. In the event that a decision-making timeline lapses, the parties will revert to using majority vote to honor the deadlines in the agreed upon decision making timeline.

ARTICLE 14 - TRANSPORTATION

DEFINITIONS: The definitions listed below apply only to Article 14.

1. **Bus Route:** Normal daily route assigned to a driver to transport students (home-to-school, school-to-home) during the regular student school year.

2. **Summer Route:** Normal daily route assigned to a driver to transport students (home to school, school to home) during summer school.

3. **Bus Driver:** A qualified, licensed, fulltime Transportation Employee (4.50 hours minimum and compensate all bus drivers for actual total route and shop time rounded up to the 1/4 hour") who is assigned a regular bus route.

4. **Unassigned Regular Driver:** A qualified, licensed, fulltime Transportation Employee (**4.5** hours minimum) who is not assigned a regular bus route. These drivers primarily substitute for absent bus drivers with assigned bus routes or perform other transportation duties when not driving.

5. **Trip:** A bus trip (not a regular school year route or summer route) that includes, but is not limited to, field trips, recurring extra trips, seasonal/athletic trips, extracurricular and co-curricular trips.

6. **Vacancy:** A position left open due to resignation, transfer, extended leave of absence (temporary vacancy), retirement, death, termination of a driver, or creation of a new route

7. **Temporary Vacancy:** A vacancy of 8 weeks or more due to approved leave during which the regular Employee retains the right to return to his/her job.

8. **New Route:** A permanent regular or summer route that is created as a result of changes in student population, school opening or closings, student overloading of buses, and/or other unusual circumstances.

9. **Substitute Bus Driver:** A qualified, licensed part-time driver who is not assigned to a fulltime regular or summer route or Unassigned Regular position.

10. **Bus Bidding Seniority Date:**
    a. Employees who are not employed as full-time regular bus drivers in the Transportation Department may transfer to fulltime regular bus driver positions, if said positions are available, without serving as a substitute if they meet all other eligibility requirements. An eligible transferred employee's bus bidding seniority date shall be the effective date on the Personnel Action Form (PAF) which reflects the Superintendent's recommendation for transfer to a full-time regular

bus driver. The Bus Bidding Seniority Date shall not apply in the event of a reduction-in- force.

b. Current employees who are not employed as fulltime regular bus attendants in the Transportation Department may transfer to fulltime regular bus attendant positions, if said positions are available, without serving as a substitute if they meet all other eligibility requirements. An eligible transferred employee's bus bidding seniority date shall be the effective date of the Personnel Action Form (PAF) which reflects the Superintendent's recommendation for transfer to a fulltime regular bus attendant. The Bus Bidding Seniority Date shall not apply in the event of a reduction-in-force.

11. **Rotation:** Rotation shall mean daily. The following exception shall be allowed regarding rotation. (During the first week of any recurring trip/run, if the driver or attendant is absent management has the right to assign the vacancy to the same person for the entire week).
12. Annual bus cleaning shall be compensated at $25.00 flat fee.

14.01 **VACANCIES:** A vacancy occurs after all internal transfers have been made.

BUS BIDDING SENIORITY: Transportation shall have two separate and distinct seniority rosters: Clewiston Transportation Department and LaBelle Transportation Department. When a job is posted all applicants on the respective seniority roster shall be considered before any applicant from the other seniority roster is considered. If the job is not filled from within the area seniority roster, applicants from the other transportation seniority roster shall be considered before any other applicants.

14.01a: FILLING VACANCIES AT THE BEGINNING OF THE SCHOOL YEAR: At the beginning of each year if vacancies exist, the vacancies shall be posted for five (5) days at each work site prior to the annual in-service meeting. The bidding process for these vacancies shall be conducted on the last day of the annual in-service meeting. All vacant positions will be bid and filled on that day.

14.01b: INTERNAL TRANSFERS TO FILL VACANCIES: Bus Driver and Bus Attendant regular or summer route vacancies shall be posted in all bus compounds for two (2) days. The posting shall include a description of the vacant position (including the bus route sheet) and the estimated length of route time (hours per day).

14.01c: MULTIPLE INTERNAL TRANSFERS TO FILL VACANCIES: If more than one vacancy exists, all vacancies may be posted at the same time. Awards will be made based on the contract until all routes are filled. All drivers will be notified in writing of the exact date, time and place the bidding process will take place. Bus driver and Bus Attendant regular or summer route vacancies shall be posted in all bus compounds for two (2) days.

14.01d: POSTING OF VACANT POSITIONS AFTER ALL INTERNAL TRANSFERS HAVE BEEN MADE: Bus Driver and Bus Attendant regular or summer route vacancies that are NOT filled by internal transfers shall be posted at all worksites for five days. The posting shall include a description of the vacant position (including the bus route sheet) and the estimated length of route time (hours per day).

14.2 **ASSIGNMENT OF VACANT POSITIONS *FOR DRIVERS AND ATTENDANTS*:** For new or existing regular or summer routes for bus driver or bus attendant positions, internal transfers will be given preference prior to hiring a new Employee. All regular school year, route vacancies will be filled on the basis of route location, length of uninterrupted service, and job performance (as documented by evaluations, warnings, reprimands, letters of concern, etc.). If a route is

awarded based on location. The location where the bus is to be parked shall be approved by the Supervisor and Shop Foreman. This first student pick up must be within 15 driving miles from the bus origination point.

14.3 **ASSIGNMENT OF SUMMER ROUTES:** Summer school route vacancies will be filled on the basis of length of uninterrupted service, and job performance (as documented by evaluations, warnings, reprimands, letters of concern, etc.). Summer routes will be posted at the end of the school year. Employees interested in summer routes must submit a job interest form indicating which routes they are bidding on and what their seniority date is. Only bids submitted following this procedure will be considered. Jobs will be awarded based on seniority.

a. Bus drivers and bus attendants who cannot commit in advance to work the entire summer school schedule will not be eligible for a summer route. Bus drivers and bus attendants who take a personal leave or use sick leave days for non-emergencies will be replaced by the next senior bus driver and/or attendant on the standby list, for the remainder of the summer route.

b. Bus drivers or bus attendants who accept a summer run and fails to complete their commitment to the School District due to the use of personal leave or use of sick leave days for non-emergencies, will be ineligible for the following year's summer school bidding but may be assigned to the summer school standby list.

c. Within thirty (30) days of the beginning of the following student school year, bus drivers and bus attendant's ineligible for the next summer school bidding will be notified by his/her Route Manager. These employees will have thirty (30) days to appeal their eligibility status to the Transportation Department.

14.4 **DRIVER REASSIGNMENTS:** For regular and summer routes drivers or attendants will not be moved from their routes without just cause or if it is documented in writing that the transfer is in the best interest of the school district. An increase or decrease in hours will be determined by routes based on workloads related to student increases or decreases in locations. If work hour changes are required, the Employee(s) shall be notified as soon as possible that changes are being considered and shall have input. Except in a case of emergency, stop changes will be provided to the driver in writing, at least twenty-four (24) hours in advance of the anticipated change.

14.5 **TRIP SAFETY CHECKS:** After the time is determined for regular and summer routes, drivers shall be paid a **minimum** of thirty (30) minutes a day additional time for pre and post trip safety checks, fueling, cleaning their buses and necessary paperwork.

14.6 **EXTRA TIME/OVERTIME TRIPS:** The language contained in 14.06 applies to all extra/overtime trips unless otherwise stated.

The district may assign other qualified drivers if a bargaining unit member is not available. All trips shall be paid at the normal contracted hourly rate of pay.

Once a week at each site, those drivers who have signed up for extra/overtime trips at the beginning of the school year will meet with the Supervisor to choose extra/overtime trips for the next two weeks (as already posted) on the basis of seniority in rotation. Once a trip request is forwarded to the Transportation Department for coverage by a regular school bus driver, the school will not be allowed to cancel the request two weeks prior to the date of the event, unless that said event is also cancelled. If the school or organization cancels less than two weeks before the schedule trip the driver will be compensated for three (3) hours of pay.

a. Whenever a regular school bus driver or bus attendant is requested for an extra trip resulting in extra/overtime beyond his/her regular home to school and/or school to home route, the extra time/overtime trip shall be posted in the bus compounds (LaBelle and Clewiston) as they are received.

b. The extra/overtime trips will be awarded to the bus driver or bus attendant with the most seniority, in rotation provided that the trip does not interfere with his/her regular home to school and/or school to home route.

c. A bus driver or bus attendant who declines a trip will lose his/her turn in that rotation.

d. In the event that no bus driver or bus attendant is available from the bid trip list, extra trips will go to bus driver or bus attendant first then substitute or bus mechanics (if qualified), who are willing to take the trip. If no driver is willing to take the extra trip, the Supervisor will assign the trip to the least senior bus employee available in rotation, moving up the seniority list.

e. Qualifications, for bus drivers or bus attendants taking extra/overtime trips, mean that the individual shall have had the necessary training, testing and licensing, as outlined in appropriate federal, state, and board rules, and satisfactory job performance.

1. On extra/overtime trips runs, a meal reimbursement shall be provided as per Board Temporary Duty Elsewhere (TDE) policy.

2. Extra/overtime trips missed by a bus driver or bus attendant because of an approved absence will not cause him/her to lose his/her turn.

f. Fulltime bus employees cannot be required or allowed by law to "volunteer" to work for less than the established rate.

g. All trips resulting in extra/overtime will be paid in accordance with the negotiated Salary Schedule, Appendix 1-2.

h. No out of county trips until they have been at-fault accident free for six (6) months including new hires. If an at-fault accident occurs during that time the six (6) month wait resets.

14.61 **RECURRING EXTRA TIME & OVERTIME TRIPS/RUNS:** A recurring trip/run is student transportation that occurs during the normal academic school day. Two examples of recurring trips/runs are: student transportation for executive internship program and transportation of agriculture students to their project site.

i. When a recurring trip is canceled with less than a twenty-four (24) hour notice, the bus driver or bus attendant shall be paid for one (1) hour

Bus drivers or bus attendants wishing to bid on recurring trips/runs will sign the posted notice. Recurring runs shall be awarded based on seniority. A meeting will be held at which recurring, extra overtime, after school and seasonal trips will be assigned. Drivers must be present at the meeting, or they must submit job interest forms indicating which jobs they are bidding on. No one will be called to see what they want to bid on. Any driver who can complete their normal home to school or school to home run and be back in time to complete their paperwork and pre trip and be at the school before the extra trip departure time is eligible to bid on extra trips. A driver may have another represent them for bidding purposes if they are unable to attend the bid meeting due to the following circumstances:

- They will be on another trip or recurring run.
- They are in the process of having a random drug test.
- They are required to meet with school administration regarding bus discipline issues.
- They are on jury duty.

a. The driver who is going to be absent for reasons listed above must notify the Route Coordinator as to why they cannot be present and who will be representing them in the meeting. When a driver has been awarded a recurring run he/she will not be able to bid on another run until all recurring runs have been bid on by other drivers. If all runs go through the bidding process and runs are remaining, an Employee may bid on a second recurring run. A senior bus driver or bus attendant who has been awarded a recurring trip/run may turn it back in favor of another recurring trip/run and that bus driver's or bus attendant's previous recurring trip/run will be posted again and awarded to the next most senior bus driver or attendant who accepts the bid. In the event that no bus driver or attendant wishes to bid on the recurring trip/run, the Supervisor will assign the trip/run to the least senior bus driver or attendant available, in rotation, moving up the seniority list.

b. Exceptional Student Education (ESE) students who attend school for part of the day and have an IEP that states they must be transported on an ESE bus shall be transported by their regular driver and aide. The Director of ESE has indicated that it is in the best interest of these students for them to be transported by their regular driver and aide. These runs will NOT be considered a recurring run. The regular driver and aide driving these routes will be paid at their regular rate of pay. Any drivers or attendants new to the ESE bus driving job must be available to handle part day runs.

c. When a bus driver or attendant who has bid successfully on a recurring trip/run is absent, the most senior bus driver or attendant who is on the recurring sub list and available, in daily rotation, shall cover the trip/run. When a bus driver or attendant who has bid successfully on a recurring trip/run is absent on approved leave, he/she shall continue the awarded trip/run upon return.

During the first week of any recurring trip/run if the driver or attendant is absent management has the right to assign the vacancy to the same person for the entire week.

14.62 **SEASONAL/ATHLETIC TRIPS:**

a. At the beginning of the year or season, Seasonal Athletic (including band) trips will be posted as package and will awarded by the entire "package" on the basis of seniority, in rotation. If the "package" is not accepted by any of the bus drivers or bus attendants, it must be bid and paid at the drivers' rate , Bus Driver- Seasonal Athletic. Individual trips will be awarded by seniority, in rotation, from those bus drivers and bus attendants previously

signed up to do extra/overtime trips as outlined in Article 14.06.

b. A bus driver or bus attendant who knows beforehand that he/she will not able to complete all of the trips, will not be eligible to bid on the "package". It will be the bus driver's or bus attendant's responsibility to contact the Supervisor in charge of the trip as soon as it becomes known that he/she must miss a seasonal trip due to unforeseen circumstances. The Supervisor will then secure a replacement. If additional trips are added to the "package" after the initial schedule is bid, they shall be paid at the contractual field trip rate. In the event that no bus driver or bus attendant wishes to bid on the "package" or individual trip, the Supervisor will assign the trip to the least senior driver or attendant available, in rotation, moving up the seniority list.

14.63 Any bus employee who accepts a part time position during the day will not be allowed to take mid-day field trips or any other field trip that would interfere with the time requirements of his/her part time job.

14.7 **PHYSICAL EXAMINATION REIMBURSEMENT AND FITNESS FOR DUTY:** The Board shall reimburse up to the amount charged by the Hendry County Regional Health Center for all members of the bargaining unit who are required to have a physical examination for bus driving.

Due to Safety sensitive nature of student transportation a bus driver or bus attendant must be able to perform all work-related duties using assigned vehicles and/or equipment.

14.8 **DRUG AND ALCOHOL TESTING:** Drug and alcohol testing provisions are included in Appendix J of this Agreement.

14.9 **BUS DISCIPLINE:** The District will provide training to bus drivers/attendants in methods of maintaining student discipline. The district will work to resolve student discipline problems in transportation in the following manner.

a. When a driver has followed the initial district bus discipline procedures and a student still requires the attention of the principal, other school, or district staff, the bus driver/attendant shall so inform the principal or designee, on the approved disciplinary referral form (Appendix K).

b. When a bus driver/attendant aide submits a disciplinary referral (Appendix K) to the principal or designee they shall write the action taken on the form and return a copy to the Route Manager and bus driver/attendant within a reasonable period of time.

c. If a problem continues, the Route Manager will notify his/her immediate supervisor. Nothing contained in this provision is intended to prevent a bus operator from exercising his rights under Florida State Statute 1006.10 nor to deny them protection under 1006.11(2).

d. The principal or designee shall meet with Employees assigned to buses serving their school not later than six (6) weeks after the start of each school year to review the school's discipline procedures pertaining to transportation of students. These meetings shall be coordinated through the Transportation Department.

ARTICLE 15 - OTHER BENEFITS

15.1 **IDENTIFICATION BADGES:** When required, identification badges will be furnished to Employees.

15.2 Terminal Pay Benefits

Terminal pay for accumulated sick leave shall be provided to any employee, provided the termination is not for cause as outlined in F.S. 1012.33,(c)

a) at retirement to any employee vested in the Florida Retirement System (FRS), (age 62 or 30 years of service or at retirement and eligible to receive retirement pay from FRS or Florida Investment System). Retirement is defined as a person currently drawing retirement benefits from the Florida Retirement System or Florida Investment System.
b) if the employee leaves for disability retirement (Social Security or FRS).
c) if the employee termination is due to a reduction in force,
d) or to the employee's beneficiary if service is terminated by the employee's death.
e) in all other instances of voluntary or involuntary termination and RIF terminal pay shall not be paid unless the employee has completed six (6) years of continuous service if the termination is involuntary and ten(10) years continuous service if the termination is voluntary with the Hendry County School District and if recalled/rehired only the percent remaining if any will be returned to the employee's account.

When terminal pay benefit is paid it will be according to the following schedules:

Involuntary Termination		Voluntary Termination	
Six years	40%	10 Years	50%
Seven-Nine years	45%	15 Years	75%
Ten-Twelve years	50%	20 Years	100%
Thirteen years	100%		

15.3 TRAINING OPPORTUNITIES: Training and professional development opportunities shall be provided to Employees at the expense of the Board if the training/professional development is required by the Board, or by law. Employees attending required training/professional development will be paid at their regular hourly rate with applicable travel and meal reimbursement as per Board policy.

Any Employee who is required to engage in or administer any medically related procedure shall receive adequate training on such procedures. This training will be provided by medical professional or appropriately trained and qualified individuals. Employees who have direct responsibility to special needs students will be afforded training as part of the IEP. The employee will be given all appropriate training to service the student's needs including medical, behavioral, and lifting techniques within the two weeks or ten (10) working days of being assigned to

special needs students(s).

The Supervisor will alternate the location (Clewiston or LaBelle) for in-service or training that is provided countywide to employees on a regular basis.

15.4 **EMPLOYEE REIMBURSEMENT:** Provided that all invoices, documentation, and reports are complete and accurate, the board will reimburse the Employee during the next pay cycle (accounts payable or payroll) after the paperwork is received.

15.5 **SPECIAL TOOLS:** Specialized tools for work related task will be purchased by the School District upon approval from the Mechanic's Department Supervisor.

ARTICLE 16 - DURATION AND ACCEPTANCE

16.1 This agreement shall be effective as of July 1, 2024 and shall continue in effect through June 30, 2027 except each party may reopen for annual negotiations on any three (3) articles chosen by each party and all provisions in Article 12 Compensation and in all referenced appendices. This Agreement is signed this ~~18th day of July, 2023~~ which includes revisions ratified by both parties.

In Witness Thereof:

HENDRY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION	DISTRICT SCHOOL BOARD of HENDRY COUNTY
_____	_____
President	Chairman
_____	_____
Bargaining team member	Superintendent
_____	
Bargaining team member	
_____	_____
Chief Negotiator	Chief Negotiator

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

HENDRY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, Petitioner, v. SCHOOL DISTRICT OF HENDRY COUNTY, Respondent.	Case No. RC-93-049 VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE

Mark Herdman, Palm Harbor, attorney for petitioner.

Gavin W. O'Brien, Bradenton, attorney for respondent.

A secret ballot election was conducted April 26, 1994, in the following unit:

INCLUDED: All regular full-time employees in the following classifications: Account Clerk; Aide, Chapter 1; Aide, ESE; Aide, Office; Aide, Vocational Education; Chief Maintenance; Clerk Typist; Computer Operator Trainee; Computer Operator I; Computer Operator II; Cook; Custodian; Delivery Man; Food Service Worker; General Maintenance I and II; General Mechanic I and II; Maintenance Apprentice; Master Maintenance; Master Mechanic; Migrant Health Worker; Migrant Records Clerk; Migrant Social Worker; Mower; Nurse's Aide; Nurse, High School; Nurse, School; Parts Clerk; Payroll Clerk; Personnel Clerk; Printer; Programmer I; Programmer II; Property Records Clerk; Receptionist, Administration; Records Retention Clerk; School Bus Driver; Administrative Secretary; Secretary/Bookkeeper, High School; Secretary/-Bookkeeper, School; Security Guard; Storekeeper/Warehouseman; Transportation Helper; and Warehouse Worker.

EXCLUDED: All probationary, part-time, temporary, supervisory, managerial, confidential, professional, and all other employees of

1054

the Hendry County School District. See Attachment A.

The election results are as follows:

1.	Approximate number of eligible voters	394
2.	Void ballots	0
3.	Votes cast for Petitioner	242
4.	Votes cast against participating organization	51
5.	Valid votes counted	293
6.	Challenged ballots	8
7.	Valid votes counted plus challenged ballots	301
8.	Challenges are not sufficient to affect the results of the election.	

The Commission VERIFIES the results of the election conducted April 26, 1994. Petitioner received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes, the Commission CERTIFIES the Petitioner, Hendry Educational Support Personnel Association (OR-93-018), as the exclusive bargaining representative for employees in the unit described above. Certification number 1054 is issued to the Petitioner.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within thirty days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes, and the Florida Rules of Appellate Procedure.

Alternatively, a motion for reconsideration may be filed. The motion must be received by the Commission within fifteen days from the date of this order. The motion shall state the particular points of fact or law allegedly overlooked or misapprehended by the Commission, and shall not reargue the merits of the order. For further explanation, refer to Florida Administrative Code Rule 38D-15.005.

It is so ordered.
HORNE, Chairman, SLOAN and ANTHONY, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on May 12, 1994.

BY: Glenda G. Eubanks
Clerk

/slm

RC-93-049

ATTACHMENT A

PROFESSIONAL: Adult Migrant Job Developer; Adult Migrant Program Director; Advocate; Chapter I Migrant; Chapter I - Home School Liaison; Communication Specialist/P.R. Officer; Curriculum Specialist; Extended Day Care Program - Site Coordinator; Liaison Truant Officer; Occupational Specialist; Pass State Assistant, Migrant Summer Institute; Program Specialist, Migrant; School Psychologist; Specialist/Buyer.

SUPERVISORY: Administrative Assistant Principal; Assistant Principal; Assistant Supervisor, Business and Finance; Coordinator, Federal Projects; Coordinator, Data Processing; Coordinator, Warehouse; Director, Curriculum; Director, Exceptional Student Education; Director, Special Projects; Director, Vocational Education; Food Service Manager I; Food Service Manager II; Food Service Manager III; Foreman, Area Shop; Foreman, General Maintenance; Head Custodian; Route Coordinator/Manager; Site Maintenance - Head Custodian; Supervisor, Business and Finance; Supervisor, Food Service

MANAGERIAL: Superintendent; Assistant Superintendent, Instruction; Assistant Superintendent, Business; Assistant Superintendent, Administration; Director, Human Resources; Principal, High School; Principal, Middle School; Principal, Elementary School; Principal, Adult School

CONFIDENTIAL: Executive Secretary to Superintendent; Administrative Secretary to Assistant Superintendent*; Information Services Analyst; Secretary/Bookkeeper, High School (1 per school); Secretary/Bookkeeper, School (1 per school); Personnel/Payroll Specialist; Computer Operator*; Programmer*.

* These classifications have been determined appropriate for inclusion within the bargaining unit. However, the following positions within these classifications are excluded from the bargaining unit as confidential employees:

Two Administrative Secretaries to Assistant Superintendent (Clewiston Office) - Bonnie Adams and Debbie Morrel.

One Administrative Secretary to Assistant Superintendent (LaBelle Office) - to be designated by the School District.

One Computer Operator - to be designated by the School District.

One Programmer - to be designated by the School District.

Appendix A-4

No longer in Bargaining Unit and are listed under Confidential: Accounts Payable Specialist, Property Records Clerk, Finance Office Clerk Typist, Account Clerk.

SAFETY NOTIFICATION FORM Appendix B

This notification is to be used to identify work site safety hazards. It should be forwarded to the employee's immediate supervisor and should not be used for on-the-spot corrections. If the supervisor is unable to eliminate the hazard, the notification should be forwarded to a Site Safety Committee Representative or the supervisor's director.

Employee's Name _____ _____
(Print) (Signature)

Location _____ Date of Notice _____

Description of Hazard _____

_____

_____

Supervisor's Comments/Action Taken _____

_____

_____

_____

_____ _____
(Signature) (Date)

Site Safety Committee's Action Taken _____

_____

_____

_____

_____ _____
(Committee Chairperson) (Date)

DISTRIBUTION: Employee – Yellow Supervisor/Principal – White

Appendix B-1 CPD00288

HESPA GRIEVANCE REPORT FORM
Appendix C

Name of person filing grievance: _
Home Address: Phone: _
School/Dept.: Classification: _
Name of Advocate (if applicable): _
Name of Person Grievance Filed with: _

A. Date cause of Grievance occurred: _
B. Specific contract provision(s) grieved: ARTICLE/SECTION _
C. Statement of Grievance (including time, place, and event leading to grievance):

D. Relief Sought:

_____ _____
Signature of Grievant Date of Filing

E. DISPOSITION OF GRIEVANCE – LEVEL I:

_____ _____
Signature of Responder Date of Response

RESPONSE OF GRIEVANT:
[] I accept the above decision [] I appeal the above decision

_____ _____
Signature of Grievant Date of Response

F. DISPOSITION OF GRIEVANCE – DISPOSITION LEVEL II:

_____ _____
Signature of Responder Date of Response

RESPONSE OF GRIEVANT:
[] I accept the above decision [] I appeal the above decision

_____ _____
Signature of Grievant Date of Response

Distribution: Original to: Supervisor Copies to Grievant, Association, Superintendent

HESPA GRIEVANCE REPORT FORM
Appendix C

DISPOSITION OF GRIEVANCE – DISPOSITION LEVEL III:

_____ _____
Signature of Responder Date of Response

RESPONSE OF GRIEVANT:
[] I accept the above decision [] I appeal the above decision

_____ _____
Signature of Grievant Date of Response

DISPOSITION OF GRIEVANCE – DISPOSITION LEVEL IV:

_____ _____
Signature of Responder Date of Response

RESPONSE OF GRIEVANT:
[] I accept the above decision [] I appeal the above decision Arbitration

_____ _____
Signature of Grievant Date of Response

Distribution: Original to: Supervisor Copies to Grievant, Association, Superintendent

HENDRY DISTRICT SCHOOL BOARD
NON-INSTRUCTIONAL PERSONNEL EVALUATION FORM

NAME_ SCHOOL/DEPARTMENT _

JOB TITLE _ SOCIAL SECURITY NO. _

TYPE OF APPRAISAL: ☐ **CC** ☐ PROBATIONARY ☐ SPECIAL _

JOB DIMENSION	SATISFACTORY	NEEDS IMPROVEMENT
JOB KNOWLEDGE		
QUANTITY OF WORK		
QUALITY OF WORK		
DEPENDABILITY		
ATTENDANCE PUNCTUALITY		
INITIATIVE RESOURCEFULNESS		
WORK ATTITUDE		
PERSONAL APPEARANCE		

COMPLETE RECOMMENDATION SECTION BELOW

Overall Evaluation (check appropriate boxes): ☐ Satisfactory ☐ Unsatisfactory

☐ Reappoint for next year

☐ Reappoint based on employee willingness to improve job dimensions not satisfactory

☐ Continue Probationary Status or place on Probationary Status

☐ Dismissal

PROCEDURE FOR IMPROVEMENT FORM WILL BE REQUIRED FOR ANY JOB DIMENSION THAT NEEDS IMPROVEMENT AND MUST ACCOMPANY A PROBATIONARY STATUS RECOMMENDATION

_____ _____
Signature of Evaluator Date Signature of Employee Date

Signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement

Optional:
Comments by Evaluator: _

_____

Comment by Employee: _

_____

CSD00233

Appendix D-1

HENDRY DISTRICT SCHOOL BOARD

PROCEDURES FOR IMPROVEMENT

(This form should be used when an employee is recommended for continuance on probationary status or when an employee must improve his job performance or be dismissed)

Name of Evaluatee	School or Department	Location No.	School Yr.
_____	_____	_____	_____

Primary Assignment _

Report based upon (check one or more)
Formal observation and evaluation _ Informal observations _
Records and Reports _ Other_

A. Statement specifying deficiencies _
_____

B. Statement of Improvement desired _
_____

C. Statement of how to improve _
_____

D. Statement of assistance offered _
_____

E. Statement of means of judging success in overcoming deficiencies _
_____

F. Statement of time limit given to improve _
_____

G. Statement of consequences if deficiencies are not improved _
_____

Date _ Position of Evaluator _

_____
Evaluator's Signature

Employee's Comments: (Optional) _
_____
_____

_____
Employee's Signature Date
(My signature indicates that I have read these statements)

Appendix F-1 CSD00232

Appendix G

LEAVE/TDE APPLICATION HENDRY COUNTY SCHOOL BOARD

Name (Please Print) _ Date _
(Last) (First) (Middle)

Social Security Number _ _ _ Position/Classification _
School/Department _ Location No. (School/Dept.) _

I. REQUEST FOR ABSENCE OF DUTY
TOTAL HOURS ABSENT THIS REQUEST _

Please Circle One
A – Administrative
I – Instructional
N – Noninstructional

Leave Beginning _ / /_ Leave Ending _ / /_

Date: _ /_ /_	Hours: _	Date: _ /_ /_	Hours: _
Date: _ /_ /_	Hours: _	Date: _ /_ /_	Hours: _
Date: _ /_ /_	Hours: _	Date: _ /_ /_	Hours: _
Date: _ /_ /_	Hours: _	Date: _ /_ /_	Hours: _
Date: _ /_ /_	Hours: _	Date: _ /_ /_	Hours: _

PAID LEAVE

- ☐ Sick (S)
- ☐ Personal (Charged to Sick Leave) (P)
- ☐ Vacation (12 Month positions only) (V)
- ☐ Jury Duty/Court Apperance (Attach Summons) (I)
- ☐ Worker's Compensation (W)
- ☐ Military Duty (M)
- ☐ Other – Explain: (O) _

UNPAID LEAVE (UL)

- ☐ Illness ☐ With Bd. Pd. Insurance ☐ Without Bd. Pd. Insurance
- ☐ Maternity
- ☐ Personal – Explain _
- ☐ Family Medical Leave Request (F)
  (Policy 237 – paid insurance)
  (Attach Form CSD00240)
- ☐ Maternity/Adoption Family Illness Personal Illness
- ☐ Other – Explain: _

Signature (Person making request) _

II. REQUEST FOR TEMPORARY DUTY ELSEWHERE (TDE)

Dates of TDE _ Total Days _
Justification (Attach Meeting Agenda if Requested by Supervisor) _

Location of Conference/Meeting (City) (State)

I will request reimbursement from district funds? ☐ No ☐ Yes Substitute Required? ☐ No ☐ Yes

Signature (Person making request) _

III. APPROVAL OF LEAVE/TDE

RECOMMENDED ☐ NOT RECOMMENDED ☐	APPROVED ☐ NOT APPROVED ☐
Principal/Department Head Date	Superintendent or Designee Date

Rev. 3/03 CFD00001

HENDRY DISTRICT SCHOOL BOARD
P.O. BOX 1980
LABELLE, FLORIDA 33975

MEDICAL CERTIFICATION STATEMENT

NOTE: This is to be used when the leave is requested because of the illness of an employee or employee's family member.

PURPOSE OF LEAVE (CHECK ONE): _ ILLNESS OF EMPLOYEE _ ILLNESS OF EMPLOYEE'S FAMILY MEMBER

NAME OF EMPLOYEE: _
NAME OF PATIENT/FAMILY MEMBER: _
Please state the condition the employee or employee's family member has now:

Please provide a brief description of the medical facts upon which both your diagnosis and prognosis are based:

Date condition began or was first diagnosed: _
Date condition is expected to end or improve: _
EMPLOYEE: Please provide a brief explanation of the limitations this illness imposes upon this particular employee and how these limitations will prevent the employee from performing the employee's job.

If you need information about the employee's duties on the job please contact _ at _

EMPLOYEE'S FAMILY MEMBER: Please provide a brief explanation of the limitations this illness imposes upon the employee's family member and the extent to which the employee is needed to care for the ill family member and the duration that this care is expected to take.

Health Care Provider's Signature Date

Health Care Provider's Office Telephone Number and Address: ( )_ - ext. _

2024-25 pay level	21	22	23	24	26	31	35	43	50 CNA	51 LPN	52 RN
0-1	$15.77	$15.93	$16.09	$16.25	$16.62	$16.83	$17.61	$18.61	$21.41	$23.55	$33.28
2-3	$15.93	$16.13	$16.29	$16.45	$16.82	$17.08	$17.90	$18.96	$21.68	$23.85	$33.61
4	$15.94	$16.17	$16.33	$16.49	$16.87	$17.18	$18.01	$19.14	$21.73	$23.91	$33.62
5	$16.09	$16.38	$16.54	$16.70	$17.08	$17.46	$18.29	$19.71	$22.00	$24.20	$33.96
6	$16.26	$16.58	$16.75	$16.91	$17.29	$17.74	$18.59	$19.97	$22.26	$24.49	$34.29
7	$16.42	$16.79	$16.95	$17.12	$17.51	$18.02	$18.88	$20.15	$22.53	$24.78	$34.64
8	$16.58	$17.00	$17.17	$17.34	$17.73	$18.31	$19.19	$20.69	$22.80	$25.08	$34.99
9	$16.75	$17.21	$17.38	$17.55	$17.95	$18.60	$19.49	$21.05	$23.06	$25.37	$35.33
10	$16.92	$17.43	$17.60	$17.77	$18.17	$18.90	$19.81	$21.39	$23.33	$25.66	$35.69
11	$17.08	$17.64	$17.82	$17.99	$18.40	$19.20	$20.12	$21.86	$23.59	$25.95	$36.05
12	$17.26	$17.86	$18.04	$18.22	$18.63	$19.51	$20.44	$22.26	$23.86	$26.24	$36.40
13	$17.43	$18.09	$18.27	$18.45	$18.86	$19.82	$20.77	$22.58	$24.12	$26.54	$36.77
14	$17.60	$18.31	$18.50	$18.68	$19.10	$20.14	$21.10	$22.96	$24.39	$26.83	$37.14
15	$17.78	$18.54	$18.73	$18.91	$19.34	$20.46	$21.44	$23.29	$24.65	$27.12	$37.51
16	$17.96	$18.77	$18.96	$19.15	$19.58	$20.79	$21.78	$23.74	$24.92	$27.41	$37.88
17	$18.14	$19.01	$19.20	$19.39	$19.82	$21.12	$22.13	$24.11	$25.19	$27.70	$38.26
18	$18.32	$19.25	$19.44	$19.63	$20.07	$21.46	$22.49	$24.47	$25.45	$28.00	$38.65
19	$18.50	$19.49	$19.68	$19.87	$20.32	$21.80	$22.85	$24.84	$25.72	$28.29	$39.03
20	$18.69	$19.73	$19.93	$20.12	$20.58	$22.15	$23.21	$25.21	$25.98	$28.58	$39.42
21	$18.87	$19.98	$20.18	$20.37	$20.83	$22.51	$23.58	$25.55	$26.25	$28.87	$39.81
22	$19.06	$20.23	$20.43	$20.63	$21.10	$22.87	$23.96	$26.08	$26.51	$29.17	$40.21
23	$19.25	$20.48	$20.68	$20.89	$21.36	$23.23	$24.34	$26.72	$26.78	$29.46	$40.62
24	$19.44	$20.74	$20.94	$21.15	$21.63	$23.60	$24.73	$27.35	$27.04	$29.75	$41.02
25	$19.64	$21.00	$21.20	$21.41	$21.90	$23.98	$25.13	$27.99	$27.31	$30.04	$41.43
26	$19.83	$21.26	$21.47	$21.68	$22.17	$24.37	$25.53	$28.63	$27.58	$30.33	$41.85
27	$20.03	$21.52	$21.74	$21.95	$22.45	$24.75	$25.94	$29.26	$27.84	$30.63	$42.27
28	$20.23	$21.79	$22.01	$22.22	$22.73	$25.15	$26.36	$29.93	$28.11	$30.92	$42.69
29-33	$20.64	$22.23	$22.45	$22.67	$23.18	$25.65	$26.88	$30.53	$28.67	$31.53	$43.54
34-37	$20.84	$22.45	$22.67	$22.89	$23.41	$25.91	$27.15	$30.83	$28.95	$31.85	$43.97
38-41	$21.05	$22.67	$22.90	$23.12	$23.65	$26.17	$27.42	$31.14	$29.24	$32.17	$44.41
42-45	$21.26	$22.90	$23.13	$23.35	$23.88	$26.43	$27.69	$31.45	$29.54	$32.49	$44.86
46+	$21.47	$23.13	$23.36	$23.59	$24.12	$26.69	$27.97	$31.77	$29.83	$32.81	$45.30

pay level	90 bus/shuttle attendent	91 shuttle driver	92 bus driver	93 bus/shuttle attendent	94 shuttle driver	95 bus driver	99 fixed
0-1	$15.77	$17.14	$19.12	$22.61	$23.98	$25.95	$24.10
2-3	$15.97	$17.36	$19.20	$22.81	$24.19	$26.03	$24.15
4	$16.01	$17.40	$19.09	$22.78	$24.17	$25.86	$24.20
5	$16.21	$17.62	$19.17	$22.98	$24.39	$25.94	$24.25
6	$16.42	$17.84	$19.30	$23.19	$24.61	$26.07	$24.30
7	$16.62	$18.06	$19.47	$23.39	$24.83	$26.24	$24.35
8	$16.83	$18.29	$20.13	$23.60	$25.06	$26.90	$24.40
9	$17.04	$18.52	$20.53	$23.81	$25.29	$27.30	$24.45
10	$17.25	$18.75	$20.97	$24.02	$25.52	$27.74	$24.50
11	$17.47	$18.98	$21.49	$24.24	$25.75	$28.26	$24.55
12	$17.69	$19.22	$21.95	$24.46	$25.99	$28.72	$24.60
13	$17.91	$19.46	$22.36	$24.68	$26.23	$29.13	$24.65
14	$18.13	$19.70	$22.79	$24.90	$26.47	$29.56	$24.70
15	$18.36	$19.95	$23.19	$25.13	$26.72	$29.96	$24.75
16	$18.59	$20.20	$23.72	$25.36	$26.97	$30.49	$24.80
17	$18.82	$20.45	$24.17	$25.59	$27.22	$30.94	$24.85
18	$19.06	$20.71	$24.60	$25.83	$27.48	$31.37	$24.90
19	$19.29	$20.97	$25.00	$26.06	$27.74	$31.77	$24.95
20	$19.54	$21.23	$25.43	$26.30	$28.00	$32.20	$25.00
21	$19.78	$21.49	$25.85	$26.55	$28.26	$32.62	$25.05
22	$20.03	$21.76	$26.40	$26.80	$28.53	$33.17	$25.10
23	$20.28	$22.03	$27.01	$27.05	$28.80	$33.78	$25.15
24	$20.53	$22.31	$27.61	$27.30	$29.08	$34.38	$25.20
25	$20.79	$22.59	$28.23	$27.56	$29.36	$35.00	$25.25
26	$21.05	$22.87	$28.83	$27.82	$29.64	$35.60	$25.30
27	$21.31	$23.16	$29.45	$28.08	$29.93	$36.22	$25.35
28	$21.58	$23.45	$30.07	$28.35	$30.22	$36.84	$25.40
29-33	$22.01	$23.91	$30.66	$28.91	$30.82	$37.57	$25.45
34-37	$22.23	$24.15	$30.97	$29.20	$31.13	$37.94	$25.50
38-41	$22.45	$24.39	$31.28	$29.49	$31.44	$38.32	$25.55
42-45	$22.67	$24.64	$31.59	$29.79	$31.75	$38.71	$25.60
46+	$22.90	$24.88	$31.91	$30.08	$32.07	$39.09	$25.65

2024-25

SUPPLEMENTS:		
Substitute Procurement Supplement (Paid half on Supplement B & D)	$1,800.00	Annual
Lead Bus Driver/Trainer	$0.70	Hourly
(Certification must be from a recognized training program and must be approved by the Director of Facilities and Asst. Supt. of Operations)		
Skilled Trades Supplement (Maint. & Mech. Only)	$0.27	Hourly
Electrician/HVAC Technician Certificate or State License	$3.00	Hourly
Resource Counselors*		
*Stipend-BA plus DOE Teacher statement of eligibility	$2,600.00	Annual
Self - Contained ESE Paraprofessional(Paid half on Supplement B & D)	$1,000.00	Annual

Any Paraprofessional hired prior to July 1, 2023, that has an Associate's degree or Bachelor's degree will continue to receive the supplement.

New hires must be placed at a corresponding experience level as current employees' experience.

POLICIES AND PROCEDURES

238 HENDRY DRUG AND ALCOHOL TESTING PROGRAM

1. Purpose - To deter the use of drugs and alcohol in the workplace this policy establishes standard procedures for substance abuse and alcohol testing for all employees, applicants and volunteers who are required to hold a Commercial Driver's License (CDL).

2. Authority - It is the intent of the School Board to comply with all alcohol and controlled substances testing procedures contained in 49 Code of Federal Regulations Parts 382, 291, 192 and 395 and Florida Statutes. The School Board recognizes the need to protect individual dignity, privacy and confidentiality in the program.

3. Program Contact - The primary administrator of the testing program shall be the Director of Human Resources who shall be assisted by the Director of Operations.

4. Definitions:

   a. Prohibited Substances or Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, misuse of legally prescribed or obtained prescription drugs.

   b. Alcohol use is the consumption of any beverage, mixture or preparation (including any medication prescribed or over the counter) or product containing alcohol.

   c. Covered employees include those school board employees, applicants, and volunteers (a) who are required to hold a Commercial Driver's License as a condition of employment, and/or (b) who perform safety sensitive functions as defined in FHWA Regulations 49 CFR 382.103 and 382.107.

   d. A Commercial Motor Vehicle is: (1) a vehicle which has a gross weight vehicle rating (GWVR) of 26,000 lbs. or higher or (2) a vehicle which is rated by the manufacturer to transport 16 or more persons, including the driver or (3) a vehicle which transports hazardous materials and must be placarded accordingly.

   e. Confidentiality: All information, interviews, reports, statements, memoranda, and drug test results received by the school district in conjunction with its substance abuse and alcohol testing programs are considered confidential communications, and such information will not be disclosed or released except as authorized pursuant to State law or regulations or written consent by the person tested.

   All school district employees are required to adhere to this confidentiality policy. However, all district proceedings are considered public record in accordance with Florida Statutes.

POLICIES AND PROCEDURES

5. Application - This policy applies to all school board employees who are required to hold a Commercial Drivers' License as a condition of employment and who perform safety sensitive functions. This policy includes school employees whose primary job may not require a CDL, but who qualify for a CDL and drive a bus to transport school groups. Volunteers who drive on an occasional basis are covered under the policy.

   This policy also applies to all new hired personnel as a condition of employment.

6. Prohibited Conduct:

   a. Prohibited Substances or Drugs: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a vehicle. In the event of a conflict, FHWA Regulations shall supersede the advice of a physician.

   b. Alcohol: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of BAC.02 or greater. No driver shall use alcohol while performing safety-sensitive functions. No driver shall perform safety-sensitive functions within four hours after using alcohol. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.

7. Treatment and Notice Requirements:

   a. Notice of Affected Employees: The School Board will communicate to all covered employees prior to conducting drug and alcohol testing and provide the reasons for conducting the said test(s). The School Board shall provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

   b. Education and Training: The School Board shall provide educational materials that explain the requirements of the program and its policies and procedures with respect to meeting the requirements. This education and training will be provided prior to implementing the testing program. An ongoing program for new employees will be provided.

   c. Treatment Information: Each covered employee who engages in prohibited conduct will be referred to a substance abuse professional. The cost for such treatment will be the responsibility of the individual who is referred for treatment.

   d. Stand down status: After a positive alcohol test (.04 or to the state legal level of intoxication), the employee will be placed in a 24-hour stand-down status. Positive test results will meet criteria outlined in the 49 CFR, Part 40. It is understood that the procedure can consist of multiple tests to ensure accuracy. When an employee requests further testing, earned sick leave can be used until further testing is completed.

Upon a second positive alcohol test as outlined in paragraph 9 (b) through (f) of this policy, a result of .02 or higher the employee will be suspended with pay and recommended for termination during the next regular School Board meeting.

e. Voluntary admission of drug abuse or alcohol abuse in advance of a test will require the employee to take personal leave without pay. Prior to re-instatement the employee will be required to complete a rehabilitation program at his/her own expense. Fulltime employees will be allowed to pay for the board insurance coverage and maintain that coverage at his/her expense until the end of the fiscal year.

Voluntary admission of drug or alcohol abuse will not be accepted after the employee has been officially notified that he or she has been selected to report for testing. Voluntary admission of drug or alcohol abuse will not be accepted after documentation on any test has begun. The admissions described above will be treated as a positive test result.

8. Consequences of Positive Test Results - Disciplinary Action:

a. Job Applicants: If the results of a pre-employment drug and/or alcohol test are confirmed positive, the job applicant will be disqualified from further employment consideration.

b. Employees: Any employee whose drug test results are confirmed positive or who registers over the state legal level of intoxication, will be suspended with pay and recommended to the School Board for termination during its next regular meeting. For employees who register below the state legal level for intoxication refer to paragraph 7d above.

9. Testing and Analysis:

The School Board recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the U.S. Department of Health and Human Services and the Florida Agency for Health Care Administration.

The following are conditions under which testing may be conducted as required by Federal Regulations or when circumstances warrant.

All tests should be performed immediately or as soon as possible after receiving notice to be tested by the employer.

POLICIES AND PROCEDURES

a. Pre-Employment Testing: All applicants for employment for a position requiring a Commercial Driver License shall undergo a drug test prior to employment except as otherwise specified pursuant to 382.301(c). Written documentation must be provided by the candidate for employment to substantiate the exception. All applicants must be willing to allow the School Board to obtain drivers alcohol test information from a previous employer within the prior two (2) year period as outlined in 49 CFR.413. Any person testing positive on the drug test cannot reapply for employment with the School Board for the next six (6) month period. The School Board may require the applicant to pay the cost for pre-employment testing.

b. Reasonable Suspicion Testing: A supervisor or designee who has been trained in accordance with the requirements of FHWA Regulations shall require a driver to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that a driver has violated the prohibitions contained in the FHWA Regulations. The School Board will pay the costs for reasonable suspicion testing.

   Reasonable suspicion must be based on documented objective facts and circumstances which are consistent with the long-and short-term effects of alcohol or substance abuse including but not limited to physical signs and symptoms, appearance, behavior, speech and/or body odor.

   The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor or designee who has been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse.

c. Post-Accident Testing: Alcohol or drug testing will be administered following an accident when the driver was performing a safety-sensitive function. Accidents are defined to very limited circumstances by the FHWA which include (1) loss of human life, (2) driver received a citation from a law enforcement officer and either a driver or passenger received immediate medical treatment away from the scene of the accident or, one of the vehicles involved was towed from the scene of the accident due to operational impairment. Such testing must be conducted within the time limits set forth in the FHWA Regulations. The School Board will pay the costs for post-accident testing for employees affected under the OTETA testing requirements.

d. Random Testing: All covered employees shall be subject to random, unannounced drug and alcohol testing. The annual minimum random rate for alcohol testing shall be 25% of the covered employees. The annual minimum random rate for controlled substance testing shall be 50% of the covered employees. The School Board will pay the cost for random testing for employees affected under the OTETA Program.

POLICIES AND PROCEDURES

e. Return to Duty Testing: All employees who previously tested positive on a drug or alcohol test must submit to a return to duty test and test negative prior to returning to duty, providing the employee is considered for return to duty. The employee will pay the cost for this testing.

f. Follow-up Testing: When applicable, unannounced follow-up alcohol and/or controlled substance testing as directed by a substance abuse professional in accordance with FHWA Regulations shall occur when it is determined that a covered employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of drugs. The number and frequency of follow-up testing shall be determined by the substance abuse professional. The employee will pay the cost for this testing.

Any employee who questions the results of a required drug test set forth in this policy may request that a test of the split sample be conducted. This test may be conducted at a different D.H.H.S. approved testing laboratory. If the employee elects to request any additional testing, the employee shall be required to pay for this test.

Refusal of the employee to submit to a required drug or alcohol test is considered a positive test result in accordance with FHWA Regulations and will result in suspension with pay and recommendation to the School Board for termination during its next regular meeting. Refusal to submit (to an alcohol or controlled substance test) means that a driver (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of the part, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part, or (3) engages in conduct that clearly obstructs the testing process.

Legal Reference: 1012.22 F.S.
F.S.
F.S.

Adopted: 1/10/95
Revised: 7/18/95
Revised: 9/26/95
Revised: 1/12/99
Revised: 1/25/05

NOTICE OF STUDENT BUS MISCONDUCT
HENDRY COUNTY SCHOOL DISTRICT

Student Name _ Date of Incident _

Driver Signature _ Time of Incident _

School Student Attends _ Grade _ Vehicle No. _

PART I

This student has not followed the rules and regulations by the State of Florida and Hendry County for student ridership. The infraction(s) has been checked below

AT STOP	ON BUS	
☐ Standing in Road ☐ Tardy at Stop ☐ Fighting at Stop ☐ Wrong Stop ☐ Crossing Road Unsafely	☐ Changing Seats ☐ Standing Before Bus Stops ☐ Putting Body Parts Out Window ☐ Throwing Objects On/Outside Bus ☐ Fighting on Bus	☐ Using Abusive or Profane Language ☐ Eating or Drinking on Bus ☐ Using Tobacco ☐ Nuisance Items ☐ Excessive Noise

Description of Incident _

_____
_____
_____
_____

PART II

Disciplinary/Referral Action (Office Use Only)

☐ Conf. With Parent/Date ☐ Conference with Student ☐ Detention ☐ Expelled ☐ In-School Suspension	☐ Letter to Parent ☐ Loss of Privileges ☐ Out-of-School Suspension ☐ Parent/Guardian Pickup (Delivery) ☐ Referral to Police	☐ Suspended Bus Privileges ☐ Telephone Parent/Date _ ☐ Timeout ☐ Warning ☐ Other

Other: _

_____
_____

Duration of Disciplinary Action (in days) _

Administrator _ Date _

DIRECTIONS: **DRIVER** – (1) completes top and Part I of form (2) keeps fourth copy (Gold copy) and submits to the Transportation office immediately (prior to schools action) (3) Transportation submits the remaining copies to the school office
SCHOOL – (1) takes action related to problem (2) completes Part II of the form (3) sends completed copy to Transportation Supervisor (Canary copy) and Bus Driver (Pink copy)

White: School Canary: Transportation Supervisor Pink: Driver (Final) Gold: Driver (First)

Revised 08/27/2002 CTD00338

INTERNAL JOB INTEREST FORM/APPLICATION **Appendix L**

Position applied for: _

Name of Applicant: _
PRINT NAME

Date: _

Signature of Applicant: _

FOR OFFICE USE ONLY:

DATE RECEIVED IN OFFICE: _
(TO BE FILLED IN BY PERSON RECEIVING APPLICATION)

CPD00554
Attachment 4

INTERNAL JOB INTEREST FORM/APPLICATION

Position applied for: _

Name of Applicant: _
PRINT NAME

Date: _

Signature of Applicant: _

FOR OFFICE USE ONLY:

DATE RECEIVED IN OFFICE: _
(TO BE FILLED IN BY PERSON RECEIVING APPLICATION)

CPD00554
Attachment 4

Policy, Data, Oversight

PAY & LEAVE

Definitions Related to Family Member and Immediate Relative for Purposes of Sick Leave, Funeral Leave, Voluntary Leave Transfer, Voluntary Leave Bank, and Emergency Leave Transfer

On June 14, 2010, the U.S. Office of Personnel Management issued final regulations to modify its definitions of *family member* and *immediate relative*, and add related definitions (75 FR 33491), in response to Section 1 of the President's June 17, 2009, Memorandum for the Heads of Executive Departments and Agencies on Federal Benefits and Non-Discrimination (external link). The purpose of these changes is to promote consistent application of policy across the Federal Government and to help the Federal Government compete with the private sector to recruit and retain the best and the brightest employees.

These new and revised definitions modify the regulations at 5 CFR part 630, subparts B, H, I, J, and K, related to the use of sick leave, funeral leave, voluntary leave transfer, voluntary leave bank, and emergency leave transfer and expand the categories of individuals for whom an employee may use these types of leave.

Family Member

An individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Immediate Relative

An individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Parent

1. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
3. A person who stands in *loco parentis* to the employee or stood in *loco parentis* to the employee when the employee was a minor or required someone to stand in *loco parentis;* or
4. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.
5.

Son or Daughter

1. A biological, adopted, step, or foster son or daughter of the employee;

2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3. A person for whom the employee stands in *loco parentis* or stood in *loco parentis* when that individual was a minor or required someone to stand in *loco parentis*; or
4. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

Domestic Partner

An adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

Note:
The new definitions do not apply to the Family and Medical Leave Act (FMLA). The situations in which an employee can invoke FMLA leave and the individuals for whom an employee can provide care under FMLA are specified in law and the Department of Labor (DOL) Administrator's Interpretation No. 2010-3, which clarifies the definition of "son or daughter" under FMLA as it applies to an employee standing "in loco parentis" to a child. (See CPM 2010-15 **(external link)**.)

References:

- 5 CFR 630.201, 630.803, 630.902, 630.1002, and 630.1102

2024-25 Salary Changes

Add 3% to levels 0-1,2-3, 29-33, 34-37, 42-45, 46+
Levels 3-28 add 2%

Lane 99 only
- 0-1:add 3%
- then down the lane by $0.05 levels

any employee less than 3% will receive market adjustment = 3% increase
all eligible employees move down 1 level.

$347,025	
plus	
market	cost of proposal
adjustment	including step

one-time $750 bonus prior to Thanksgiving break check.