

CONTRACT
BETWEEN THE
SCHOOL BOARD OF SAINT LUCIE COUNTY
AND THE
CLASSROOM TEACHERS ASSOCIATION, INC.
CLASSIFIED UNIT

January 1, 2008 through December 31, 2008

FORT PIERCE, FLORIDA

TABLE OF CONTENTS

	Page
Definitions	1
Recognition	3
Article I Management Rights	3
Article II Use of Communications	3
Article III Negotiation Procedures	3
Article IV Grievance Procedures	3
Article V Continuity of Operation	7
Article VI Classified Unit Rights and Responsibilities	7
Article VII Conformity to Law	8
Article VIII Working Conditions	8
Article IX Authority and Protection	14
Article X Transfer of Classified Employees	15
Article XI Leaves of Absence	16
Vacation Leave	16
Maternity/Paternity or Adoption Leave	17
Sick leave	18
Civil Leave	18
Medical Leave	18
Personal Leave With Pay	18
Temporary Duty Assignment	19
Release Time President	19
Sabbatical Leave	19
Article XII Sick Leave Bank	20
Article XII Evaluation	22
Article XIV Layoff and Recall and Continuing Status	23
Article XV Compensation and Fringe Benefits	28
Group Health – Cafeteria Plan	29
Review of Sick Leave Bank	29
Payroll Deductions	30
Travel Allowance	30
Supplements	30
Direct Deposit	30
Terminal Pay	30
Garnishment	31
Retirement Supplement	31
Article XVI Miscellaneous	32
Article XVII Terms of Contract	33
Appendix A Official Grievance Form	34
Appendix B Sick Leave Bank – Membership Application	35
Appendix C Application for Use of Sick Leave Bank	36
Appendix D CTA/CU Waiver Form	37
Appendix E Union Form Membership	39
Appendix F Waiver IRS Code Section 125 Cafeteria Plan	40
Appendix G Transfer Request Form	41
Appendix H Sick Leave Bank	42
Appendix I Sick Leave Bank Committee	42
Appendix J Staffing Reorganization Plan 1989-90	42

Appendix K	Copy of Job Descriptions	43
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TABLE OF CONTENTS

	Page
Appendix L	Letter of Understanding – Health Insurance Plan 44
Appendix M	Letter of Understanding – Leave of Absence 45
Appendix N	Letter of Understanding 46
Appendix O	Letter of Understanding – Retirement Incentive 47
Appendix P	Letter of Understanding 48
Appendix Q	Letter of Understanding 49
Appendix R	Letter of Understanding 50
Appendix S	Letter of Understanding – Paraprofessionals 10 month 51
Appendix T	Letter of Understanding – E-mail 52
Appendix U	Letter of Understanding 53
Appendix V	Letter of Understanding 54
Appendix W	Letter of Understanding 55
Appendix X	Letter of Understanding – Lotus Notes 56
Appendix Y	Letter of Understanding 57
Appendix Z	Letter of Understanding – Assignment of Bus Paraprofessionals 58
Appendix AA	Letter of Understanding – No Child Left Behind Act 59
Appendix BB	Letter of Understanding – No Child Left Behind Act Committee 60
Appendix CC	Letter of Understanding – Collaborative Bargaining Salary and Benefits...61
Appendix DD	Letter of Understanding – Collaborative Bargaining Salary and Benefits...62
Appendix EE	Letter of Understanding – Hurricanes Charley, Frances and Jeanne 63
Appendix FF	Letter of Understanding – Additional 5 years Experience 65
Appendix GG	Letter of Understanding – Fingerprinting of Employees 66
Appendix HH	Letter of Understanding – Payroll Calendar 183 Day Employees 67
Appendix II	Letter of Understanding – Compensation Package Additional Years Experience68
Appendix JJ	Letter of Understanding – 2005 Hurricane Season 69
Appendix KK	Letter of Understanding - Collaborative Bargaining Salary and Benefits ... 71
Appendix LL	Letter of Understanding – 183-Day Employee Payroll Calendar 72
	Personnel Agenda Item 73

DEFINITIONS

- Terms used in this contract shall be defined as follows: 1
1. School Board: The School Board of Saint Lucie County, the duly elected board established under Section 230.03(2) which has the responsibility for the organization and control of the public schools of Saint Lucie County. 2
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 2. Bargaining Unit: shall mean all classified employees as defined in PERC order #80E-319 issued January 19, 1981. The term "bargaining unit" shall be synonymous to the term "Classified Employee Unit". 5
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 3. Classified Employee(s): shall mean any person(s) in the Classified Unit as defined by PERC #80E-319 issued January 19, 1981. The term "Employee" shall be synonymous to the term "Classified Employee". 8
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 4. Contract: shall mean the agreements reached between the negotiating teams of the Saint Lucie County School Board and Saint Lucie County Classroom Teachers' Association Classified Unit which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Saint Lucie County Classroom Teachers' Association's Classified Unit and the Saint Lucie County School Board. 11
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 5. Authorized Classified Unit Representative: shall mean any person delegated the authority to represent the Union by letter from the president of the Classified Unit. 16
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 6. Work Day: any days that employees are expected to be present and performing assigned duties. 18
 7. Emergency: any situation which is not routine or generally anticipated. Emergency situations are always defined by the Superintendent or his designee. 19
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 8. Saint Lucie County Public Schools: all public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Saint Lucie. 21
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 9. Certification: refers to the designation by PERC of any employee organization as the exclusive representative of the employees in an appropriate bargaining unit. 23
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 10. PERC: means the Public Employees Relations Commission created by Section 447.003, Florida Statutes. 25
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 11. Superintendent: the appointed official of the Saint Lucie County Public Schools and the secretary of the Board, who is responsible for the administration of the schools and for supervision of instruction in the Saint Lucie County Schools. 27
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12. <u>State Regulation</u> : that body of regulations adopted by the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.	30 31
13. <u>Rules</u> : rules established by the administration, under authority granted by state law and the county school board.	32 33
14. <u>Working Hours</u> : those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch periods.	34 35
15. <u>Job Classification</u> : the grade or classification in which the employee is currently assigned.	36
16. <u>Fiscal Year</u> : July 1 of one year through June 30 of the following year.	37
17. <u>Strike</u> : the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affect the services of the public employer and the concerted failure to report for work after the expiration of the collective bargaining agreement.	38 39 40 41 42 43 44 45
18. <u>Department</u> : the operational units within the division.	46
19. <u>Seniority</u> : last continuous employment as a classified worker in the Saint Lucie County Public Schools.	47 48
20. <u>Immediate Supervisor</u> : the term, "immediate Supervisor" shall mean the principal of the school where the employee is assigned or the county-wide departmental administrator when the employee is assigned to a county-wide department.	49 50 51
21. <u>Definition Part Time Employee</u> : a regular part-time employee is one who works fewer hours than a full-time employee but still works a scheduled number of hours every working day of the year.	52 53
22. <u>County-Wide Consultations Committee</u> : shall mean a committee of seven (7) Association members to be designated by the Association to meet with the Superintendent or his/her designee once a month at a time and place mutually agreed upon to discuss working conditions covered by the contract and contract implementation.	54 55 56 57

RECOGNITION

The Board hereby recognizes the Classified Unit of the Classroom Teachers' Association, Inc., as the sole and exclusive bargaining agent for all Classified Personnel defined in PERC order #80E-319 issued January 19, 1981.

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ARTICLE I

MANAGEMENT RIGHTS

All management rights and management functions not expressly delegated in the Contract are reserved to the Board.

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ARTICLE II

USE OF COMMUNICATIONS

The Classified Unit may post notices of activities and matters on appropriate bulletin boards at each work site, as determined by the principal. Where mailboxes are available these may be used. All such posting and putting up of mail will be handled before and after the student's day and during the member's duty-free lunch period. A copy of each District-wide communication placed in the member's box by the building representative or his/her designee will be received at the Superintendent/designee's office and the principal's office at the same time as distribution to the Classified members. All printed materials distributed under this section must show originator. Further, the Classified Unit representatives will be allowed the use of intra-school electronic mail for the purpose of on site communications. This provision will be subject to the restrictions and guidelines regarding printed materials.

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ARTICLE III

NEGOTIATION PROCEDURES

All Collective Bargaining between the Board and the Classified Unit will be in conformity to Florida Statute, Chapter 447 and the rules established pertaining thereto by the Public Employees Relations Commission (PERC). Changes in the law or PERC rules will accordingly change the collective bargaining procedure.

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ARTICLE IV

GRIEVANCE PROCEDURES

A. Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which may arise resulting from the interpretations and/or application of this contract.

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B	<u>Definitions:</u>	4
1.	Grievance - the term "grievance" shall be defined as a written allegation by a grievant that a dispute, disagreement, or difference exists between the grievant and the employer involving the interpretation or application of the terms of this contract.	5 6 7
2.	Grievant - the term "grievant" shall mean an employee by name.	8
3.	Immediate Supervisor - the term "immediate supervisor" shall mean the principal of the school where the employee is assigned or the county-wide departmental administrator where the employee is assigned to a county-wide department.	9 10 11
4.	Employer - the term "employer" shall mean the School Board or the administration.	12
5.	Days - the term "days" shall mean calendar days.	13
6.	Bargaining Unit - shall mean all classified employees as defined in PERC order #80E-319 issued January 19, 1981. The term "bargaining unit" shall be synonymous to the term "classified unit."	14 15 16
C.	<u>The Grievant:</u> The lodging of any grievance shall be the exclusive right of employees in the bargaining unit. If the grievant institutes this grievance, he/she waives all rights to use any other appeal procedure relating to his/her grievance procedure. The classified unit may grieve on its own behalf involving those contractual items directly and exclusively relating to the Classified Unit.	17 18 19 20 21
D.	In the event a member of the bargaining unit has a grievance, he/she shall abide by the management decision involved, prior to and during the time the grievance has been filed and is being processed.	22 23 24
	A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party.	25 26
	<u>Time Limits:</u> Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.	27 28 29
	The grievant shall have the right of representation at each step of the grievance procedure and the grievant shall be required to be present at each step. The grievant shall have the right to present the grievance(s) to the designated representative of the Board and to have such grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the collective bargaining contract and a representative of the Association has been given the opportunity to be present at such adjustment(s). Copies of the employer's decisions given at every step of the grievance procedure shall be sent to the grievant and the Classified Unit. The grievant and the Classified Unit shall receive at least forty-eight (48) hours notice of any conference and/or hearing	30 31 32 33 34 35 36 37

scheduled to resolve a grievance(s).

Informal Discussion: In the event that an individual employee believes there is a basis for grievance, the individual should first discuss, in person, the alleged grievance with the principal and/or immediate supervisor. The employee with the permission of the principal and/or the immediate supervisor, may be accompanied by a representative.

Step I: When an employee(s) has a grievance he/she may file a formal grievance in writing on an approved form with his/her principal and/or immediate supervisor. The statement of grievance shall state in writing the facts giving rise to the grievance, the specific article(s), and line(s) of the contract which have been violated and the specific relief and/or remedy sought. Such grievance must be filed within twelve (12) days of the occurrence of the alleged violation of the contract or within twelve (12) days after the grievant should reasonably have had knowledge of the alleged violation of the contract, but in no case may a grievance be filed six (6) months after the occurrence of the grievance. The school principal and/or immediate supervisor shall have ten (10) days after receipt of the grievance in which to hold a conference or hearing with the grievant. The grievant and the Classified Unit shall be advised in writing of the time, place and date of such hearing. A written decision by the immediate supervisor must be rendered within the ten (10) days after the conclusion of the hearing. Copies will be sent to the grievant and the Classified Unit. If the grievance does not apply at the building or supervisory level, the grievant may submit such grievance in writing directly to the Superintendent.

Step II: If the disposition of the grievance in Step I is not satisfactory to the grievant or does not fall within the stated time limit, the grievant may submit the grievance within then (10) days to the Superintendent or his/her designee. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall hold a hearing to resolve said grievance. Written disposition of the grievance shall be rendered by the Superintendent or his/her designee within ten (10) days of the hearing. Copies of the disposition shall be sent to the grievant and the Classified Unit.

Step III: If the grievant is not satisfied with the disposition of the grievance made in Step II, the grievant may move the grievance to arbitration by filing a request for such with the Superintendent within ten (10) days after receipt of the written disposition made in Step II. When a grievance has gone to arbitration, if it or its designated representative loses the case, the Classified Unit will pay the entire cost of the arbitration if the grievant has written consent from the Classified Unit prior to moving the grievance to arbitration and the grievant loses the case. The grievant will pay the entire cost of arbitration if the grievant moves the grievance to arbitration without prior consent of the Classified Unit and said grievant loses the case. Where there is no prevailing party, the cost shall be shared equally by the Board and the Classified Unit or the Board and the grievant. If the parties cannot mutually agree to an impartial Arbitrator within then (10) days of notification to the Superintendent that arbitration is being sought, the Arbitrator shall be selected by the American Arbitration Association in Accordance with its rules which shall govern the arbitration proceedings. The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining contract.

1. He/She shall have no power to rule, except where there is a possible violation of section of this contract on any of the following:

a. The termination of services of or failure to re-employ any employee;	80
b. Any matter involving employee evaluation.	80
2. He/She shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where there is a possible violation of a section of this Contract.	81 82 83 84
3. His/Her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this contract as affecting any individual and shall not imply obligations and conditions upon the Board other than those which are specifically included in this Contract.	85 86 87
4. He/She shall have no power to establish salary schedules.	88
5. In rendering decisions, the Arbitrator shall give due regard to the responsibilities and rights of the Board and member(s) and shall so construe the Contract that there will be no interference with such responsibilities and rights, except as they may specifically be conditioned by this Contract.	89 90 91
6. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred to the parties without decision or recommendations on its merits.	92 93
The Arbitrator shall confer with the representatives of the Board and the Classified Unit and hold hearings promptly, and shall issue a decision no later than thirty (30) days from date of the close of the hearings or final submissions. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions on the issues submitted. The decision of the Arbitrator, made in conformity to the definition of his authority by law, and restricted by the constraints within this Contract shall be submitted to the Board and the Classified Unit and shall be final and binding upon the parties.	94 95 96 97 98 99 100
<u>Further Understandings:</u> The time limits provided in this article shall be strictly observed but may be extended by mutual written consent of the Board and the Classified Unit. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement. In the event a grievance is filed after May 15 of any year and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation. All grievances may be filed and/or lodged by the grievant during the normal work day, provided that such filing shall be during non-work time. If either the grievant, the immediate supervisor and/or the hearing officer is ill, or on approved leave, the time limits may be extended to such time that the grievant, immediate supervisor and/or hearing officials involved with the dispute and resulting grievance have the right to have representation at meetings and hearings as outlined in Step I through Step III of this procedure.	101 102 103 104 105 106 107 108 109 110 111 112 113 114
All documents pertaining to a grievance shall be filed separately from the grievant's personnel folder(s). All provisions of this procedure shall be strictly adhered to except where they are	115 116 117

mutually altered in writing by the Board and the Classified Unit. Grievances can be lodged and/or filed concerning only and limited to the terms of this Contract.

ARTICLE V

CONTINUITY OF OPERATION

If at any time, during the duration of this Contract, the Association authorizes, causes, engages in, or sanctions any strike or work stoppage of any kind, pickets, a refusal to perform the duties of employment by an employee or employees in the bargaining unit, either totally or through such techniques as work slow down, work stoppage of any kind or pickets, it shall constitute a breach of contract.

ARTICLE VI

CLASSIFIED UNIT RIGHTS AND RESPONSIBILITIES

A. The Classified Unit and its representatives may have the right to use school buildings at such times they do not interfere with school activities, provided the Classified Unit has been given such permission and assignment of space by the principal, and approved by the Superintendent.

The Classified Unit and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken by the Board for the purposes of complying with this request.

B. The Classified Unit may post notices of activities and matters on appropriate bulletin boards at each school site. A copy of each communication will be given to the principal or appropriate supervisor. All bulletins, printed materials, and other communication distributed under this section must show originator.

C. The Saint Lucie County School Board agrees to deduct dues, and other fees from each appropriately authorized classified employee's check when authorized to do so by the employee, and remit such to the Association. The amount of deduction per regular payroll check will be the same for each designated group of members who have payroll deductions and shall be determined by the Association and the Board. The finance department and members of the Association will be notified in writing by the Association before any change can take place, but no change will take place until such deductions can be programmed and will be in effect no later than ninety (90) days after the authorization is received by the finance department. Individual member authorizations on the approved form, specifying the Board's authority to deduct dues, the date, social security number, position, work site, and live signature must be into the payroll department no later than September 1, in order to have deductions by the September payroll. Authorizations after that date will be accepted, but deductions will not take place until such deductions can be programmed and will be in effect no later than sixty (60) calendar days after the authorization is received by the Payroll Department. Member authorizations will be

considered continuous unless changed by contract or unless discounted by individual members.

1. Any classified employee who has a different amount of annual dues authorized because of such practices as lifetime membership in the Association will have to pay dues directly to the Association. No lump sum deduction or different amount will be made for any reason. 33
2. Classified employees who terminate services, or request that deductions be stopped by submitting a thirty (30) day written notification to the Board and to the Association, will not have any additional or supplemental amounts deducted by the Board. Any remaining dues for these people will be handled by the Association and the individual, if any are determined as owed. 34
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3. The granting of the privilege of dues deduction shall not be construed to authorize or require any agency shop of maintenance of membership obligation upon employees. 39
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4. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request. 41
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5. All new employees hired beginning January 1, 2005 will be required to receive their regularly scheduled pay by direct deposit. 45
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ARTICLE VII

CONFORMITY TO LAW

Should any provision of this Contract be declared illegal by a court of competent jurisdiction then such provision shall be replaced by a provision agreed upon by the Board and the Classified Unit and made a part hereof as an appropriate amendment to this Contract. All other provisions of this Contract shall remain in full force and effect for the duration of this Contract. 1
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ARTICLE VIII

WORKING CONDITIONS

- A. General Provisions: 1
1. Full-time employment is considered to be for thirty-seven and one-half (37 ½) hours per week. Management will establish the basic workday and work week and hours of work best suited to meet the needs of the individual schools and departments. When an employee is required or requested to perform functions before or after the regular work day, this time may be used as compensatory straight time if less than 40 hours in a work week and granted by the appropriate administrator. Pre-authorized work performed by employees in excess of forty (40) hours in a work week shall be compensated at a rate of one and one-half or compensatory 2
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time at one and one-half hours. This choice is at the option of the employee. An employee who has requested use of compensatory time shall be permitted by the employer to use compensatory time in a reasonable period after making the request if the use does not unduly disrupt the operation of the School Board.	
In approving requested use of compensatory time, no request will be unjustifiably denied.	13
Compensatory time must be taken during the current school year in which it was granted.	14
Employees are limited to a maximum of forty hours of accrual. Compensatory time accrued at the end of the year will be paid in accordance with the Fair Labor Standards Act.	15 16
2. For purposes of overtime computation, only time actually worked will be considered, except paid holidays shall be used as a basis for computing overtime.	17 18
3. Management will determine which employees will be assigned overtime work.	19
4. When a Classified Unit member is required or requested to attend meetings before or after their scheduled work day by their Principal or Administrative Supervisor, the employee will be compensated either in time off or additional pay.	20 21 22
5. Each new employee shall receive a verbal orientation and a written job description from their immediate supervisor or designee within the first ten (10) working days of employment.	23 24
6. An employee, while acting within the scope of his/her employment, who is a victim of a student assault, shall be entitled to receive reimbursement for property damages resulting from the assault if the employee can substantiate such to his/her immediate supervisor and the Superintendent. The maximum amount eligible for reimbursement in any one accident is \$200.00.	25 26 27 28 29
Principals are responsible for scheduling duty rosters to provide for supervision of students. When appropriate, duty rosters will reflect more than one employee to supervise groups of 32 or more students assembled in common areas.	30 31 32
7. If an employee is overpaid due to error, he/she shall repay said monies pursuant to a written schedule equal in time to that period for which the error was made. In no event, shall the number of scheduled payments be less than two. However, if an employee terminates with the District all scheduled payments shall become due at the time of termination.	33 34 35 36
8. Principals will implement a procedure for handling bomb threats in accordance with recommendations made by appropriate law enforcement agencies. No employee will be required to search for bombs.	37 38 39
9. Each member of the bargaining unit shall be admitted, without charge, to any school sponsored athletic event in which his/her student body participates provided such member will aid in such necessary supervision as directed by the principal.	40 41 42

10. The Board agrees to:	
a. provide a lockable space for each CU employee	
b. provide all materials needed to perform their duties	45
c. provide off street parking	46
d. provide all CU employees with access to a computer/work station that is connected to the district's established electronic communication system including necessary passwords to utilize said system. In addition each CU employee will be provided with an e-mail address on the district's system.	47 48 49 50
11. There shall be twenty-four (24) hours notice for all staff and district wide meetings except in the case of an emergency.	51 52
B. <u>Duty-Free Lunch</u>	53
All full-time members of the bargaining unit who work 7 ½ hours or more in any scheduled workday shall be entitled to an uninterrupted duty-free lunch period without pay as follows:	54 55
1. County-level employees may have a lunch period up to a maximum of one hour as scheduled by their immediate supervisor.	56 57
2. All other employees shall be entitled to a maximum period of thirty (30) minutes for lunch as scheduled by their immediate supervisor.	58 59
C. <u>Break-Time</u>	60
1. All full-time employees who work seven and one-half (7 ½) hours or more in any scheduled workday shall be entitled to two (2) fifteen (15) minute breaks each day. Break time shall be considered time worked. Break time is not cumulative or reimbursable through compensatory time. Break time must be taken at a time convenient with the immediate supervisor.	61 62 63 64
2. No break time shall be scheduled for regular employees who work four (4) hours or less a day.	65
D. <u>Work Year</u>	66
1. The normal work year for all nine month employees shall be 183 days.	67
2. The normal work year for tutor companions hired before July 1, 1993 shall be 196 days per year. The normal work year for other tutor companions will be 183 days per year.	68 69
3. The normal work year for all ten month employees shall be 196 days.	70

4. The normal work year for all eleven month employees shall be 216 days.

E. Holidays 72

1. The following days shall be recognized as unpaid holidays for all employees of the bargaining unit: 73
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January 1	One Day	75
President's Day	One Day	76
Fall Holiday	One Day	77
Thanksgiving Holidays	Two Days	78
Independence Day	One Day	79
Labor Day	One Day	80
Spring Holiday	One Day	81
Memorial Day	One Day	82
Martin Luther King	One Day	83

Unpaid holidays for all 10, 10 ½ and 11 month classified unit employees shall include: 84

January 1 st	85
Martin Luther King Day	86
President's Day	87
Fall Holiday	88
Thanksgiving (2 days)	89
Labor Day	90
Spring Holiday	91
Memorial Day	92

2. Beginning with the 2002-2003 school year, the five paid holidays will be designated as the five working days following the last working day for 10 month employees. 93
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183 day workers 95
Three (3) days per year to be scheduled by the Board. 96

Ten (10) Month Employees - Five (5) paid holidays to be June 10, 11, 12, 13 and 14, 2002. 97
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Eleven (11) Month Employees - Six (6) days per year to be scheduled by the Board. 99
One of these days will be the Wednesday prior to Thanksgiving provided this is a holiday for 10 month employees. 100
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Twelve (12) Month Employees - Six (6) paid holidays per year to be scheduled by the 102
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Board.	
3. Should a holiday occur during a time when an employee is on sick leave, the sick day shall not be charged to the employee.	
4. When a holiday falls within an employee's vacation period, an additional day of vacation shall be provided.	106 107
F. The Superintendent, or his/her designee, in response to a written request by an appropriate recognized lending institution or Credit Bureau for credit purposes, is authorized to give the following information:	108 109 110
1. Length of employment	111
2. Status of employment	112
3. Salary	113
In no case shall the Superintendent give, in response to such requests, any opinion as the character of the individual concerning whom the inquiry is made, or reveal anything of a confidential nature.	114 115 116
G. <u>Reprimands</u>	117
No administrator shall reprimand a Classified Unit employee in the presence of students, parents, or colleagues except when the colleague may be in a representative capacity. This prohibition is not intended to prevent more than one administrator from being present at the reprimand in an official capacity. No recording devices shall be used during any meetings between a Classified Unit employee and administration and/or parents except with the permission of all parties involved.	118 119 120 121 122 123
H. <u>Pay Dates for Ten Month Employees</u>	124
Ten (10) month employees will receive their compensation in twenty-four (24) equal checks payable semi-monthly with the first check being issued August 31, 1994.	125 126
I. <u>Physical and Psychiatric Examinations</u>	127
1. The cost of all physical and psychiatric tests or examination taken by the employee at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.	128 129 130
2. At all times the choice from among state licensed physicians and psychiatrists shall be made by the employee from a list provided by the School Board. No employee shall be compelled to submit to any test or examination without a written statement of the need for such examination from the School Board or its designee.	131 132 133 134

3. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians or psychiatrists of the employee's choosing. The cost shall be borne by the employee and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after receipt of the report by the employee of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.	140 141
4. The report(s) of the examination(s) completed pursuant to the contract shall be placed in the employee's personnel file.	142 143
J. <u>Inclusion</u>	144
1. The Health Paraprofessional at each school site will be involved, when requested by the Principal/designee, in the staffing of ESE students with specific needs and when there are no objections.	145 146 147
2. Classified Unit employees other than Health Paraprofessionals will not be required to perform medical/and or invasive procedures for any student on routine basis.	148 149
3. Appropriate training as determined by the Board for Least Restrictive Environment will be provided for Classified Unit employees assigned to assist ESE students.	150 151
4. Employees may refer students to the school health paraprofessional to determine if they are suspected of having a communicable health condition. Students suspected of having a communicable health condition as determined by the health paraprofessional may be sent home with the approval of the principal. Any student sent home and returning to school shall be readmitted as determined by the principal.	152 153 154 155 156
K. Written notification, to employees, shall be sent within 72 hours as to:	157
1. material that is introduced into their personnel file	158
2. the inspection of their file by anyone (other than an appropriate administrator or supervisor or personnel department employees)	159 160
L. If a member of the CU bargaining unit is asked to substitute for a teacher for a full day, the individual will receive his/her regular pay plus \$20.00 for each complete day of substitute duty. CU members used for a half day will be paid \$10.00.	161 162 163
A half day will be defined as more than one hour and less than 4 hours. A full day will be defined as 4 hours or more.	164 165
The Principal will decide who is used as a substitute depending on the educational needs of the children but will consider volunteers and rotation in the selection process.	166 167

This provision is effective 2/1/00.

- M. All reasonable requests for classified unit employees to attend school recognition ceremonies during the school day for their children will be approved by the principal. Time will be approved when it results in a minimum disruption of the educational program.

ARTICLE IX

AUTHORITY AND PROTECTION

- A. Any case of assault/battery upon a Classified Unit employee while on duty, shall be required to be reported promptly to the Principal/Supervisor by that employee and any other employee observing or having knowledge of the assault. In cases involving assault/battery upon the employee while on duty, the Board will advise the employee of rights and obligations of handling the incident by Law Enforcement and Judicial Authorities. An employee shall not be subject to discipline or reprisal for initiating or participating in good faith in filing a report with law enforcement. Copies of reports generated by the incident shall be given to the employee within two workdays of receipt of the report by the Board. The Principal shall report to the Superintendent/designee by the next workday after an assault, that an assault upon an employee has been reported to him/her. 1
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- B. Each principal will indicate to the Classified Unit employee under his/her supervision, who will be responsible for the school and the related duties of said person in the event of the principal's absence. 11
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- C. Employees shall not be required to travel during their uninterrupted duty free lunch period. Lunch shall be exclusive of travel time. 14
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- D. Employees who are required to divide their work assignments between two (2) or more work locations during the same work day shall be given reasonable travel time. 16
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- E. When a caller explains a message as an emergency, it will be delivered immediately to the employee. All other messages will be placed in the employee's mailbox or delivered as soon as possible. 18
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- F. Yearly pre-retirement information will be made available by February 1st of each year. 21
- G. During the months of October through April there shall be no more than two (2) general faculty meetings conducted each month, except in a school emergency. 22
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- H. When a Classified Unit Employee calls for an administrator for students under his/her supervision, the principal or his/her designee, shall provide appropriate assistance and support. 24
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- I. Classified Unit employees shall be notified of all formal complaints filed against them. 26

The School District shall conduct an investigation as expeditiously as possible of any formal complaint filed against an employee. Upon determination that the district is in receipt of a complaint that should be investigated, the employee will be notified within 2 business days. However, such notice requirement shall not prevent the district from utilizing information obtained while determining whether a formal review is required by the district.

Criminal investigations are exempt from these procedures. 32

J. A classified unit employee shall not be liable for unauthorized use of a computer by another person unless it can be proven that the employee did not follow school board procedures in regard to preventing unauthorized use. All employees are required to follow School Board Policy including St. Lucie School District’s Acceptable Use Policy. 33
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The acceptable use policy will be provided to each classified unit employee at the beginning of the school year. 37
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ARTICLE X

TRANSFER OF CLASSIFIED EMPLOYEES

A. St. Lucie County School Board employees desiring a change in worksite between school years can transfer between school years if approved by the receiving administrator but no later than one month prior to the first day of work for 10 month instructional personnel. After that date, all transfers must have approval of both sending and receiving administrators. (Ratified/Board Approved 12/12/06) 1
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B. Any member of the bargaining unit who has requested a transfer to a specific posted vacancy or to a specific posted promotion will be notified in writing of the administrative action taken on such transfer or promotion request. 6
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C. During the school year, all known classified unit vacancies shall be posted at work sites as follows: 9
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1. Vacancies for the current school year: no less than Five (5) days prior to the position being filled. 11
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2. Vacancies for the next school year: no less than Five (5) days excluding Saturday, Sunday and holidays prior to the position being filled. 13
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D. Involuntary transfer will be made with the approval of the Superintendent when a reduction in the number of classified unit employees at a site is necessary and will be subject to the following: 15
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A. The notice of the reduction shall be presented to the staff by the principal or 18

supervisor and posted. Volunteers at the affected site shall first be sought and transfers shall be awarded to the most senior qualified volunteer based on District seniority. If volunteers are insufficient then involuntary transfers will be made. Those lowest in time of service in the District being transferred first, provided; that the transfer is consistent with overall district program needs. No Classified Unit employee will be involuntarily transferred two successive years. A Classified Unit employee involuntarily transferred shall have the option of returning to the site from which he/she was transferred provided a position becomes vacant.

B.	The procedures listed herein shall not apply to or limit the District’s right to involuntarily transfer for reasons other than staffing reduction at a work site.	28 29
E.	All Classified Unit employees shall have an opportunity to apply for summer school positions for which they are qualified based upon the following:	30 31
	The District will post at each work site, in a timely manner, the summer school locations, vacancies and summer school principals.	32 33
	Employees interested in working in summer school will submit applications to the summer school principal for clerical positions, to the ESE office for ESE aide positions and the designated person for ESOL students.	34 35 36
	The principal shall fill positions based on evaluations and qualifications. An effort will be made to rotate positions to individuals who did not work the previous summer school session. For employees dealing with ESE students, the special needs of the student population will be considered in filling positions.	37 38 39 40
	ESE training will be made available to any CU paraprofessional interested in summer school.	41 42
F.	In the staffing of new facilities Classified Unit employees with seniority in the district shall be given consideration.	43 44

ARTICLE XI

LEAVES OF ABSENCE

A.	Leave without pay may be granted for a period not to exceed one year. Application for such leave shall be submitted in writing with the reasons therefore, to the principal or department head. All such leave requests are subject to final approval by the Board.	1 2 3
B.	Approved leave without pay shall not constitute a break in service.	4

- C. An employee returning to work after an approved leave of absence shall be reassigned to the same classification or to a comparable classification that he/she held before going on leave.

D. Vacation Leave

1. Vacation day accruals for twelve (12) month personnel are established as follows:
 - a. 13 work days per year for employees who have been employed by the School Board of Saint Lucie County less than five (5) consecutive years. 11
 - b. 16.25 work days per year for employees who have been employed by the School Board of Saint Lucie County more than five (5) consecutive years, but less than ten (10) consecutive years. 12
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 - c. 19.50 work days per year for employees who have been employed by the School Board of Saint Lucie County more than ten (10) consecutive years. 14
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2. The number of years used for this purpose must have been continuous and spent with the Saint Lucie County School Board. Vacation time must be approved by the Superintendent/designee and should be planned so that normal operation of the system can be realized. 16
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3. In applying the above table, it shall be determined that the employee has both continuous and creditable service before the annual leave credits are granted. Any service break without approved leave will break continuity and the employee must start at zero years, if re-employed. 20
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4. Vacation leave may be used as accrued. Employees shall not accumulate more than forty (40) days of vacation leave and shall take no more than twenty (20) consecutive workdays off at one time. 23
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5. Upon resignation, termination, or change of employment to a lesser month position, the employee may take his accumulated leave before the date of termination. 26
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E. Maternity/Paternity or Adoption Leave

- Any employee employed on a full-time basis shall be granted Maternity Leave without pay for a period not to exceed one year. Such leave shall commence on a date determined by the employee in consultation with the doctor and notification given to the Superintendent and Principal, in writing. 28
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1. All members of the bargaining unit shall be entitled to use sick leave for maternity until such time as maternity leave begins. 33
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 2. An employee adopting a child shall be entitled, upon request, to a leave not to exceed one year. The leave may begin after receiving regular or de-facto custody of the child. If the rules 35
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of the adoption agency require proof of leave as a consideration of granting the adoption, the Board shall provide proper assurance that such leave will be granted, and, if necessary, grant leave at the time required by the agency.

3. The employee who has received either maternity or adoption leave may return to work after the leave has expired without loss of previous leave benefit.
4. An employee who has been on maternity or adoption leave will, upon expiration of such leave, be assigned to the employee's former position or a comparable position.

F. Sick Leave 43

1. Any member of the bargaining unit employed on a regular basis who is unable to perform his/her duty because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her household, and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. 44
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Extent: Each member of the bargaining unit employed as a regular employee shall earn one day of sick leave for each month employment which shall be credited to the member at the end of the month, and which shall not be used prior to the time it is earned and credited to the member, provided that the member shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year without limitation. All members of the bargaining unit shall be entitled to use sick leave for maternity until such time as maternity leave begins. 49
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G. Civil Leave 56

If an employee is subpoenaed to court as a witness, except for any action in which he/she or the Union is a party, the proper leave application form shall be submitted with a copy of the subpoena attached. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals, or lodging shall be promptly reimbursed to the Board. An employee shall receive his/her regular salary on those regularly scheduled working days he/she is required to be absent, provided that he/she promptly provides evidence of attendance in the form of the actual warrant received from the court. Failure to provide such evidence and to reimburse the Board within thirty (30) calendar days after returning shall result in the employee's loss of regular pay during the leave period. 57
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An employee may request personal leave or vacation if he/she is subpoenaed or otherwise appears in an action in which he/she or the Classified Unit is a party. 66
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H. Medical Leave 68

Up to a year's leave of absence may be granted to employees for personal illness. A doctor's statement relating to the nature of the illness must be attached to the request for leave. Illness of a member of the family does not qualify for this type of leave.

I. Personal Leave With Pay

Each employee shall be permitted five (5) days personal leave which shall be charged to accrued sick leave and shall be non-cumulative. No reasons other than to state "Personal

Reasons" shall be required for this leave. Personal leave with pay may be granted, provided such leave is submitted through established procedures and approved in advance.

J. Temporary Duty Assignment

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Temporary duty assignment is authorized for employees who are assigned by the Superintendent to be on duty at such place or places removed from their regular place of duty and mutually agreed upon by the employee.

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Such assignment to temporary duty will ordinarily be initiated by the Superintendent or his designee. Employees will receive their regular pay and may be allowed expenses as provided by law and regulations of the Board.

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K. Leave of Absence Release for President

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The President of the Association will be granted a renewable leave of absence, at no cost to the Board. The Association will reimburse the board no more than ten (10) working days after each pay date for all expenses related to salary, benefits, etc. During the leave of absence, the President will serve in a representative capacity for all members of both units as specified below:

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- (1) St. Lucie County Classroom Teachers Association, and
- (2) St. Lucie County Classroom Teachers Association/Classified Unit.

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The leave will be counted as a year's working experience for salary purposes, and will not break continuity of service for the length of the leave. The President who has been granted the leave will, upon the expiration of such leave, be assigned to the employee's former position, if available, or to a comparable position for which the employee is certified and/or qualified, but not necessarily to the same school or grade level.

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The St. Lucie County Classroom Teachers Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting a leave of absence for released time President.

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L. Sabbatical Leave

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Any member of the bargaining unit who is on continuing status shall be eligible to apply for Sabbatical Leave after seven (7) years of satisfactory service with the St. Lucie County School Board.

Application must be submitted to the Superintendent or his/her designee during the period from February 1 to March 31, preceding the school year for which leave is requested. Applicants will be notified no later than April 30 as to the disposition of their applications will. An employee receiving permission to take sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given no later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

During the absence of an employee on sabbatical leave, such member shall receive 50% of his her basic salary. In addition thereto, the Board will pay the Board's contribution for retirement and FICA of the person on leave. 111

Sabbatical leave shall be interpreted to mean extended Professional Leave and all applicants shall comply with the following regulations: 112
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1. The employee must be entering the last year of an approved four (4) year educational degree program. 114
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2. The work performed must lead to a BS Degree in education. 116

Sabbatical Leave shall be granted for no more than one year for any individual. 117

Any school insurance held by a member of the instructional staff at the time the leave is granted shall remain in force at the request of the employee, provided that appropriate arrangements are made by the employee to pay full costs of the insurance program. 118
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Sabbatical Leave cannot be counted as a year's experience for salary purposes but will not break continuity of service in the county. 121
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Sabbatical Leave shall be limited to one percent of the number of Classified Unit employees paid from local or state sources for that year in which applicants apply. 123
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Any employee granted a sabbatical leave shall sign a statement that he/she will return to the school system of St. Lucie County for a period of two (2) years at the conclusion of the sabbatical leave or repay any monies paid the employee during the sabbatical leave at the current treasury bill rate. 125
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Employees receiving a sabbatical must earn a minimum of 15 credits during the year not including summer courses. If the sabbatical is for one semester of student teaching to complete the degree, then no minimum credit is necessary. 129
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ARTICLE XII

SICK LEAVE BANK

- A. A sick leave pool shall be established for members of the bargaining unit.

- B. Eligibility
Any full-time member of the bargaining unit shall be eligible for membership in the sick leave bank after one (1) full year of employment, provided that such employee has accrued a minimum of four (4) days of unused sick leave. A member must have verification from the personnel department that he/she meets eligibility requirements as outlined in this article. In addition, clerical and administrative personnel who are not in the bargaining unit and are not represented by another collective bargaining representative shall be eligible for participation in the sick leave bank under the same conditions. (Ratified 1/2008)

- C. Contributions
Each new member of the sick leave pool shall contribute two (2) days of his/her personal accrued sick leave upon his/her initial enrollment. Each year thereafter, each continuing member shall contribute one (1) day of his/her accrued sick leave during the enrollment period at the beginning of the school year if the sick leave bank drops below one (1) day per member. If the sick leave bank falls below 150 days during the school year, each continuing member, except those currently using the sick leave bank, shall donate one (1) day from his/her accrued sick leave or withdraw membership from the sick leave bank. The payroll department will notify the C.T.A. ten (10) working days prior to deducting the one (1) accessed day from sick leave bank members. Forms for enrollment in the sick leave bank shall be available in each school office. (Ratified 1/2008)

- D. Enrollment Period
Two (2) enrollment periods shall be established during the first twenty (20) days of each semester.

- E. Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the employee donating such leave.

- F. Identification and Recording of Participants
The personnel and payroll departments shall establish and the Association will comply with procedures for identifying and recording contributions in the Bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.

- G. Operation of Sick Leave Bank
The following conditions shall control the operation of the sick leave bank and the right of

teachers to utilize the bank:

1. After a participant is a member of the sick leave bank for a minimum of sixty (60) calendar days and upon depletion of his/her sick and vacation leave shall be eligible to draw days from the bank with the following stipulations:
 - a. use of sick leave bank is restricted to those members who have not used the bank for at least three (3) years.
 - b. use of the sick leave bank will be restricted to no more than thirty (30) work days per school year. (Ratified 1/2008)
2. An employee must have exhausted all individual accumulated sick and vacation leave and have been absent from employment without pay for four (4) consecutive working days as a consequence of the illness, accident, or disability before being eligible for use of the pool. (Ratified 1/2008) 44
3. A doctor's statement certifying the illness and necessity for the protracted leave is required. Reapplication to the sick leave bank must be accompanied by a doctor's certification that the current illness/injury is not the same or related to an illness/injury used for sick leave bank benefits in the past. 45
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4. The employee shall not have to pay back in any manner the number of days used from the bank. (Ratified 1/2008) 49
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5. The use of the bank shall be applicable to the illness, accident or injury of only the eligible employee. A member shall not use days from the pool for maternity/paternity purposes. (Ratified 1/2008) 51
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- H. The Board and the Association acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds by the Board that would not otherwise be required. 54
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- I. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this sick leave bank. 56
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- J. Withdrawal from Sick Leave Bank
An employee who chooses to no longer participate in the sick leave bank must notify personnel in writing of his/her intent to withdraw membership; he/she shall not be eligible to withdraw any sick leave already contributed to the pool. 61
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- K. Any member of the Sick Leave Bank, who has claimed Illness/Injury in the Line of Duty under the Article that describes Leaves of Absence in their contract (Article XI, Section F) 64
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shall not be eligible to withdraw sick leave from the pool. (Ratified 1/2008)

L. Abuse of Bank

Alleged abuse of the use of the sick leave bank shall be investigated and, on finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the Board to be appropriate.

M. Dissolution of Bank

If the sick leave bank is dissolved for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current members. However, no employee may receive more sick leave credit under this paragraph (L) than he/she has transferred into the bank.

N. A Sick Leave Bank Review Committee shall be established by the Association to:

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| 1. Review usage | 78 |
| 2. Review any alleged misuse | 79 |
| 3. Keep records, as supplied by the payroll and personnel department, at the CTA/CU office for review purposes. | 80
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This committee will meet with the Board's representative who administers the Bank twice each year after the open enrollment period has closed. (Ratified 1/2008) 82
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Members of this committee shall be appointed by the Association's President. 84

ARTICLE XIII

EVALUATION

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| A. All regular employees will be formally evaluated once each year by the principal, the immediate supervisor (as defined on page 2 of this contract) or his/her administrative designee. | 1
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| B. Employees will be made aware of the criteria, appraisal form and the name of the immediate supervisor for the evaluation at the beginning of each school year or during the first month of employment if the employee begins work after the school year has begun. | 3
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| C. Observation of employees shall be done openly and shall not be used to harass any employee. | 6 |
| D. When an immediate Supervisor identifies a deficiency, the employee shall be notified of his/her said deficiency(ies) within ten (10) working days. | 7
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- E. The annual evaluation form will be signed by the employee, a copy of the evaluation form will be filed in the employee's personnel file and a copy will be given to the employee. Such signature by the employee only acknowledges that he/she has read the report and does not necessarily indicate agreement with the contents. If an employee receives a subnormal rating on any category of evaluation, the evaluator will provide written comment and suggestions for improvement.
- F. The employee's assessment file will be opened for inspection by the employee or his/her designee and others as designated by the Superintendent.
- G. The employee may duplicate at cost all non-confidential papers in his/her personnel file at \$.05 a copy.
- H. The employee upon request shall have within ten (10) working days from such request a "face to face" conference with the immediate supervisor explaining the evaluation. The employee may submit a written response to be attached to the evaluation form.

ARTICLE XIV

REASSIGNMENT, LAYOFF, RECALL, AND CONTINUING STATUS

- A. For the purpose of this article, length of service shall be defined as an employee's length of continuous service with the School Board of Saint Lucie County since his/her last date of hire. An employee's continuous service record shall be broken by voluntary resignation, non-reappointment to a position, or termination by discharge, abandonment of a position, or retirement. 1
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- B. The Assistant Superintendent for Personnel or his/her designee will discuss any changes in assignments with the employee(s) directly involved. When an assignment involves moving from one worksite to another, reasonable effort will be made to give the employee at least three (3) days written notice. An orientation of specific job responsibilities will be provided by the immediate supervisor or designee within the first ten (10) working days of the reassignment. 6
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- C. Layoff, except as stated in #6 below, is defined as the temporary or permanent reduction in force of the members of the bargaining unit for lack of work or funds without fault on the part of any employee, prior to the end of the fiscal year. In the event it becomes necessary to lay off employees in a school or department, the following procedures shall apply, unless required otherwise by court order or applicable laws: 11
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 - 1. Before any regular employee is laid off, temporary employees will be laid off based upon the school system and departmental needs. 16
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 - 2. The School Board shall determine the position and/or classification to be laid off or reduced. The choosing of the specific employees to be laid off will be on a district wide basis and will 18
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not be limited to the school or department where the eliminated position is located.

3. For the purposes of determining the order of layoff or reduction of employees, the position within the level of the classification as reflected on the payroll schedule shall be used hereinafter referred to as classification; FOR EXAMPLE: the Position Level 1, Clerk Typist or Library Clerk. The employee in his/her identified classification with the least seniority in the school district as defined in paragraph A, above shall be the first laid off or reduced.
4. In the event that two or more employees in the affected classification have the exact amount of seniority as defined in paragraph A, the Superintendent or his/her designee shall make the decision on who shall be retained based upon:

FIRST: Job performance and qualifications; if that being substantially equal then:

SECOND: Seniority in the affected classification.

5. The Classified Unit shall be provided a seniority list of the employees within the classifications, prior to any layoffs or recalls.
6. Individuals hired or voluntarily transferred to positions generated from a grant source are hired for the duration of the grant only and, as such, this article does not apply. Employees will be notified in writing that these appointments are contingent upon funding. When funding is depleted, reasonable efforts will be made to assist individuals with satisfactory evaluations to find positions within the district.

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D. Recall

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Employees shall be recalled in inverse order of layoff in the same classification. Employees in layoff status will retain recall rights for one calendar year measured from date of layoff.

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E. Abandonment of Position

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An employee who is absent without authorized leave except in the case of emergency is considered to have abandoned the position and forfeits all job rights with the School Board of Saint Lucie County. In cases of emergency, whenever possible, a supervisory representative of the Board must be notified prior to the absence of the employee.

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F. Continuing Status

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1. The probationary period for newly hired Classified Unit employees shall be one hundred and twenty (120) working days beginning the first day the employee reports for work. Terminations shall not be subject to the grievance/arbitration articles. When a promotion occurs the probation shall also be for 120 working days.
2. After satisfactory completion of the probationary period, the newly hired Classified Unit employee will be employed on an annual basis by the School Board. At the expiration of this

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annual employment there will be no guarantee of a position for the coming year. If the position will be available for the next year, the employee may be considered for another year. If his/her services are non-renewed, he/she shall be notified in writing, of his/her employment status by June 1 for eleven (11) month and twelve (12) month employees and by May 1 for all other employees. Such notices shall include the reasons for non-renewal. The employee shall have the right to appeal this decision to the Superintendent whose decision shall be final.

3. After serving three (3) consecutive satisfactory years on an annual basis, full-time Classified Unit employees recommended by the Superintendent and approved by the School Board shall be known as continuing employees whose status shall continue from year to year. Classified Unit employees meeting the criteria as stated in this paragraph as of July 1, 1994, shall be granted continuing status except when their last "overall evaluation" rating was "below average" or if they have received any written reprimands or warnings between July 1, 1993 and July 1, 1994, they shall serve a 120 working day probationary period from the date of ratification of this agreement between both parties. After the successful completion of this probationary period, they will be given either the annual status provided by paragraph 2 or continuing status provided by paragraph 3, depending on the employee's length of service.
 4. If an annual or a continuing status employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position and the employee's former position is filled, the employee will be transferred to a vacant position for which he/she qualifies. If no such position is available, then the employee shall be considered laid off with recall rights under paragraph D of this article. The determination of whether the employee satisfactorily completes the promotion probation period shall not be subject to the grievance/arbitration procedure.
 5. After a probationary period as defined above, the Board and/or its representatives may discharge an employee at any time, however, except as provided in paragraph 2, the Board must show just cause for such discharge.
 6. The following procedure shall be used for suspension with intent to dismiss for just cause as described in paragraph 5 rather than the Grievance Arbitration Procedure outlined in this contract. This procedure is not available to probationary employees.
 - a. Any member of the Classified Unit may be dismissed by the School Board during his/her term of appointment, when a recommendation for dismissal is made by the Superintendent, for just cause.
- Just Cause shall include:
1. Insubordination
 2. Neglect of duty
 3. Absence without leave
 4. Unsatisfactory work performance
 5. Misuse of School Board property or equipment

6. Violation of School Board Policy and/or Rules which the Board shall have the unilateral right to establish.
 - b. Prior to making a recommendation for dismissal, the Superintendent/Designee shall investigate the charges or reasons for the proposed action and conduct an informal hearing at which time the employee, and/or his/her designee, shall have an opportunity to refute the charges or provide additional information or evidence.
 - c. The Superintendent and/or his/her designee is authorized to suspend with intent to dismiss, an employee until the next regular or special meeting of the Board. The School Board shall be notified immediately of such suspension.
 - d. An evidentiary hearing shall be held prior to taking final action on the Superintendent's recommendation. The Board shall have the option to conduct the evidentiary hearing or have the hearing conducted by a hearing officer who shall make a recommendation to the Board in accordance with Chapter 120.57 F.S.
 - e. No member of the Classified Unit may be dismissed except by action of the School Board.
7. Nothing herein shall be interpreted as restricting the Superintendent/designee from imposing a lesser discipline penalty than discharge.

8. Paragraph F does not apply to employees who are laid off or who abandon their jobs under the provisions of this contract.	108 109
9. Should the 1994 law passed by the legislature amending F. S. §231.3605 and establishing certain rights for educational support employees be modified, amended or repealed by the Legislature or court action this section of Article XIII shall immediately become open and the parties shall begin negotiations in regard to this section within thirty (30) days of such action.	110 111 112 113
G. <u>Assignment of Bus Aides</u> (Ratified/Board Approved 12/12/06)	114
1. Bidding seniority is defined as an employee’s continuous length of service with the School Board of Saint Lucie County, as a regular bus aide. The current bidding seniority list will be posted. When a bus aide takes a route under the bidding process, he/she must keep the route for the remainder of the school year. Substituting as a bus aide will not count towards seniority. Only regular school bus aides will be eligible to bid for open routes.	115 116 117 118 119
2. All open routes will be temporarily filled at the beginning of the school year by full-time and substitute bus aides. Open bus aides routes will be bid according to the following procedure	120 121
a. All open routes will be reviewed and posted in the transportation employees’ lounges in the week following the bus driver bidding.	122 123
b. A copy of the postings shall be issued to the President of the CTA/CU.	124
c. Route bidding for bus aides shall take place during the second week after the bus driver bid.	125
d. Successful bidders will take over the accepted bid route no later than the Monday following the bid.	126 127
e. Any routes vacated by bus aides bidding as described above will be posted as open routes during the next full week of school to be assigned to the most senior bidders the following week. Successful bidders will take over the accepted bid route no later than the Monday following the bid.	128 129 130 131
3. All bus aide routes which come open during the year as a result of terminations, transfers, creation of additional routes, etc. during the school year will be subject to the bidding process as described below:	132 133 134
a. Routes will be designated as compounded in north or south county.	135
b. An Open Route Bid, for routes coming open during the school year, will be conducted monthly when open routes exist.	136 137
c. The monthly bid will be conducted on the first Wednesday of the month and open routes will be posted five (5) working days prior to the scheduled bid date.	138 139
4. Only Bus Aides who are regular, full-time employees of the St. Lucie County School District are eligible for extra work assignments. The assignment of Bus Aides to extra work shall be accomplished by a team attachment with a paired driver. As a driver is assigned to extra work requiring an attendant, the teamed Bus Aide will have first opportunity to accept that assignment. If a Bus Aide is either unattached or the teamed driver or aide does not want extra work, the Bus Aide may sign up on an “Independents List” to be organized by seniority.	140 141 142 143 144 145

When the need for an independent bus aide arises, the list shall be utilized in an assignment rotation based on seniority and logistical feasibility.	147
5. When a bus aide is assigned an exceptional education student on a regular education bus route, the student requiring the bus aide shall be their primary responsibility and other riders their secondary responsibility.	148 149 150
6. Bus Aides will receive a 6% supplement upon completion of training in providing services for medically fragile students. After completion of required training, bus aides may qualify for an additional 6% supplement based on assigned duties.	151 152 153
H. <u>Bus Aide Training</u> (Ratified/Board Approved 12/12/06)	154
1. Bus aides will be provided with adequate, on-going training appropriate to the exceptionalities and needs of the students on their bus, prior to placement of students on the bus. Training will be provided during the regular work day and/or be compensated time or compensatory time beyond the work day as required by provisions of this contract.	155 156 157 158

ARTICLE XV

COMPENSATION AND FRINGE BENEFITS

School Year 2006-2007

1. Upon agreement by both parties the Board will provide a salary increase of 2.25% to include step to all eligible CTA employees effective at the onset of their contractual date of employment for the 2007-2008 school year. This salary increase excludes any summer work and any additional work completed prior to August 20, 2007. Included in the 2.25% increase for CTA employees will be the addition of one step to all CTA salary schedules for the 2007-2008 school year.	1 2 3 4 5 6
2. \$1,000 supplement for Health Paraprofessionals who become Licensed Practical Nurses.	7
A. <u>Group Health, and IRS Code Section 125 Cafeteria Plan</u>	8
1. A three-level health insurance plan as developed by the insurance committee, will become effective February 1, 1990.	9 10
The Board will provide upon application and appropriate eligibility, 65% of the premium for the rich plan for a single, two (2) person or family coverage per month. The Board will provide	11 12 13 14

the same dollar contribution for the budget and lean plan. For employees hired on or after January 1, 2003 the Board will pay 50% of the premium for the rich plan for two (2) person or family coverage per month.	15
2. The Board and the Association agree to continue an IRS Section 125 Cafeteria Plan for the employees effective January 1, 1994 through December 31, 1994. The Board will appoint a management company for Cafeteria Plan.	16 17 18
a. Commencing 1/1/92, the Board, agrees to contribute to the fund \$400 per eligible employee annually paid into the fund on a monthly basis.	19 20
b. The Board agrees the plan administrator shall counsel, enroll and once enrolled service all accounts.	21 22
c. The effective date for Cafeteria Plan coverage for new employees shall be within 30 days following employment.	23 24
d. Employees who do not choose a Cafeteria Plan Option shall be notified by certified mail. Employees shall have ten (10) days to respond. A timely list of notified employees shall be forwarded to the Association. Employees who do not respond within ten (10) days of notification shall forfeit all Cafeteria Plan benefits.	25 26 27 28
e. The Board and the Association recognize that the tax consequences to individual employees resulting from employee benefit programs such as the Cafeteria Plan is in a state of Congressional debate and uncertainty at the present time. Neither the Board nor the Association assumes any responsibility nor liability for individual tax consequences which may occur as a result of employee participation or non-participation, and no representations nor guarantees are made or implied by either the Board or the Association as to the tax effect of plan participation or non-participation for individual employees. In order to participate in the Cafeteria Plan, the individual employee shall sign a copy of the waiver reproduced in Appendix E of this contract.	29 30 31 32 33 34 35 36 37
f. Review of Sick Leave Bank	38
1. The parties agree to appoint a review committee to study current practices of the CU Sick Leave Bank and to develop recommendations for changes in procedures.	39 40
2. The committee will consist of 6 people, 3 appointed by CU, 2 appointed by the administration and the current administrator responsible for the CU Sick Leave Bank.	41 42 43
3. CU and the Board will consider adoption of recommendations as a memorandum of understanding regarding any new procedures to be implemented during the 1989-90, or 1990-91 school year.	44 45 46
B. <u>Payroll Deductions</u>	47

The Board shall make available through payroll deductions: credit union, tax deferred annuity programs, and other insurance programs as currently provided by the Board to all employees in the District. Employees may enroll or change annuities any time between May 1st and August 31st as long as authorizations are received by August 31st. The effective date for such will not be later than the September payroll. Employees may drop annuities any time during the year by submitting a written request to the payroll department and allowing up to sixty (60) days for processing.	50 51 52 53 54
<u>C. Travel Allowance</u>	55
Classified personnel required to use personal automobiles by the nature of the work assignment, upon approval of the Assistant Superintendent, shall be paid at the maximum rate allowed by state law. Such mileage reimbursement shall not include routine travel to and from the classified employee's home and the school to which he/she is assigned. Mileage claimed between schools must be identical to the amount as listed on the approved mileage chart.	56 57 58 59 60
<u>D. Supplements</u>	61
Classified employees who desire credit on the salary schedule for additional training and/or an earned higher degree must have completed all training by September 1st of the current fiscal year and proper verification of such must be submitted to the Personnel Office by October 15th of the current fiscal year in order to receive credit for the entire year.	62 63 64 65
<u>E. Direct Deposit</u>	66
Payroll Department will deposit checks to the account of employees upon request, provided the deposit slip is furnished.	67 68
<u>F. Terminal Pay</u>	69
In order to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee under the following conditions:	70 71 72
a. At normal or disability retirement, or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:	73 74
1. during the first three years of service the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;	75 76
2. during the next three years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;	77 78
3. during the next three years of service the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;	79 80

4.	during and after the tenth year of service the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.	
b.	During or after the thirteenth year of service, an employee who terminates or retires, or whose service is terminated by death, may receive his/her daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.	83 84 85
1.	Accumulated sick leave shall include only the number of days for which the employee earned sick leave days in the county.	86 87
2.	Terminal pay, when paid upon retirement or termination, shall be paid only if the employee is retiring or terminating under favorable circumstances, not if the employee is being dismissed by the Board. Only employees in service or on approved leave at the time of retirement shall receive these benefits.	88 89 90 91
G.	<u>Garnishment</u>	92
	In every case in which an attempt is made to enjoin the School Board as garnishee, the Board shall interpose its right to exemption as an agency of the state and the department or court as authorized in Florida Statute 409-2574 and the IRS are the only organizations to the knowledge of the Board that do have the legal right to demand funds withheld from an employee's salary and remitted to it.	93 94 95 96 97
H.	<u>Retirement Supplement</u>	98
	Each eligible and retiring member of the Classified Bargaining Unit shall be entitled to receive a retirement supplement of 15% of his/her annual salary exclusive of supplements in one lump-sum at the close of the school year. A retiring employee must qualify for retirement under the Florida Retirement System. In addition, the employee must have no less than twenty-five (25) years creditable service under the above mentioned plan and must have a minimum of fifteen (15) years creditable service with the St. Lucie County School District. The employee shall be eligible for the bonus only during his/her initial year of retirement eligibility.	99 100 101 102 103 104 105
	In each school year an employee who becomes eligible for the retirement supplement must by March 1 have completed the necessary application for retirement through the personnel department and resign effective at the end of the regular scheduled work year for that employee.	106 107 108
	It shall be the responsibility of each employee to determine his/her eligibility for retirement and to meet the above requirements set forth to receive the retirement supplement.	109 110

ARTICLE XVI

MISCELLANEOUS

- A. This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Contract. 1
2
- B. Any individual agreements between the Board and any individual employee shall conform to the terms of this Contract. 3
4
- C. Copies of the Contract titled "Contract Between the CTA-Classified Unit and the School Board of St. Lucie County" shall be printed by the Board within sixty (60) days after the Contract is ratified. The expense shall be paid by the Board. 5
6
7
- D. Eligible employees who attend inservice training beyond the normal workday or for training on a non-working day will be paid *\$6.00 per hour. In order to be eligible for the training pay, the Principal must submit the employee's name to the Superintendent/designee for approval prior to the employee attending the training session. 8
9
10
11

*This rate will automatically increase with Article 10 Section 24 of the Florida Constitution.

ARTICLE XVII

TERMS OF CONTRACT

- A. This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the Classified Unit in writing, signed and ratified by both parties as an amendment to this Contract.
- B. If any provision of the Contract or any application of this Contract shall be found contrary to law, then such provision or application shall be deemed to be invalid and not subsisting except to the extent permitted by law. All other provisions or applicable sections shall continue in force and effect.
- C. The Board and the CTA/CU agree to ratify contracts annually as agreed to using the Collaborative Bargaining Process. Salary and benefits will be opened each year for negotiations. Should either party elect to return to the “traditional process of collective bargaining” a written notice of 90 days will be provided. (Ratified 1/2008)

St. Lucie County Classroom
Teachers-Association, Inc.
Classified Unit

St. Lucie County School Board

Vanessa Tillman
President of the Classroom
Teachers Association, Inc.
Classified Unit
Chief Negotiator

Susan Ranew
Chief Negotiator

Shirley Hagwood
Vice President of the Classroom
Teachers Association, Inc.
Classified Unit

Michael J. Lannon
Superintendent

Dr. John Carvelli
Chairman of the Board

APPENDIX A
OFFICIAL GRIEVANCE FORM

NAME: _____

WORK LOCATION: _____ASSIGNMENT: _____

GRIEVANCE FORM GIVEN TO: _____

A. DATE, TIME AND PLACE GRIEVANCE OCCURRED: _____

B. RELATES TO ARTICLE(S), SECTION(S), LINE(S) _____ OF AGREEMENT.

C. STATEMENT OF GRIEVANCE: _____

D. RELIEF SOUGHT: _____

(SIGNATURE)

(DATE)

E. DISPOSITION OF IMMEDIATE SUPERVISOR: _____

(SIGNATURE)

(DATE)

- White - Superintendent
- Canary - Principal or Immediate Supervisor
- Pink - Classified Unit
- Golden - Grievant

APPENDIX B

MEMBERSHIP APPLICATION
ST. LUCIE COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.
(Classified Unit)

ST. LUCIE COUNTY SCHOOLS

SICK LEAVE BANK

I agree to donate two of my sick leave days to the St. Lucie County Classroom Teachers' Association Classified Unit/St. Lucie County Schools Sick Leave Bank and become a member under the conditions outlined in the master contract. I understand that the donation of one day per year may be required, and this form is the continuing authorization for such deductions. I further understand that I may discontinue membership in the Sick Leave Bank at any time after giving written notification to the Board and to the Classified Unit.

Signature: _____

School: _____

Date: _____

Social Security Number _____

Approved _____ _____
 Yes No

White - Payroll
Canary - Personnel
Pink - Classified Unit

APPENDIX C
The School Board of St. Lucie County, Florida
Application For Use Of The Sick Leave Bank
CTA/CTA-CU

Name of Applicant _____ Date _____

School _____

Home Address _____

_____ Telephone _____

Briefly state nature of illness: _____

How long do you expect to be absent? _____

A statement from your doctor must be attached to this form.

Signature of Applicant _____

This request has has not been granted.

Personnel Officer
Assistant Superintendent of Human Resources

White - Sick Leave Bank
Green - Payroll
Canary - Personnel
Pink - CTA/CTA-CU
Golden - Employee

APPENDIX D



AFT NO. 3616

CTA/CU WAIVER PROCESS

SCHOOL _____ DATE _____

1. The specific article of the contract to be waived _____
_____.

2. The approved waiver would facilitate achieving the following objective(s): _____

_____.

3. How would the approved waiver enhance the achievement of the identified objective(s)? _____

_____.

4. The length of the time the waiver would be in effect:
From _____ to _____.

5. When will data be gathered, organized and presented that may evidence the achievement of the identified objectives? _____
This data, if applicable, should be forwarded to the CTA/CU president in a timely fashion.

6. Have all individuals that may be affected by the waiver had the opportunity to vote on this issue?
_____ If not explain _____

_____.

Affiliated with the Florida Education Association/United. AFT and AFL-CIO



APPENDIX E

**ST. LUCIE COUNTY CLASSROOM TEACHERS
ASSOCIATION AND CLASSIFIED UNIT
MEMBERSHIP FORM**

NAME: _____ **Social Security #** _____ - _____ - _____

(PLEASE PRINT)

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____

Teacher \$22.70 pay period \$544.88 per year **Classified Unit** \$11.43 pay period \$274.32 per year

Worksite: _____ **Work Phone Number:** _____

School Email: _____ **Home Email:** _____

Position: _____

Registered Voter _____ **yes** _____ **no** **Party** _____

Please send me an application to join TIGER/C.O.P.E.

****NO UNION REPRESENTATION IS PROVIDED FOR INCIDENTS/ACTIONS THAT OCCUR PRIOR TO MEMBERSHIP IN THE CTA/CU.**

Signature

Date

Recruiter

I hereby authorize you, according to the contract agreed upon with the St. Lucie County Classroom Teachers Association/Classified Unit, to deduct the equal amounts as determined by the Association from each remaining payroll check. I am to receive and to transmit these deductions to the said Association. I understand that the amount deducted from each check will be the same unless changed by the Association as agreed to its contract. I hereby waive all rights and claims to said monies and relieve the School Board and all its employees from any liability therefore. I further understand that such deductions are continuous and that I may cancel the deduction ONLY after giving thirty (30) days written notice on an official cancellation form to the Association.

We are Local # 3616. Our affiliations are with the Florida Education Association (FEA), the American Federation of Teachers (AFT), the National Education Association (NEA), and the AFL-CIO.

Fill out completely and return to the CTA/CU office.

Revised 11/26/07

APPENDIX F

WAIVER FOR IRS CODE SECTION 125 CAFETERIA PLAN

The Board and the Association recognize that the tax consequences to individual employees resulting from employee benefit programs such as the Cafeteria Plan is in a state of Congressional debate and uncertainty at the present time. Neither the Board nor the Association assumes any responsibility nor liability for individual tax consequences which may occur as a result of employee participation or non-participation in this benefit program. Each employee is to determine for himself or herself the tax effect of plan participation or non-participation, and no representations nor guarantees are made or implied by either the Board or the Association as to the tax effect of plan participation or non-participation for individual employees.

I have read the above waiver and agree to it as a condition of my voluntary participation in the Cafeteria Plan.

Signature: _____

Witness Signature: _____

Date: _____

APPENDIX G

General Request

Specific Request
(Posted Vacancy)

TRANSFER REQUEST FORM

NAME _____ DATE _____

PRESENT POSITION _____

SCHOOL _____ GRADE OR
SUBJECT _____

I request the following transfer: _____

-

-

-

-

Reason for request: _____

-

-

-

-

-

I understand that if a transfer is possible I will be given consideration.

(Employee's Signature)

1 copy to present Principal

1 copy to Principal where transfer is desired (if applicable)

1 copy to Director of Personnel

1 copy to Employee

APPENDIX H SICK LEAVE BANK

- Due to the current serious problems with the CU Sick Leave Bank, CTA/CU proposes: 1
1. The parties agree to appoint a review committee to study current practices of the Sick Leave Bank and to develop recommendations for changes in procedures. 2
3
 2. The committee consists of six (6) people, the current administrator, two (2) appointed by the administration and three (3) appointed by CTA/CU. 4
5
 3. CTA/CU and the Board will consider adoption of recommendations as a memorandum of understanding regarding any new procedures to be implemented during the 1989-90 school year. 6
7
8
 4. CTA/CU and the Board agree that a freeze be placed on the CU Sick Leave Bank for a period of 30 working days from the date of ratification to allow the above mentioned committee to review and develop new guidelines for administering the CU Sick Leave Bank. Any claims occurring during the freeze will be considered under the new guidelines. 9
10
11
12

APPENDIX I

In accordance with Appendix E, Paragraph 3, of the Classroom Teachers Association Classified Unit 1987 Contract, it is agreed that the recommendations of the Sick Leave Bank Committee would be adopted as a Memorandum of Understanding regarding new procedures to be implemented during the 1987-88 school year. However, since the new contracts have not been printed, the Board and Union were able to adopt the recommendations of the Committee and make the necessary changes in the present sick leave pool. 1
2
3
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5
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APPENDIX J

District Support Personnel Staffing Reorganization Plan 1989-90

The Board and St. Lucie CTA/CU agree the district's support staffing practices are an important part of its service delivery system. St. Lucie CTA/CU agrees to the implementation of the District Support Personnel Staffing Reorganization Plan with the following provisions:

1. No current employee represented by St. Lucie CTA/CU will suffer a loss of pay for the duration of this contract because of the implementation of this program.
2. A sincere good faith effort will be made by the district to provide appropriate training for advancement for employees represented by CTA/CU.
3. Generally accepted working provisions and conditions specified in this contract and hours in this contract will not be changed because of the implementation of this program for any current employee represented by the CTA/CU for the duration of this contract. 9
10
11
4. Implementation of this program will not cause a reduction in force for any current employee represented in CTA/CU for the duration of this contract. 12
13
5. The base salaries specified for the levels in this plan will be increased for employees represented by CTA/CU by the same percentage as negotiated for other employees in this unit for the duration of this contract. 14
15
16

CLASSIFIED SUPPORT STAFF EMPLOYEES 17

Clerk	18
Secretary I, II, & III	19
Bookkeeper	20
All Aides	21
Teacher Assistants	22
Terminal Operators	23
Computer Operators	24
Printer I & II	25
Home/school Coordinator	26
Community Health Worker	27
Student Assignment Operator I & II	28
Behavior Technician	29
Personnel Records Specialist	30
Senior Computer Operator	31
Route Specialist	32
Transportation Dispatcher	33
Textbook Testing Manager	34

APPENDIX K

By September 30, 1991 all Classified Unit employees will receive a copy of their current job descriptions.

APPENDIX L

LETTER OF UNDERSTANDING

For 1992-93 only the Board agrees to pay 100% of any increase which may occur in the health insurance plan. However, it is agreed that the following changes in benefits will be made effective January 1, 1993:

- A. the deductible is raised to \$200.00 per person per year (\$400.00 per family)
- B. outpatient treatment is covered at 90% in the Rich plan.

The implementation of this agreement is contingent on the signing of the same agreement by the other two bargaining units CTA (Teacher Unit) and CWA.

Christine Hill
Chief Negotiator
St. Lucie County
Classroom Teachers Association, Inc.

J. David Richeson
Chief Negotiator
School Board
Lucie County

APPENDIX M

**MEMO OF UNDERSTANDING
RE: LEAVE OF ABSENCE**

It is the intention of the parties to follow and comply with the provisions of the Family and Medical Leave Act of 1993 where applicable. If the application of that law requires a different procedure than that set forth herein then the provisions of the Family and Medical Leave Act will be followed for that situation. The parties agree that Article X will be open during negotiations for the 1994-95 school year but only to the extent necessary to amend it in accordance with the Family and Medical Leave Act.

Arlene Belcher, Chief Negotiator
St. Lucie County Classified Unit,
CTA/CU.

J.. David Richeson, Chief Negotiator
School Board St. Lucie County

APPENDIX N

LETTER OF UNDERSTANDING

During 1990-91 the District, although faced with a severe budget crisis, honored a commitment of an 8% increase. During the 1991-92 school year the District suffered a severe fiscal crisis due to revenue shortfalls from the state. As a result of that crisis, employees who were scheduled to move on step were frozen during that year. In 1992-93, although the crisis continued with meager funding increases, employees did receive their step. Although the Board has not agreed during these 1993-94 negotiations to the proposal to restoring the lost step, that does not mean that the Board is opposed to restoring the step. The Board of Education's position is that it wanted to concentrate on across-the-board increases for everyone for the 1993-94 school year.

This letter of understanding is offered as a statement of the Board's desired goal to restore in the future the lost step. Of course, we are dependent upon funding from Tallahassee. We hope that as our state economy returns to a more normal mode, so will the funding for education.

Christine Hill, Chief Negotiator

J. David Richeson, Chief Negotiator

APPENDIX O

LETTER OF UNDERSTANDING

It is understood and agreed that the St. Lucie County Classroom Teachers Association, Inc. as representative for the bargaining unit, known as the "Classified Unit" has no objection to the implementation by the School Board of St. Lucie County of an additional one-time retirement incentive as described in the attached Recommendation from the Superintendent (Attachment A). The years of employment eligibility requirements for the "Classified Unit" will be those contained in Article XIV, paragraph H of the Collective Bargaining Agreement between the CTA (Classified Unit) and the Board as contained in Board Policy 3.55 (1)(b). It is understood that this is a one-time incentive limited to the period of time between May 10, 1994 and June 30, 1994. This one-time incentive is in addition to the benefits under Article XIV, paragraph H of the Collective Bargaining Agreement between the CTA(Classified Unit) and the Board and in no way alters or amends the contract.

Arlene Belcher,
Chief Negotiator
CTA, CU

J. David Richeson,
Chief Negotiator
School Board of St. Lucie County

APPENDIX P

LETTER OF UNDERSTANDING

A Classified Unit employee required by the Principal to attend training on April 26, 1996, if it remains designated as a non-workday, will receive the training rate as provided in Article XVII, paragraph 5 of this agreement. 1
2
3

APPENDIX Q

LETTER OF UNDERSTANDING

During 1990-91 the District, although faced with a severe budget crisis, honored a commitment of an 8% increase. During the 1991-92 school year the District suffered a severe fiscal crisis due to revenue shortfalls from the state. As a result of that crisis, employees who were scheduled to move on step were frozen during that year. In 1992-93 and 1993-94 although the crisis continued with meager funding increases, the employees did receive their step. In 1994-95 the Board honored its desired goal of restoring the lost step.

In 1995-96 the step has already been granted. The impending budget cuts threatened by a shortfall in state revenue prevents the Board from offering further raises other than those contained in this agreement. It is the Board's desire however, that should the proposed cuts not occur, the District will reassess its position on pay raises in January, 1996 to see if it has the resources to increase the financial package for 1995-96.

If the Board in its discretion decides that it has the funds to grant additional increases, it will negotiate with the CTA/CU about the amount and method of distribution of such additional increases as per F.S. 447.

Arlene Belcher; Chief Negotiator
St. Lucie CTA/CU Unit

David Richeson; Chief Negotiator
St. Lucie County School Board

In accord with the above letter of understanding the Board offers and the Union accepts a one time payment for all members of the bargaining unit equal to two percent of their salary as reflected on the 1995-96 salary schedule. This is a one-time payment for the 1995-96 school year only and will not become part of the contract salary or base salary. In order to receive the payment the employee must still be employed as of the date of this supplemental agreement. The 2% payment will be computed based on the number of the employee's paid days for the school year 1995-96.

Arlene Belcher; Chief Negotiator
St. Lucie CTA/CU Unit

David Richeson; Chief Negotiator
St. Lucie County School Board

APPENDIX R

LETTER OF UNDERSTANDING

The District continues to be faced with a tight budget resulting from the building of two new schools and the hiring of additional teachers, while not receiving adequate funding.

For the 1996-97 school year the pay step increase has already been granted and implemented for those eligible. Additionally it has been agreed that there will be one step created, 13, to give a permanent increase to those who had previously exceeded through longevity the existing steps. Budget limitations prevent the Board from offering further raises at this time. It is the Board's desire however, to reassess in January, 1997 its position on additional pay raises to determine if it has the resources to increase the financial package for 1996-97.

If the Board in its discretion decides it has the funds to grant additional increases, it will negotiate with the CTA-CU about the amount and method of distribution of such additional increase per Florida Statute 447.

This procedure was followed for school year 1995-96 and the Board did find the funds to grant an additional 2% payment. That is certainly not a promise or a guarantee that the Board will be able to do the same this year, but it is evidence of its good faith.

Arlene Belcher; Chief Negotiator
St. Lucie CTA/CU Unit

David Richeson; Chief Negotiator
School Board of St. Lucie County

Date: 9/30/96

Date: 9/30/96

In accord with the above letter of understanding the Board offers and the Union accepts a one-time payment for all members of the bargaining unit to 2% of their salary as reflected on the 1996-97 salary schedule. This is a one-time payment for the 1996-97 school year only and will not become part of the contract salary or base salary. In order to receive the payment the employee must still be employed as of the date of payment of this lump sum amount. The 2% payment will be computed based on the number of the employee's paid days for the school year 1996-97. By mutual agreement of the Board and the Union the funding for this payment is provided from the health insurance reserve fund. Because this is a one-time payment it is not subject to retirement contribution.

Arlene Belcher; chief negotiator
CTA/CU Association

David Richeson; chief negotiator
School Board of St. Lucie County

Date: 2/24/97

Date: 2/24/97

APPENDIX S

LETTER OF UNDERSTANDING

Paraprofessionals who held 10 month positions for the 1995-96 school year, hold continuing status and who are appointed or transferred to an elementary instructional paraprofessional position will remain 10 month employees.

Elementary instructional paraprofessionals not currently holding continuing status, but who were employed as an elementary instructional paraprofessional as of June 6, 1996, will be subject to the 183 day work year beginning 1997-98.

Elementary instructional paraprofessionals hired after June 6, 1996 will begin on the 183 day work year.

Arlene Belcher, Chief Negotiator
Classroom Teachers Association
Classified Unit

David Richeson, Chief Negotiator
St. Lucie County School District

6/26/96

APPENDIX T

LETTER OF UNDERSTANDING - E-MAIL

In an effort to partially accommodate the Union's desire to use the District's on-site E-mail system for communication of certain types of information to its members, the Board and the Union have agreed to a one-year pilot program. The parties will agree on up to six (6) sites, two (2) elementary, two (2) middle, and two (2) high schools to try the program on a temporary experimental basis. The restrictions and guidelines contained in Article II of the collective bargaining agreement with the CTA (Teacher Unit) in regard to the use of school mailboxes by the Union, shall also apply to the use of Electronic Mail by the CTA/Classified Unit.

This program is limited only to on-site communications, and inter-school electronic mail systems will not be used. The Union has represented that it is not its intent to conduct Union business on the electronic mail system, but to communicate such matters as: notices of upcoming events, scheduling of meetings, update on legislative issues, notices of additional benefits for members, and congratulations to members on campus.

During the negotiations for the 1998-99 school year, the continued and/or expanded use of the school site's E-Mail system by the Union will be automatically open for negotiations.

Lee Belcher; Chief Negotiator
Classified Unit CTA/CU

David Richeson; Chief Negotiator
School Board of St. Lucie County

12/5/97

APPENDIX U

LETTER OF UNDERSTANDING

The School District is currently in an extreme financial condition. Employee salaries, however, remain a priority of the Board. If the Board receives additional funds for the 1998-99 school year, they agree to reassess their position on salary increases and negotiate with the CTA-CU about the amount and method of distribution of such additional increases as per F.S. 447. The amount of additional funds would be offset by any existing deficits in the current year. This consideration for additional increases would extend to all employee groups.

Clara Cook; Chief Negotiator
Classified Unit CTA/CU

Lawrence Clancy; Chief Negotiator
School Board of St. Lucie County

APPENDIX V

LETTER OF UNDERSTANDING

The Board agrees that in addition to any future compensation and language negotiated for the 2001-2002 school year, it will increase the Board provided share of health insurance from 63% to 65% beginning July 1, 2001. (This provision would be enacted under Article XV, A1. - Group Health Insurances)

Clara Cook; chief negotiator
St. Lucie Classified Unit CTA/CU

Lawrence Clancy; chief negotiator
School Board of St. Lucie County

1-12-00

APPENDIX W

LETTER OF UNDERSTANDING

That because of impending deadlines on health insurance premiums, the Board has offered to increase from 60% to 63% its share of health insurance premiums. This would mean that the employees in the budget and lean plans would have to pay no increase in their premiums. Those employees in the rich plan would only have a 10% increase in premiums instead of the pending 20%.

By accepting this, the CTA/CU still has the right to reject other portions of the District's contract proposal.

Based on the above the CTA/CU has accepted the Board's offer to increase effective December 15, 1999 to increase its share of health insurance premiums from 60% to 63%.

Clara Cook; chief negotiator
CTA/CU Unit

Lawrence Clancy; chief negotiator
St. Lucie County School Board

12-6-99

APPENDIX X

**LETTER OF UNDERSTANDING
LOTUS NOTES**

In an effort to partially accommodate the Union's desire to use the District E-mail system for communication of certain types of information, the Board and the Union have agreed to a one-year pilot program. The restrictions and guidelines contained in Article II of the Collective Bargaining Agreement in regard to use of school mail boxes by the union shall also apply to the use of electronic mail by the union. The program is limited to communications between the union and its Faculty Representatives. The Union has represented that it is not its intent to conduct Union business on the electronic mail system, but to communicate such matters as: notices of upcoming events, scheduling of meetings, update on legislative issues, notices of additional benefits for members, and congratulation to members on campus.

Clara Cook; Chief Negotiator
St. Lucie County Classified Unit

Susan Ranew; Chief Negotiator
St. Lucie County School Board

8/1/01

APPENDIX Y
LETTER OF UNDERSTANDING

Employee salaries continue to be a Board priority. If the Board in its discretion determines it has additional funds for the 2001-2002 school year it agrees to reassess its position on salary increases and negotiate with the CTA/CU about the amount and method of distribution on any such additional increases as per FS 447. The amount of additional funds would be offset by any existing deficits in the current year. This consideration would extend to all employee groups.

Clara Cook; Chief Negotiator
St. Lucie County Classified Unit

Susan Ranew; Chief Negotiator
St. Lucie County School Board

8/1/01

APPENDIX Z

LETTER OF UNDERSTANDING

**REGARDING ASSIGNMENT OF BUS PARAPROFESSIONALS
FOR THE 2001-2002 SCHOOL YEAR**

The district has made extensive changes to the bus routes for the upcoming school year. In an attempt to establish a fair method of assignment for the bus paraprofessionals the Union and the Board agree to the following bid process for the 2001-2002 school year only:

1. Transportation Management will post a list of all routes, hours, parking locations and assigned drivers prior to the beginning of the bidding process.
2. After viewing this list, bus paraprofessionals will inform transportation management of their intention to remain with their current driver or bid on a different route.
3. All available routes will be posted and available for review starting at 6:00 P.M. Monday, August 6 through Saturday August 11 at both North and South compounds.
4. The bid meeting will be held on August 16th at 8:00 A.M. at Rivers Edge Elementary. Bidding will be conducted based on the criteria contained in Article XIV, Section G of the current CU contract.
5. A second bid will be conducted during the week of September 24th - 28th for all bus paraprofessionals who voluntarily place their routes up for bid. The criteria referenced in Article XIV, Section G of the current contract will be followed.

Clara Cook; Chief Negotiator
St. Lucie County Classified Unit

Susan Ranew; Chief Negotiator
St. Lucie County School Board

8/1/01

APPENDIX AA

**LETTER OF UNDERSTANDING
NO CHILD LEFT BEHIND ACT**

It is the intention of the parties to follow and comply with the provisions of the No Child Left Behind legislation when applicable. The District shall implement a tuition reimbursement program effective January 1, 2003 to assist eligible paraprofessionals opting to complete an associate degree or its equivalent at Indian River Community College. This program will continue if funds exist through December 2005. It is further understood that this program is only applicable to meet requirements of the NCLB legislation. Should this legislation be repealed or delayed this agreement shall terminate.

Clara Cook; chief negotiator
St. Lucie County Classified Unit

Susan Ranew; chief negotiator
St. Lucie County School Board

12/4/02

APPENDIX BB

LETTER OF UNDERSTANDING
NO CHILD LEFT BEHIND ACT COMMITTEE

Because of the continued impact of the implementation of the No Child Left Behind Act on CU staff, a committee made up of the CTA-CU president or designee, CU members and district staff will meet during the year to interpret and manage the impact of the legislation on job responsibilities.

Clara Cook; chief negotiator
St. Lucie County Classified Unit

Susan Ranew; chief negotiator
St. Lucie County School Board

12/4/02

APPENDIX CC

**LETTER OF UNDERSTANDING
COLLABORATIVE BARGAINING
CONCERNING SALARY AND BENEFITS
July 19, 2004**

The following is a tentative agreement reached between the St. Lucie County School Board and Classroom Teachers Association, Classified Unit, and Communication Workers of America honoring a continued commitment to employees' salaries as a Board priority. The District and CTA, CU, and CWA have no objection putting the following salary and benefits package into effect for the 2004-2005 school year prior to the conclusion of negotiations.

This initial package represents a 2.5% increase in salaries equaling \$2.6 million, and an additional \$.4 million in associated fringe benefits for a total package value of \$3 million for all district employees retroactive to July 1, 2004.

In addition, a joint labor-management committee will meet no later than August 31, 2004 to review financial data and negotiate additional funds for employees' salaries including step increases proposals. Negotiations will resume pursuant to 447 F.S. if the committee agrees additional funds have been found or if any union requests that negotiations resume. This committee will include representatives from the CTA, CU, and CWA, chief negotiators for the Board, and Tim Barger, Assistant Superintendent for Business Services.

To receive retroactive payment, the employee must be eligible and working as of August 15, 2004.

Christine Hill: Chief Negotiator
Classroom Teachers Association

Susan Ranew: Chief Negotiator
St. Lucie County School Board

Vanessa Tillman: Chief Negotiator
St. Lucie County Classified Unit

Susan Ranew: Chief Negotiator
St. Lucie County School Board

Gary McCallister: Chief Negotiator
Communication Workers of America

Kathleen McGinn: Chief Negotiator
St. Lucie County School Board

Richard Poulette: President, Local 3181
CWA Bargaining Unit

APPENDIX DD

LETTER OF UNDERSTANDING COLLABORATIVE BARGAINING CONCERNING SALARY AND BENEFITS OCTOBER 26, 2004

The following is a tentative agreement reached between the St. Lucie County School Board and Classroom Teachers Association, Classroom Teachers Association/Classified Unit and Communication Workers of America which represents a complete salary package for the 2004-2005 school year.

This letter confirms that employee salaries continue to be a Board priority. A joint labor-management committee will continue meeting to review the district's financial data. If this committee determines there are additional funds available to add to the salary schedule or any union requests, negotiations will resume pursuant to 447 F.S. This committee will include representatives from the CTA, CTA/CU, and CWA, chief negotiators for the Board, and Tim Barger, Assistant Superintendent for Business Services.

CTA/CU ARTICLE XV COMPENSATION AND FRINGE BENEFITS

1. Upon agreement by both parties, the Board will provide a salary increase of step plus .74% to all eligible CTA/CU employees retroactive to July 1, 2004. To receive retroactive payment, the employee must be eligible and active as of November 15, 2004.
2. Effective July 20, 2004 the St. Lucie County School Board approved a 2.5% salary increase retroactive to July 1, 2004 to all eligible CTA/CU employees. To receive retroactive pay employees must have been eligible and active as of August 15, 2004.

Vanessa Tillman: Chief Negotiator
CTA/CU

Susan Ranew: Chief Negotiator
SLCSD

APPENDIX EE

LETTER OF UNDERSTANDING CONCERNING HURRICANES CHARLEY, FRANCES AND JEANNE OCTOBER 26, 2004

This Letter of Agreement between the St. Lucie School Board (SLCSB) and The Classroom Teachers Association, Classified Unit (CTA/CU) is to summarize agreement regarding the impact of Hurricanes Charley, Frances and Jeanne on members of the CTA/CU bargaining unit and the SLCSB. The School District of St. Lucie County experienced significant disruption in the operation of school due to Hurricanes Charley, Frances and Jeanne to the point that schools were closed for twenty-one (21) days.

The Board has scheduled 18 make-up days, including:

- ◆ October 15, 2004 a teacher workday
- ◆ November 11, 2004 a holiday for all
- ◆ November 12, 2004 a teacher in-service day
- ◆ November 24 a holiday for all
- ◆ December 20, 2004 a holiday for all
- ◆ December 21, 2004 a holiday for all
- ◆ December 22, 2004 a holiday for all
- ◆ January 3, 2005 a teacher workday
- ◆ February 18, 2005 a teacher in-service day
- ◆ February 1, 2005 a holiday for all
- ◆ March 18, 2005 a teacher workday
- ◆ March 24, 2005 a holiday for all
- ◆ May 26, 2005 a teacher workday
- ◆ May 27, 2005 a non-work day
- ◆ May 31, 2005 a non-work day
- ◆ June 1, 2005 a non-work day
- ◆ June 2, 2005 a non-work day
- ◆ June 3, 2005 a non-work day

The Commissioner of Education has informed the Board that the number of days of instruction that may be waived due to emergencies is limited to three (3) days in any school year.

The Governor of the State of Florida has signed an Executive Order number 04-202 declaring, in part: "E. The requirements of Chapter 447, Florida Statutes, that districts follow the collective bargaining agreements reached with employees under Chapter 447, Florida Statutes, is waived to the extent these requirements hinder the district in dealing with Hurricane Charley and Hurricane Frances' impact. The district shall notify the union in writing to the extent the district has waived requirements of the collective bargaining agreement."

The Board and the CTA recognize that a mutually agreed upon resolution to the disruption caused by Hurricanes Charley, Frances and Jeanne is in the best interest of the parties and there is no intent by either party to permanently impair the collective bargaining agreement nor the collaborative bargaining process.

The Classroom Teacher Association and the St. Lucie County School Board agree to waivers of the current contract as follows:

1. Article VIII D. The length of the work year for 196, 206, 216, and 250-day employees will be waived for the remainder of the 2004-2005 school year.
2. Article VIII E. President's Day will be a workday and not an unpaid holiday.
3. Article VIII B. Schools with damaged cafeterias may not be able to provide for a thirty (30) minute uninterrupted duty free lunch period for staff until cafeterias are opened for students.
4. Per the letter of Agreement with the CWA and the SLCSB regarding advanced pay for make up days, the Board has extended the same provisions to the CTA/CU hourly employees. In addition, CTA/CU hourly employees shall also be required to work the make up days with the same stipulations as outlined in the CWA Agreement (see attached).

This Letter of Understanding shall expire at the end of the 2004-2005 school year. Should the school district again experience unforeseen circumstances during the 2004-2005 school year, the parties agree to revisit the items of this agreement.

Vanessa Tillman: Chief Negotiator
CTA/CU October 26, 2004

Susan Ranew: Chief Negotiator
SLCSB/October 26, 2004

APPENDIX FF

**LETTER OF UNDERSTANDING
COLLABORATIVE BARGAINING
AMMENDING THE 2004-2005 COMPENSATION
PACKAGE**

The following is a tentative agreement reached between the St. Lucie County School Board and the Classroom Teachers Association, Classroom Teachers Association Classified Unit, and the Communication Workers of America honoring a continued commitment to employees' salaries as a Board Priority.

In an effort to increase the district's capacity to recruit and retain the best and brightest all current St. Lucie Count School District employees holding up to 5 years applicable experience for which they are not receiving credit on the salary schedule will be granted their experience effective July 1, 2004. Granting of up to an additional five years experience will not expand the existing salary schedules in any way.

The Personnel Office will review existing verified experience of all current employees for additional credit on the salary schedule. Experience must be evaluated and deemed appropriate according to St. Lucie County School District policies and procedures. Employees will be notified via payroll action forms of the change that has been made to their salary slot. Once the Personnel Office has completed reviewing personnel files for additional experience a notice will be sent to all employees asking them to contact the Personnel Office if they have any credit that may not have been verified.

The district's goal for recruitment is to remove the limit for the number of year's experience all employees are allowed to bring into the district for salary purposes.

This agreement represents acceptance of an addition to the 2004-2005 compensation package by the Board, CTA, CTA/CU, and CWA units.

Christine Hill: Chief Negotiator
Classroom Teachers Association

Susan Ranew: Chief Negotiator
St. Lucie County School Board

Vanessa Tillman: Chief Negotiator
St. Lucie County Classified Unit

Kathleen McGinn: Chief Negotiator
St. Lucie County School Board

Gary McCallister: Chief Negotiator
Communication Workers of America
March 3, 2005

Richard Poulette:
President, Local 3181
CWA Bargaining Unit

APPENDIX GG

Letter of Understanding Fingerprinting of Employees March 2005

Senate Bill 2986 requires instructional and non-instructional personnel who are hired or contracted to fill positions in school districts requiring direct contact with students or engaged to provide services by a school district or university lab school to undergo background screening pursuant to s. 1012.56 or 1012.465.

This bill also requires the Florida Department of Law Enforcement beginning July 1, 2004 to retain fingerprints submitted by school districts beginning December 14, 2004. FDLE will search all arrest fingerprint cards against the fingerprints retained in the statewide identification system for those fingerprinted per statute. Any arrest will be reported to the employing district and handled in accordance with district policy and procedure.

Due to the cost that would be incurred to employees the fingerprinting and/or criminal background check of any current employee shall be provided to the employee at Board expense. All employees will comply with this provision of Florida Statute and failure to comply will be interpreted as insubordination and handled in accordance with district policy and procedure.

The parties agree to monitor the cost of implementation and continue discussions regarding the implementation of Senate Bill 2986.

Vanessa Tillman, President, CTA, CTA/CU

Kathy McGinn, Chief Negotiator
St. Lucie County School District

Rick Poulette, President, CWA, Local 3181

Susan Ranew, Chief Negotiator
St. Lucie County School District

Gary McCallister, Chief Negotiator
CWA, Local 3181

March 3, 2005

APPENDIX HH

LETTER OF UNDERSTANDING COLLABORATIVE BARGAINING

PAYROLL CALENDAR 183 DAY EMPLOYEES FOR 2005-2006 SCHOOL YEAR

In response to concerns raised by members of both the Communication Workers of America and the Classroom Teachers' Association/Clerical Unit bargaining units, the CTA/CU, CWA, and Board have reviewed payroll calendar options for 183 day employees. As a result of this review, a 20 pay check calendar has been identified for all 183 day employees for implementation for the 2005-2006 school year, to begin on July 1, 2005. All other agreements pertaining to hourly wages, work days, or work hours per day will remain unchanged and are not affected by this Letter of Understanding.

Vanessa Tillman: Chief Negotiator
St. Lucie County Classified Unit

Susan Ranew: Chief Negotiator
St. Lucie County School Board

Gary McCallister: Chief Negotiator

Kathy McGinn: Chief Negotiator

Communication Workers of America

St. Lucie County School Board

Martha Vickers: Vice President
Local 3181
CWA Bargaining Unit

Richard Poulette: President
Local 3181
CWA Bargaining Unit

June 26, 2005

APPENDIX II

LETTER OF UNDERSTANDING COLLABORATIVE BARGAINING AMMENDING THE 2005-2006 COMPENSATION PACKAGE

The following is a tentative agreement reached between the St. Lucie County School Board and the Classroom Teachers Association, Classroom Teachers Association Classified Unit, and the Communication Workers of America honoring a continued commitment to employees' salaries as a Board Priority.

In an effort to increase the district's capacity to recruit and retain the best and brightest all current St. Lucie Count School District employees holding experience for which they are not receiving credit on the salary schedule will be granted their experience effective July 1, 2005. Granting of up to an additional years experience will not expand the existing salary schedules in any way.

The Personnel Office will review verified experience of all current employees for additional credit on the salary schedule. Experience must be evaluated and deemed appropriate according to St. Lucie County School District policies and procedures.

This agreement represents acceptance of an addition to the 2004-2005 compensation package by the Board, CTA, CTA/CU, and CWA units.

Christine Hill: Chief Negotiator
Classroom Teachers Association

Susan Ranew: Chief Negotiator
St. Lucie County School Board

Vanessa Tillman: Chief Negotiator
St. Lucie County Classified Unit

Kathleen McGinn: Chief Negotiator
St. Lucie County School Board

Gary McCallister: Chief Negotiator
Communication Workers of America

Richard Poulette:
President, Local 3181
CWA Bargaining Unit

November 10, 2005

APPENDIX JJ

LETTER OF UNDERSTANDING CONCERNING 2005 HURRICANE SEASON NOVEMBER 10, 2005

This Letter of Agreement between the St. Lucie County School Board (SLCSB) and the Classroom Teachers Association/Classified Units (CTA/CU) is to summarize agreement regarding the impact of the 2005 hurricane season on members of the CTA/CU bargaining unit and the SLCSB. The School District of St. Lucie County experienced significant disruption in the operation of school due to the 2005 hurricane season to the point that schools were closed for six (6) days and students lost 36 hours of instructional time.

As a result of information provided by the Department of Education, the district met with the CTA/CU to find a solution that supports student learning and responds to the needs of the school community. A request has been submitted to the Department of Education that includes making up twenty (20) of the thirty-six (36) missed instructional hours from this year's hurricane season. In addition, the request includes waiving of the sixteen (16) remaining hours of instructional time missed.

The twenty (20) hours will be made up as follows:

- Extending 7 early release days to full instructional days 14 hours
- Extending the student year one day to include May 26, 2006 6 hours
- The last day for 10 month employees will be May 31, 2006

Legislative and statutory parameters related to summer school and pre-k services require any revisions to the student calendar be completed prior to May 29, 2006 (Memorial Day). This revision to the early release calendar is for the remainder of the 2005-2006 school year only. Collaborative bargaining will continue regarding other issues of concern including the Early Release Subcommittee.

The State of Florida has signed Executive Order number 05-219 declaring, in paragraph 5, "The requirements of Chapter 447, Florida Statutes, that districts follow the collective bargaining agreements reached with employees under Chapter 447, Florida Statutes, are waived to the extent these requirements hinder the district in dealing with Hurricane Wilma's impact. The district shall notify the union in writing to the extent the district has waived requirements of the collective bargaining agreement.

The Board and the CTA recognize that a mutually agreed upon resolution to the disruption caused by the 2005 hurricane season is in the best interest of the parties and there is not intent by either party to permanently impair the collective bargaining agreement nor the collaborative bargaining process.

The Classroom Teacher Association and the St. Lucie County School Board agree to waivers of the current contract as follows:

1. Article V A. The length of the work year for 196, 206, 216, and 250-day employees will be waived for the remainder of the 2004 - 2005 school year.
2. Article V Y. In order to insure the recovery of 14 instructional hours, 7 identified early release days will become full instructional days for the 2005 - 2006 school year.
3. The Pay for Performance application deadline will be adjusted and notification of new timeline will be mutually agreed on by both parties.

This Letter of Understanding shall expire at the end of the 2005 - 2006 school year. Should the school district again experience unforeseen circumstances during the 2005-2006 school year, the parties agree to revisit the items of this agreement

Vanessa Tillman: CTA/CU President
November 29, 2005

Susan Ranew: Chief Negotiator
November 29, 2006

APPENDIX KK

**LETTER OF UNDERSTANDING
COLLABORATIVE BARGAINING
CONCERNING SALARY AND BENEFITS
APRIL 25, 2006**

The following is a tentative agreement reached between the St. Lucie County School Board and Classroom Teachers Association, the CTA Classified Unit and the Communication Workers of America honoring a continued commitment to employees' salaries as a Board priority. The District and CTA, CTA/CU, and CWA have no objection putting the following salary and benefits package into effect for the 2006-2007 school year prior to the conclusions of negotiations. This agreement is subject to School Board Approval.

In addition, as we continue to work collaboratively the compensation subcommittee will continue to meet on a regular basis to review financial data and negotiate additional funds for employee's salaries. Negotiations will resume pursuant to 447 F. S. if the committee agrees additional funds have been found or if any union requests that negotiations resume. This committee will include representatives from the CTA, CTA/CU, CWA, chief negotiators for the Board and the Assistant Superintendent for Business Services.

Vanessa Tillman: President
Classroom Teachers Association

Susan Ranew: Chief Negotiator
St. Lucie County School District

Gary McCallister: Chief Negotiator
Communication Workers of America

Kathy McGinn: Chief Negotiator
St. Lucie County School District

Richard Poulette: President, Local 3181
CWA Bargaining Unit

Martha Vickers: Executive Vice President
Local 3181, CWA Bargaining Unit

APPENDIX LL

LETTER OF UNDERSTANDING COLLABORATIVE BARGAINING April 20, 2007

PAYROLL CALENDAR 183 DAY EMPLOYEES FOR 2007-2008 SCHOOL YEAR

In response to concerns raised by members of both the Communication Workers of America and the Classroom Teachers' Association/Clerical Unit bargaining units, the CTA/CU, CWA, and Board have reviewed payroll calendar options for 183 day employees. As a result of this review, a 21 pay check calendar has been identified for all 183 day employees for implementation for the 2007-2008 school year, to begin on July 1, 2007. All other agreements pertaining to hourly wages, work days, or work hours per day will remain unchanged and are not affected by this Letter of Understanding.

Agenda (Addendum) Item # _____

SCHOOL BOARD MEETING OF
January 29, 2008

SUBJECT (OR TITLE): CTA-CU Bargaining Unit Contract Approval and Ratification

BRIEF DISCUSSION (OR SUMMARY):

Please approve the attached Classroom Teachers Association-Classified Unit (CTA-CU) Contract Language for the 2007-2008 school year as agreed to during the collaborative bargaining process and ratified by the local bargaining unit.

A copy of the Summary of Language is included for review.

AUTHORITY FOR ACTION:

F.S. 1001.51(7), 1012.32, 1012.33, 1012.22

ECONOMIC IMPACT: Varied

FUNDING SOURCE: General

RECOMMENDATION: Approve as recommended by Superintendent

Proposed/approved

by: _____ Date: _____
Department/Division Head

Approved administratively and for the agenda by:

_____ Date: _____
Superintendent/Designee

Approved as to form (as required): _____
School Board Attorney/Designee

Attachments: CTA-CU Contract, Ratification Letter

Revised 01/94