



# THE SEAGULL POSTSCRIPT

The Official Newsletter of the Collier County Association of  
Educational Office and Classroom Assistant Personnel (CCAEOCAP)



Affiliated with the Florida Education Association/NEA/AFT

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## WHAT IS REASONABLE?

Much discussion has been had about accommodations during a pandemic. The ADA defines reasonable accommodations as any change to the way a job is done, or the work environment that allows a person with a disability who is qualified for the job to perform the essential functions of that job. Being afraid of catching COVID-19 is not a reason for an accommodation. The ADA defines a person with a disability as a person who has a physical or mental impairment that substantially limits one or more major life activity. This includes people who have a record of such an impairment, even if they do not currently have a disability. It also includes individuals who do not have a disability but are regarded as having a disability. The ADA also makes it unlawful to discriminate against a person based on that person's association with a person with a disability. There are times an employer can say no to a request. If it causes the district "undue hardship", they can say no. Basically, that is when the requested change would be too expensive or difficult to make or even change the nature of the business.

Here are some questions to use if you feel you need to make a request to the district:

1. Do you feel you are entitled to a reasonable accommodation (defined as a change in the work environment that allows an individual with a disability to have an equal opportunity to do the job and perform the job's essential functions)?
2. You must state what aspect of the job you are entitled to accommodations (application, performance, or benefits)?
3. Were you informed by a doctor to make a reasonable request?
4. Do you have documentation regarding the disability?
5. Are you ready to make a specific request?
6. How will the requested accommodation assist you in being able to complete the essential functions of your job?
7. Is there potential undue hardship for the district (difficulty or expense) that may be caused should your request be granted?
8. Are you at higher risk of becoming infected with COVID-19?
9. Here is a link to a sample letter to use: <https://howtogeton.wordpress.com/50621-2/>

## CONTRACT RATIFIED!

CCAEOCAP concluded negotiations with the district on September 18<sup>th</sup>. Your team was able to secure two full steps for everyone (\$1.00/hr)! Your leadership sprang into action immediately after the final meeting with the district. Ballots were made, rosters were created, and with the help of our building reps throughout the district, materials were delivered to the schools.

Within two weeks, voting took place at every worksite and the proposed salary agreement and memorandum of understanding were passed by an overwhelming majority. 77% of our bargaining unit members voted and passed our salary agreement UNANIMOUSLY with a vote of 723 – 0 and the MOA with a vote of 704-3! On Tuesday the CCPS School Board voted to accept the negotiations package and made the process official. Retroactive checks will be issued with the November 13<sup>th</sup> check.

CCAEOCAP Leadership wishes to thank all the building reps and members who held voting in their schools. We couldn't have done it without you!

Please thank your bargaining team for their hard work and dedication to their colleagues!

**Connie Steed, PME**  
**Maureen Hughes, CMS**  
**Gina Ricci-Lopez, GGH**  
**Crystal Francis, NPE**  
**Kelly MacDonald, PES**

## KNOW YOUR CONTRACT: RIF

This section of the contract deals with what happens if layoffs or furloughs need to take place.

Section 6.01 In the event it is necessary to have a reduction in force ("RIF") the SUPERINTENDENT, in accordance with the provisions set forth in this article, shall determine which EMPLOYEES are to be retained. In the event of a RIF, the order of reduction shall be as follows:

- (a) Probationary EMPLOYEES shall be RIF'd. The probationary period shall be six (6) months for any position held.
- (b) Non-probationary EMPLOYEES shall be RIF'd after all probationary EMPLOYEES have been RIF'd. EMPLOYEES shall be RIF'd by using the criteria below:

*(Cont. on Pag. 2)*

(Cont. from Pag. 1)

(i) EMPLOYEES shall be RIF'd by job title (referenced on salary schedule in Appendix A) within the same classification (referenced in Article 1.02).

(ii) Seniority: While seniority will be used during a RIF, there will be situations where the needs of the students come first.

1) BOARD seniority shall be defined as the total length of continuous service with the School Board of Collier County within this bargaining unit. Seniority shall be district wide.

a) Approved leaves and RIFs of one year or less shall not be considered an interruption of continuous service.

2) In the event that two or more EMPLOYEES are, in the judgment of the SUPERINTENDENT, equal on the basis of the needs of the school system, performance evaluations and training, then the least senior EMPLOYEE shall be RIF'd first.

### 2020 Election Information

- The deadline to request a ballot by mail must be received by Saturday, October 24th.
- Early voting runs from Saturday, Oct. 24th-Saturday, Oct. 31st
- Election Day: Tuesday, November 3rd

**Supervisor of Elections:** <https://www.colliervotes.com/>

**Sparker's Soapbox:** <https://www.sparkers-soapbox.com/>

The Seagull Postscript is the official publication of the Collier County Association of Educational Office and Classroom Assistant Personnel located at 6710 Lone Oak Blvd., Naples, FL 34109.

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### OCAP MONTHLY MEETING SCHEDULE

<b>November 12</b>	<b>March 11</b>
<b>January 14</b>	<b>April 8</b>
<b>February 11</b>	<b>May 13</b>

### Get \$50 For Each \*New Member You Recruit

(\* Not previously enrolled in OCAP)

## Collier County Association of Educational Office & Classroom Assistant Personnel (CCAEOCAP)

### MEMBERSHIP ENROLLMENT FORM

\_\_\_\_\_

Last Name

First Name

Middle Initial

\_\_\_\_\_

Mailing Address

City

State

Zip Code

\_\_\_\_\_

Phone

Original Hire Date

Home E-Mail Address: \_\_\_\_\_

Employee ID: \_\_\_\_\_

School Worksite: \_\_\_\_\_

Payment Plan:

\_\_\_\_ Cash [Check # \_\_\_\_\_ ]

\_\_\_\_ Payroll Deduction

FOR OFFICE USE ONLY

DB: \_\_\_\_\_

CCPS: \_\_\_\_\_

RB: \_\_\_\_\_

I hereby authorize the District School Board of Collier County, according to arrangements agreed upon with the CCAEOCAP, to deduct from my salary and transmit to said Association such dues as annually certified by said Association. I hereby waive all rights and claims to said monies so deducted, except as noted below, in accordance with this authorization and relieve the School Board and all its officers from any liability therefor. This authorization shall remain in full force and effect for all purposes while I am employed by this school district or until revoked by me upon thirty (30) days advance written notice to the School Board's Business Office and said Association. The annual dues payments earmarked for the Collier County Education Association may be deductible as a miscellaneous deduction for federal income tax purposes.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Recruiter's Name \_\_\_\_\_

Date \_\_\_\_\_