

A G R E E M E N T

Between

The School Board of Lake County

and

**The Service Employees International Union
FPSU**

Blue and White Collar Employee Unit No. 1131

and

Blue and White Collar Supervisory Employee Unit No. 1132

2013 – 2014

Second Year of a Three Year Contract

2013 - 2015

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ARTICLE 1 RECOGNITION

1 Section 1 – Bargaining Unit Definition.

- 2 A. The School Board of Lake County, Florida, hereinafter called the “Board,”
3 recognizes the Service Employees International Union, FPSU, Florida Public
4 Service Union, hereinafter called the “Union,” as the exclusive bargaining
5 representative for all non-instructional personnel in the school district known and
6 designated as the School District of Lake County, Florida. In this Agreement, the
7 non-instructional personnel shall be defined as those employees included in the
8 unit as certified by the Public Employees Relations Commission (PERC) on April
9 3, 1996 (Case No. RC 95-058 and Case No. RC 95-059).
- 10 B. The Union recognizes the Board as the duly constituted legislative body
11 and agrees to bargain collectively only with the chief executive officer of the
12 Board or his designee.
- 13 C. For the duration of this Agreement, and for so long as the titles and/or
14 functions shall exist, the Board recognizes the Union as the exclusive bargaining
15 agent for non-instructional personnel who are on or who have been on contract
16 to the Board during the duration of this Agreement in those positions, as
17 determined by the Public Employees Relations Commission, listed below:

18
19 **BLUE AND WHITE COLLAR EMPLOYEES**
20 **Case No. RC-95-058**
21 **PERC Certification No. 1131**

22 **JOB CLASSIFICATIONS AND PAY GRADES**
23

24 <u>Clerical Job Classifications</u>	<u>Pay Grades</u>
25 Assistant Purchasing Agent	C11
26 Certified Assistant Purchasing Agent	C12
27 Clerical Assistant I	C02
28 Clerical Assistant II	C05
29 Compliance Specialist –Title Services	C15
30 Computer Laboratory Assistant	C06
31 Campus Monitor	C03
32 Computer Operator	C08
33 Computer Support Specialist	CCP1
34 Data Entry Operator	C07
35 Duplicator Equipment Operator	C02
36 Duplicator Technician	C06
37 Exceptional Student Education Clerical Assistant II	C05
38 Family School Liaison	C05

39	HR Specialist	C09
40	IS Quality Assurance Analyst	C15
41	Pre-K/ Liaison	C09
42	Printer	C10
43	Programmatic Technical Analyst	CCP1
44	Programmer Analyst	CCP200
45	Records Specialist	C08
46	School Secretary	C08
47	Secretary I	C06
48	Secretary II	C08
49	Senior Programmer Analyst	CCP300
50	Systems Support Specialist	C18
51	System User Specialist	C08
52	Telephonic Operator	C08
53	<u>Custodial Job Classifications</u>	
54	Custodian	C02
55	Head Custodian I	C07
56	Head Custodian II	C08
57	<u>Food Service Job Classifications</u>	
58	Food Service Assistant	C05
59	Food Service Assistant Manger	C07
60	Food Service Intern Manager	C13
61	Food Service Manager I	C14
62	Food Service Manager II	C15
63	Food Service Manager III	C16
64	Food Service Office Manager/Trainer	C16
65	<u>Maintenance/Skilled Trades Job Classifications</u>	
66	Air Conditioning/Refrigeration Mechanic	C13
67	Appliance Mechanic - Food Service	C11
68	Apprentice A/C - Refrigeration Mechanic	C08
69	Apprentice Electrician	C08
70	Apprentice Electronic	C08
71	Audio-Visual Technician	C10
72	Boiler Mechanic	C13
73	Building Automation Technician	C15
74	Cabinetmaker	C11
75	Carpenter	C10
76	Electrician	C13
77	Electronics Technician	C13
78	Flooring Installer/Repairman	C10
79	Grounds Manager	C13
80	Grounds Worker II	C06
81	Grounds Worker III	C08

82	Grounds Worker IV	C10
83	Grounds Worker V	C11
84	Inspector and Service Technician	C11
85	Irrigation Technician	C10
86	Inventory Assistant	C08
87	Lead Maintenance Mechanic	C16
88	Lead Worker/Master Diesel Mechanic	C12
89	Locksmith	C10
90	Maintenance Mechanic	C11
91	Maintenance Worker I	C04
92	Maintenance Worker III	C07
93	Manager, Fiscal Services – Construction	C13
94	Master Paint & Body Technician	C12
95	Mechanic	C11
96	Apprentice Mechanic	C06
97	Paint & Body Technician	C11
98	Painter	C08
99	Parts Employee	C07
100	Parts Manager	C11
101	PC Network Administrator	CCP400
102	PC Repair Technician	C12
103	PC Software Technician	CCP100
104	Plasterer - Mason	C10
105	Plumber	C12
106	Property Control Specialist	C11
107	Property Control Assistant	C08
108	Roofer	C10
109	Upholsterer/Glass Technician	C06
110	Water/Wastewater Operator - Technician	C11
111	<u>Teacher Assistant Job Classifications</u>	
112	Industrial Assistant	C09
113	Teacher Assistant, HQ	HQTA
114	Mentor Advocate	C08
115	TSIC Mentor Advocate	C08
116	<u>Transportation Job Classifications</u>	
117	Bus Assistant I	C02
118	Bus Assistant II	C03
119	Bus Driver	C08
120	Driver/Trainer	C09
121	Lead Driver/Liaison	C09
122	Relief Bus Driver	SSB00
123	School Bus Video System Technician	C12

124 **JOB CLASSIFICATIONS AND PAY GRADES**

125	<u>Job Classifications</u>	<u>Pay Grades</u>
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126	Grounds Worker VI/Grounds Worker VI (CDL)	C12
127	Head Electrician	C16
128	Head Electronics Technician	C16
129	Head Garage Mechanic	C12
130	Head AC Mechanic	C16
131	Foreman, Facilities	C17
132	Paint Crew Leader	C10
133	Plant Operations Manager	C13

134 **BLUE AND WHITE COLLAR SUPERVISORY EMPLOYEES**

135 **CASE No. RC-95-059**

136 **PERC Certification No. 1132**

137	Service Manager	C15
138	Sr. ELC Site Coordinator	C13

139 **Section 2 – Modified or New Jobs.**

140 Classifications of and amendments to the bargaining unit as defined above shall
141 be by mutual consent of the Board and the Union or, in case of a dispute, by
142 determination of the Florida Public Employees Relations Commission.

143 **Section 3 – Agreement to Negotiate.**

144 The ratified Agreement shall be the document that governs wages, hours and
145 terms and conditions of employment for employees in the bargaining unit. To
146 the extent that provisions of any handbook, rulebook, manual or administrative
147 directive conflict with the provisions of this Agreement, this Agreement shall
148 prevail.

ARTICLE 2 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the designated meanings:

- 149 **ADMINISTRATIVE DIRECTIVE** - An order from the Superintendent's office.
- 150 **ADMINISTRATIVE UNIT** – An operational unit within the school district.
151 Included in this definition are all departments, cost centers and schools.
- 152 **AGREEMENT** - The document that delineates the wages, hours, terms and
153 conditions of employment that were mutually agreed to as the result of collective
154 bargaining.
- 155 **BARGAINING UNIT** – That group of employees determined by the employer and
156 SEIU, Local 8, and approved by PERC to be appropriate for the purpose of
157 collective bargaining. In this Agreement, the non-instructional personnel
158 included in the unit as certified by the Public Employees Relations Commission
159 (PERC) on April 3, 1996 (Case No. RC-95-058 and RC-95-059).
- 160 **BOARD** - The School Board of Lake County, Florida, the duly elected board
161 under Florida Statutes, Chapter 230.03(2) that has the responsibility for the
162 organization and control of the public schools of Lake County and its designated
163 representatives.
- 164 **BUMP** - Replace an employee with less seniority.
- 165 **CERTIFICATION** - The designation by PERC of an employee organization as
166 the exclusive representative of the employees in an appropriate bargaining unit.
- 167 **CLASSIFIED SALARY SCHEDULE** - The salary schedule developed as the
168 result of negotiations and applicable to all employees included in the bargaining
169 unit.
- 170 **COLLECTIVE BARGAINING** -The performance of the mutual obligations of the
171 public employer and the bargaining agent of the employee organization to meet
172 at reasonable times, to negotiate in good faith, and to execute a written contract
173 with respect to agreements reached concerning the determination of wages,
174 hours of work, and terms and conditions of employment.
- 175 **COMPENSATORY TIME** - Time off in lieu of overtime compensation. Time off
176 will be given at one and one half time for any hours worked over forty (40) hours
177 in a workweek.
- 178 **DEPARTMENT** - An operational unit within the school district.

179 **DISTRICT** - The School District of Lake County, Florida.

180 **DRUG TESTS** - Drug and/or alcohol screening is a unique process conducted
181 under certain circumstances and by the protocol enumerated in the Drug-Free
182 Work Place Policy and in Article 10 of this Agreement.

183 **EMERGENCY** - An unexpected serious occurrence or situation urgently requiring
184 prompt action.

185 **EMPLOYEE ASSISTANCE PROGRAM** – The program provided by the
186 Employee Health Care Program that provides a variety of counseling and
187 informational services for mental health problems not normally covered under the
188 mental health provisions of the Group Health Plan such as stress, weight loss,
189 financial issues, family problems and smoking cessation; chemical dependency,
190 alcoholism and drug abuse; depression and other medical concerns such as
191 health screening, rehabilitation and physical handicap.

192 **EMPLOYEE** - A person employed in a job classification covered under this
193 Agreement or employed in a job classification that the parties mutually agree to
194 add.

195 **ESTABLISHED PRACTICE** - A practice that has gained general acceptance
196 through its use over time.

197 **EXCLUSIVE BARGAINING AGENT** - The Service Employees International
198 Union, Local 8, recognized by the public employer and certified by the Public
199 Employees Relations Commission (PERC) as the designated or selected agent
200 by a majority of public employees as their exclusive representative for purposes
201 of collective bargaining, hereinafter referred to as the Union.

202 **FISCAL YEAR** - July 1 of one year through June 30 of the following year.

203 **GRIEVANCE** - An allegation that there has been a misapplication or
204 misinterpretation of any of the provisions of this Agreement. It is understood that
205 an allegation does not become a grievance until written and submitted at Step
206 Two in the Grievance Procedure.

207 **GRIEVANCE ADMINISTRATOR** - A school principal or department head as
208 designated on the School Board approved organizational chart.

209 **GRIEVANT** - An individual employee, several employees or the Union itself.

210 **IMMEDIATE SUPERVISOR** - The administrative officer immediately superior to
211 the employee.

212 **JOB CLASSIFICATION** - The grade or classification in which the employee is
213 currently assigned.

214 **JOINT COMMITTEES** - Committees comprised of persons selected by the Union
215 and the Board with an equal number of members appointed by each party.
216

217 **LAKE COUNTY SCHOOLS** - All public schools now existing or established in
218 the future and lie wholly within the legally established boundaries of the County
219 of Lake.

220 **LAY-OFF** - A reduction in force in an administrative unit.

221 **LEAVE OF ABSENCE** - Permission granted by the School Board or by District
222 policies for an employee to be absent from duty for a specified period of time
223 with the right to return to employment upon the expiration of leave.

224 **NON-EMPLOYEE UNION REPRESENTATIVES** - Representatives of the Union
225 who are not employed by the School Board who conduct business on behalf of
226 SEIU.

227 **OVERTIME** - When employees are directed to work hours in excess of forty (40)
228 hours during the workweek.

229 **PERC** - The Public Employees Relations Commission created by Section
230 447.003, Florida Statutes.

231 **POLICIES** - Rules established by the Board under authority of state law.

232 **PROMOTION** - The movement of an employee from one job classification to
233 another job classification that carries a higher pay grade.

234 **RECALL** - Called back to work from lay-off.

235 **RULES, GUIDELINES, STANDARD OPERATING PROCEDURES** - Established
236 by the administration, under authority granted by state law and the School Board,
237 to facilitate the operation of the School District.

238 **SCHOOL BOARD** - The School Board of Lake County, Florida, the duly elected
239 board established under Section 230.03(2), Florida Statutes, that has the
240 responsibility for the organization and control of the School District of Lake
241 County, Florida, hereinafter called the "Board" and its designated
242 representatives.

243 **SCHOOL DISTRICT** - The School District of Lake County, Florida.

244 **SCHOOL YEAR** – As published by the School Board after consultation with the
245 Union.

246 **SENIORITY** - The length of continuous service in any job in the school district.

247 **CHIEF STEWARD or STEWARD** - An employee appointed by the Union as the
 248 first-line Union representative at the work site.

249 **STATE REGULATIONS** - That body of regulations adopted by the Department
 250 of Education of the State of Florida to clarify and implement state statutes
 251 relating to education in the state of Florida.

252 **STRIKE** - The concerted failure to report for duty; the concerted absence of
 253 employees from their assigned positions; the concerted stoppage of work; the
 254 concerted submission of resignations; the concerted abstinence in whole or in
 255 part by any group of employees from the full and faithful performance of the
 256 duties of employment with a public employer, for the purpose of inducing,
 257 influencing, condoning, or coercing a change in the terms and conditions of
 258 employment, or the rights, privileges, or obligations of public employment, or
 259 participating in a deliberate and concerted course of conduct that adversely
 260 affects the services of the public employer the concerted failure to report for work
 261 after the expiration of a collective bargaining agreement; and picketing in
 262 furtherance of a work stoppage.

263 **SUPERINTENDENT'S DESIGNEE** - Any non-bargaining unit employee selected
 264 by the Superintendent and assigned to complete a specific task on the
 265 Superintendent's behalf.

266 **SUPERINTENDENT** - The secretary and executive officer of the School Board of
 267 Lake County, Florida, who is responsible for the administration of the schools
 268 and for supervision of instruction in the Lake County Schools.

269 **TRANSFER** - A change from one work location to another while working at the
 270 same job title, or as a lateral move from one job title to another having the same
 271 pay grade.

272 **UNION** - Service Employees International Union, Local 362, AFL-CIO, CLC.

273 **UNION PRESIDENT** - The duly elected President of SEIU, FPSU, Florida Public
 274 Service Union.

275 **UNION REPRESENTATIVE** - Chief stewards, Union officers, Union staff, Union-
 276 appointed members to joint labor-management committees and all others
 277 appointed by the Union to represent the interests of the employees in the
 278 bargaining unit.

279 **VACANCY** - A newly created bargaining unit position or a position that has been
 280 vacated by an employee, provided the position has not been eliminated.

281 **WORKDAY** - The total number of hours an employee is expected to be present
 282 and performing assigned duties.

283 **WORKING HOURS** - Those hours specified when employees are expected to be
284 present and performing assigned duties. This includes any break period.

285

286 **WORK SITE** - The center to which an employee of the School District of Lake
287 County is assigned and from which employees are assigned to receive
288 administrative services (for example, paycheck, sick leave records).

289 **WORKWEEK** - A workweek consists of seven consecutive 24-hour periods
290 designated by the employer. The designated workweek for the Lake County
291 School System begins on Monday at 12:01 a.m. and ends on Sunday at
292 12:00 midnight.

ARTICLE 3 NEGOTIATIONS

293 Section 1 – Collective Bargaining.

294 The Union and the Board shall negotiate an Agreement including the
295 determination of wages, hours, terms and conditions of employment. The
296 Agreement so bargained shall be reduced to writing and signed by
297 representatives of the Union and the Board.

298 Section 2 – Authority of Representatives.

299 The representatives selected by each party shall have power and authority to
300 bargain, to present data, to exchange points of view, and to make and accept
301 proposals and counterproposals, to sign tentative agreements, and, to
302 recommend acceptance of agreements.

303 Section 3 – Information.

304 The Union and the Board agree to provide each other with information
305 reasonably pertinent to negotiations, without charge, during bargaining sessions.
306 The Union and the Board agree that no more than ten (10) copies of proposals
307 and other work artifacts will be provided by each team during negotiations. The
308 parties agree that only one (1) copy of any document that exceeds twenty (20)
309 pages will be exchanged during negotiations. Each party will assume the cost of
310 duplicating any additional copies for its team members.

311 Section 4 – Ground Rules.

312 A. Neither party shall have any control over the selection of the bargaining
313 representatives of the other party. Each party shall furnish to the other a list of
314 the names of bargaining team members at least seven (7) calendar days prior to
315 the first bargaining session. Each party shall bear the cost of its own
316 consultants, if any.

317 B. Each team shall designate a chief spokesperson who shall be the primary
318 spokesperson for his team during negotiations. All members of the bargaining
319 teams shall be permitted to speak at the bargaining table as needed. Each
320 bargaining team may have consultants present at the bargaining sessions, who
321 shall also be permitted to speak at the bargaining table.

322 C. Bargaining teams will negotiate in open sessions. The Board shall
323 provide meeting space for all negotiation sessions. Either bargaining team may
324 ask for a recess or caucus. The time and agenda for the next session will be
325 established mutually at the end of each session.

326 D. The ground rules listed in this Article may be changed at any time by
327 mutual consent of both teams.

328 E. Bargaining and mediation sessions shall normally begin after 5:00 p.m.
329 unless another time is mutually agreed upon, taking account of employees' and
330 management's work schedules.

331 F. All proposals and counterproposals shall ultimately be in writing, with an
332 indication on them of the date and time the proposal is given to the other
333 bargaining team. Proposals and counter-proposals may be given verbally on
334 subjects in order to expedite negotiations; however, all agreements will be
335 reduced to writing.

336 G. All tentative agreements shall be signed by the chief spokesperson for
337 each team.

338 **Section 5 – Ratification/Rejection.**

339 A. Union Ratification - The Union agrees that upon completion of
340 negotiations for a contract or any amendments or modifications thereto, the
341 tentative agreement reached by the respective negotiators shall be submitted for
342 a ratification vote to the bargaining unit within twenty (20) calendar days.
343 However, if negotiations are completed during a time when the majority of the
344 bargaining unit is not actively on the job, the ratification process shall be
345 postponed until a date no later than twenty (20) calendar days after the first date
346 that the majority of the bargaining unit is again actively on the job. The Union's
347 ratification vote will be conducted prior to the ratification vote of the School
348 Board.

349 B. Board Ratification - The Board agrees that upon completion of
350 negotiations for a contract or any amendments or modifications thereto, the
351 tentative agreement shall be placed on the agenda for a ratification vote within
352 twenty (20) calendar days. Board meetings concerning ratification of a tentative
353 agreement or consideration of a special master award shall also normally be
354 scheduled to begin after 5:00 p.m., unless extraordinary circumstances require
355 that the meeting begin at an earlier time. Should a Board meeting concerning
356 ratification of a tentative agreement or concerning consideration of a special
357 master award be held during the regular workday, up to ten (10) representatives
358 of the Union who are assigned to work shall have the right to attend such a
359 meeting without loss of pay.

360 C. Resumption of Negotiations - If either party should fail to ratify the
361 tentative agreement, that party shall notify the other within five (5) calendar days,
362 shall inform the other party to the extent possible of the reasons for rejection and
363 shall confer with the other party to arrange a date, time and place to resume
364 negotiations promptly.

ARTICLE 4 SCOPE OF AGREEMENT

365 Section 1 – Savings Clause.

366 If any provision of this Agreement is held to be illegal, legally invalid, or
367 unenforceable by a court of competent jurisdiction, or by the decision of any
368 authorized governmental agency, then that provision shall be deleted from this
369 Agreement to the extent that it violates the law. The remaining provisions of this
370 Agreement shall remain in full force and effect for the duration of this Agreement
371 to the extent they may be implemented without the deleted items. By mutual
372 agreement, the deleted provision as well as any other provision so affected by
373 the deletion may be renegotiated within thirty (30) days or the parties may
374 mutually agree to deal with the matter in subsequent negotiations.

375 Section 2 – Maintenance of Conditions.

376 Present benefits related to employees' working conditions, as contained in Board
377 policies and handbooks will remain in effect during the term of this Agreement
378 unless changes are brought about through negotiations.

379
380 Those benefits that are unique to different departments and work sites will be
381 compiled and evaluated to determine their conformity with the negotiated
382 Agreement. Such benefits will be the subject of contract reopeners.

ARTICLE 5 EMPLOYEE RIGHTS

383 Section 1 – Right to Organize.

384 A. All employees shall have the right to form, join and participate in the Union
385 or to refrain from such activity, to negotiate collectively through the Union
386 regarding the terms and conditions of employment and to engage in concerted
387 activities not prohibited by law for the purpose of collective bargaining or other
388 mutual aid or protection.

389 B. All employees shall have the right to meet with a Union representative
390 during regular work hours with pay, for a reasonable period of time not to exceed
391 one (1) hour where in the opinion of the grievant's immediate supervisor such
392 access would not interfere with the duties or responsibilities of the persons
393 involved and where the Union is investigating the facts to file or to pursue a
394 grievance. The grievant's supervisor shall ensure the Union rep has access to
395 the grievant. Additionally, in cases where the union representative cannot meet
396 with the grievant, the grievant's supervisor shall provide a time that the earliest
397 access will be granted.

398 C. As the duly elected governing body of the School District, the Board will
399 not directly or indirectly discourage deprive or coerce any employee in the
400 employment rights conferred by this Agreement. The Board will not discriminate
401 against any employee with respect to wages, hours, terms and conditions of
402 employment by reason of his membership in the Union, his participation in any
403 activities of the Union or collective bargaining with the Board, any grievance
404 complaint or proceeding under this Agreement.

405 Section 2 – Dignity.

406 All employees shall be treated with respect and dignity in the workplace.

407 Section 3 – Union Representation.

408 A. Notwithstanding any other provision of this Agreement, representation of
409 employees by the Union shall be governed by the provisions of Section 447,
410 Florida Statutes.

411 B. Employees have the right to request the assistance of a Union
412 representative in the following situations:

413 1. Where the employee is being issued a disciplinary proposal or
414 decision;

415 2. Where the employee has a reasonable belief that a meeting called
416 by representatives of the Board will or may lead to disciplinary action;

417 3. Where the employee is questioned about circumstances that the
418 employee has reasonable cause to believe could lead to disciplinary
419 action;

420 4. Where the employee is refusing to perform work reasonably
421 considered to endanger the employee's health, safety, or well-being.

422 C. When an employee requests assistance of a Union representative in any
423 of these circumstances, no action shall be taken until the requested Union
424 representation is provided. The sole exception is in the case of an emergency
425 action being taken to protect the physical safety of Board personnel, students or
426 the public.

427 **Section 4 – Indemnity.**

428 All current policies and practices with regard to indemnifying employees shall
429 remain in effect unless otherwise negotiated by the parties.

430 **Section 5 – Political Rights and Legal Rights.**

431 A. Nothing contained in this Agreement shall be construed to deny or limit
432 employees' rights as guaranteed by the laws and the Constitution of the United
433 States and the State of Florida. The parties agree to abide by all state and
434 federal laws, rules and regulations.

435 B. All employees shall have complete freedom of political action when not
436 engaged actively in their employment, including during their breaks and rest
437 periods, provided such action is within the laws of the United States of America
438 and the State of Florida and Lake County School Board Policies; and provided
439 further that such action does not impair the employee's effectiveness and
440 performance as an employee of the Board.

441 C. The right of all employees to work and to vote for the party, candidates
442 and issues of their choice shall never be questioned, abridged or denied.

443 D. Employees shall be free from coercion to make a political contribution, to
444 assist a political candidate or issue, or to take any action in relation to a political
445 candidate, campaign or issue that implies that the employees' failures to do as
446 asked will in any way affect their status as employees of the Board.

447 **Section 6 – Privacy.**

448 A. The Board shall comply in all respects with current state and federal laws
449 concerning public school system employee personnel files.

450 B. In addition, the following rules shall apply to employee personnel files:

- 451 1. No document related to an employee's conduct, service, character
452 or personality shall be placed in an employee's personnel file until it has
453 been delivered to him either by certified mail, return receipt requested, or
454 by personal delivery and the employee has indicated, in writing, that he
455 has had the chance to read the document by signing the file copy, with the
456 understanding that such signature merely signifies he has read the
457 material to be filed and does not necessarily indicate agreement with the
458 content.
- 459 2. An employee, or his designee authorized in writing, shall have the
460 right, upon request, to review all documents contained in his own official
461 personnel file and in the files maintained by a principal or work site
462 administrator whether or not such documents are subject to public
463 disclosure under state law. The sole exception shall be open criminal
464 investigation records as described in state law. The employee must make
465 an appointment with the Human Resources Department, the school
466 principal or work site administrator, as the case may be, in order that a
467 managerial employee will be present when the employee's file is
468 inspected.
- 469 3. An employee may purchase a copy of any document in his own
470 personnel file upon making arrangements with the Human Resources
471 Department.
- 472 4. A Union representative may purchase a copy of any document in
473 an employee's personnel file under Chapters 119 and 1012, Florida
474 Statutes.
- 475 5. The personnel file will be made available for examination to
476 persons other than the employee in the Human Resources Office by
477 appointment, during regular office hours, under the supervision of the
478 Director of Human Resources or designee. Only those records that are
479 open to public inspection will be made available for examination.
- 480 6. Files maintained at a school or work site shall contain only those
481 materials of which the original or a copy is on file in the employee's
482 personnel file maintained by the Board's Human Resources Department,
483 or materials related to an evaluation in progress.
484

485 **Section 7 – Nondiscrimination.**

- 486 A. The Union and the Board agree that the provisions of this Agreement shall
487 be applied without regard to race, color, religion, national origin, sex, age,
488 disability or marital status.
- B. The private and personal life of an employee, including additional
employment, are not within the appropriate concern or attention of the Board,

provided that these activities do not impair the employee's effectiveness and performance as an employee of the Board.

ARTICLE 6 UNION RIGHTS

489 Section 1 – Representatives.

490 A. STEWARD - Shall be defined as an employee appointed by the Union as
491 the Union representative at the work site.

492
493 B. CHIEF STEWARD – A Chief Steward is a person designated to replace
494 stewards in their absence or to assist the steward at the third level of the
495 Grievance procedure.

496 C. UNION REPRESENTATIVE - Shall be defined as shop stewards, Union
497 officers, Union staff, Union-appointed members of joint labor-management
498 committees and all others appointed by the Union to represent the interests of
499 the employees in the bargaining unit.

500 D. The Union shall have the right to designate, and the Board shall
501 recognize, as many stewards as the administration of this Agreement shall
502 require. The Union shall provide an up-to-date list of the names of all Union
503 representatives and elected officers to the Board. Each steward shall be
504 assigned to represent a designated group of employees, but shall be authorized
505 to represent any employee should the need arise.

506 E. Non-employee Union representatives shall also be certified, in writing, to
507 the Board. The Union agrees that activities by both Union stewards and non-
508 employee Union representatives shall be carried out in such a fashion as to
509 comply with Article 5, Section 1 B and in such a manner as not to interfere with
510 normal work production. The Union shall notify the Board, in writing, at least five
511 (5) working days in advance of a change in Union stewards or non-employee
512 Union representatives.

513
514 F. Whenever Union representation is requested by an employee, the
515 representative shall be designated by the Union.

516 Section 2 – Information.

517 A. The Board agrees to provide the Union with the following documents and
518 publications at no charge:

519 School Board agenda packets and amendments to the agenda Special
520 Board Meeting agenda packets
521 Proposed budget
522 Final budget
523 Employee lists
524 Job vacancy listing

525 B. Board Policies -Copies of Board policies, procedures and regulations
526 relating to employees' wages, benefits and working conditions shall be furnished
527 to the Union upon their adoption or modification. The Union shall pay the normal
528 charge as paid by other groups or persons.

529 C. Board Press Releases - The Board shall provide a copy of all Board press
530 releases to the Union.

531 D. Work Rules - Copies of work rules and handbooks shall be furnished to
532 the Union upon their proposed adoption or modification. New or modified work
533 rules shall not be adopted prior to the completion of negotiations with the Union.
534 The Union shall pay the normal charge as paid by other groups and persons.

535 E. Minutes of Board Meetings - Copies of the minutes of specific Board
536 meetings are available to the Union upon request and upon payment by the
537 Union of the normal charge paid by other groups and persons.

538 F. Employee Notices - The Board shall furnish the Union with a copy of
539 written communications distributed to all employees that concern, in whole or in
540 part, wages, benefits and working conditions.

541 G. Employee Lists

542 1. By the first week of October each year, the Board shall furnish the
543 Union with a list showing the name, mailing address, telephone number, job
544 position title, work site, pay grade/hourly wage and seniority date of each
545 employee. This list shall be updated, as necessary, on a monthly basis after the
546 first week of October through June 1. To the extent that this information is
547 available in the form of electronic data, it shall be provided to the Union in ASCII
548 and comma delimited format. The Board will provide the Union with mailing
549 labels containing names and addresses only at the normal charge as paid by
550 other groups or persons.

551 2. Provided that the information is available in the format requested,
552 the Board shall furnish the Union with a list, on a monthly basis, of all employees
553 newly hired during the previous month. The list shall include the employees'
554 names, home addresses, home phone numbers, job classifications, hours per
555 day, length of contract, and work locations.

556 H. Job Descriptions - The Board shall furnish the Union with a copy of each
557 job description for all existing job classifications in the District. The cost shall be
558 the normal charge as paid by other groups or persons.

559 I. Job Vacancies - The Board shall furnish the Union with a copy of each
560 announcement of a job vacancy in the District.
561

562 J. The SEIU Union Representative shall be entitled to use the district's e-mail
563 system for the purpose of updating Union Representatives on Bargaining,

564 committee meetings, new or changed contract language, ratification votes
565 and Employee Appreciation Week. The use of the district's e-mail system
566 will be closely monitored by the district's ETS Department. The
567 Superintendent or her designee reserves the right to deny the use of the
568 district's e-mail system and such denial shall be non-grievable.

569 **Section 3 – Access.**

570 A. Union representatives shall be permitted to transact Union business
571 necessary to maintain and enforce this Agreement on District property, in areas
572 where employees take breaks and in areas not specifically designated as work
573 areas assigned to employees, provided that there is no interference with or
574 disruption of normal District operations. Immediately upon entering District
575 property, the Union representative shall notify the manager in charge of the
576 facility, or the manager's appointed designee, of his presence and shall notify the
577 manager or designee of his departure. If the facility has no manager or
578 appointed designee available, the Union will notify the Employee Relation's
579 department as soon as possible.

580 B. In-service Training - The Union shall be permitted thirty (30) minutes at
581 the midpoint of the morning or afternoon session to speak with all employees
582 attending in-service training sessions held at the beginning and end of the fiscal
583 year. Both parties agree that employee attendance at this meeting is strictly
584 voluntary.

585 C. Employee Meetings - The Union shall be given advance notice of all
586 employee meetings where wages, benefits and working conditions will be
587 discussed. The Union shall have the right to choose a representative to be
588 present at the meeting.

589 D. Training - During the ninety (90) day period following ratification of this
590 Agreement, Union representatives shall be permitted to present one (1) hour of
591 training and education regarding this Agreement to employees, immediately
592 before or after the workday or during lunch or break times, on District premises,
593 without charge for the use of the premises.

594 **Section 4 – Facilities.**

595 A. Bulletin Boards - The Union may provide one (1) bulletin board of a size
596 no greater than three feet by five feet (15 square feet) in each work site where
597 there are employees. The Union bulletin boards shall be placed in a location
598 where all employees at the work site have easy access to them. The placement
599 of the board shall be agreed to mutually by local management and the Union
600 representative. The Union may post notices concerning routine Union business
601 on the appropriate and specifically assigned bulletin boards as provided by the
602 Union. A copy of any notice so posted shall be provided to the work site
603 administrator and/or principal at the time of posting. A copy of any notice shall
604 also be provided to the School Board's Chief Negotiator. Union representatives

605 will be responsible for posting and removing materials and assuring that posted
606 items have Union identification.

607 B. Mail - The Board agrees to the following provision with the stipulation that
608 should the Board be found in violation of United States Postal Service rules and
609 regulations and/or the Private Express Statutes that the Union will hold the Board
610 harmless and will assume all responsibility for fines, fees, or back postage
611 imposed on the Board and/or legal fees incurred by the Board as a result of such
612 findings subsequent to the date on which this Agreement is ratified. Should the
613 Board be ordered to cease and desist from providing such services by the United
614 States Postal Service or court of competent jurisdiction, such service will cease
615 immediately. The Board's courier shall make a daily stop at the SEIU office for
616 the purpose of delivery of materials that are of benefit to the school system.
617 Such materials are restricted to information generated by joint Board/SEIU
618 committees, communications between the Superintendent's offices, the
619 Assistant Superintendents' offices, the Personnel Department, the Director of
620 Finance's office, the Supervisor of Staff Development's office, the Chief
621 Negotiator's office and the SEIU office in Tavares. Any other material delivered
622 by the Board's courier shall have prior approval by the Superintendent or
623 designee. The Superintendent or designee reserves the right to deny use of the
624 courier system and such denial shall not be subject to the grievance procedure.
625 It is expressly understood that SEIU shall not use the Board's courier system to
626 conduct business operations with its membership or any other Board employee
627 group.

628 The Union shall be entitled to use the schools' mailboxes for communication to
629 union members through the postal service. Union members at the local schools
630 shall be entitled to use the schools' mailboxes for receiving and distributing
631 communications to classified employees provided that such use in no way
632 hampers or interferes with the orderly administrative operation of the school.

633 United States mail that is addressed to bargaining unit members and received at
634 work sites will be placed in classified employees' mailboxes by office staff in a
635 timely manner.

636 The Union shall not use the schools' mailboxes for bulk mailings or distribution of
637 materials derogatory to the Board.

638 The Employee Relations Department shall receive a copy of all materials to be
639 distributed district-wide. The school administrator shall receive a copy of all
640 materials to be distributed in the school. The Union will be permitted the use of a
641 designated location at each work site for the distribution of materials related to
642 Union business provided that the Union will be responsible for distributing such
643 items to individual bargaining unit members.

644 C. Rooms:

645 1. The Union and its representatives shall be entitled to the use of
646 rooms located on District premises subject to the following:

647 a. The room is not scheduled for use by other groups and
648 arrangements to use the room(s) are made seventy-two (72) hours
649 in advance with the building administrator for the purpose of regular
650 Union meetings; and,

651 b. The Union agrees to pay for any custodial and/or utility
652 charges determined by that building administrator to be necessary.
653 The determination as to whether a charge shall be made and the
654 amount of such charge, if any, to be levied against the Union, shall
655 be made by the building administrator and shall be based upon
656 criteria equally applied to other groups using that specific room or
657 facility; and,

658 c. Employees involved in the meeting will attend before or after
659 their regular work hours.

660 2. In the case of meetings scheduled for conferring with grievants and
661 witnesses, the Union shall notify the manager on the premises as soon as
662 is practicable. The manager shall designate a reasonable and
663 appropriately private place for the meeting.

664 3. Brief Meetings:

665 a. The Union and its representatives may hold Union meetings
666 either prior to the beginning of the classified employee workday or
667 at the conclusion of the employee work shift without being required
668 to pay a facility usage fee provided that such meeting(s) do not
669 extend more than thirty (30) minutes either prior to or after the
670 employee work shift. In the case of such meetings, the Union will
671 give twenty-four (24) hours advance notice to the Board's Chief
672 Negotiator and the building level administrator. All employees
673 involved will attend either before or after their regular work hours.

674 b. Emergency Union meetings may be held and scheduled at
675 work locations, provided that the Union or a Union representative
676 has given prior notice to the building administrator or school
677 principal and the Board's Chief Negotiator; and, further, provided
678 that such meeting does not interfere with the employees' duty time.
679 No facility usage fee shall be required for brief emergency
680 meetings that last no more than thirty (30) minutes.

681 **Section 5 – Conduct of Union Business.**

682 A. Line-of-Duty Leave - The Union shall, upon approval of the
683 Superintendent or his designee and the Department supervisor whose
684 employees are affected, be entitled to have its members released from work on
685 line-of-duty leave to attend workshops, conferences, conventions, and other
686 activities but must reimburse the District for substitute employee costs incurred, if
687 any. The Union shall furnish the Superintendent or his designee advance notice
688 of such leave, and of the persons designated to attend such activities, at least
689 twenty (20) workdays in advance of the date the leave is to be used.

690 B. Leave for Union Business - Upon advance notice by the Union, such
691 notice being given as far in advance as possible but no less than twenty (20)
692 workdays, the Board agrees to grant either one (1) employee a leave of absence
693 to take a full-time position with the Union for up to one (1) year without pay or
694 leave for several employees to take leave for a combined total of one (1) year
695 without pay. The employee or employees shall be designated by the Union.
696 During the unpaid leave, the employee(s) shall continue to accrue experience
697 credit, but shall not accrue sick leave or vacation leave. Such leave shall not
698 constitute a break in continuous service to the District. The employee(s) shall be
699 entitled to participate in the Board's approved benefit plans (life and health
700 insurance, Florida Retirement System, and social security) at no expense to the
701 Board. The employee's or employees' contributions to all plans shall be paid by
702 the employee(s) and/or the Union. At the conclusion of such leave, the
703 employee(s) shall be returned to his job held on the beginning date of the leave
704 by a temporary employee.

705 **Section 6 – Employee Appreciation Week.**

706 Employee Appreciation Week- The Union shall be permitted to utilize District
707 facilities, without charge, during Employee Appreciation Week in May of each
708 year, to honor and recognize work done by classified employees of the District.
709 The Union shall be permitted to present a program during lunch times and break
710 times as well as before and after regular work hours as part of Appreciation
711 Week. It is agreed that activities associated with the Employee Appreciation
712 Week will proceed in such a manner as not to disrupt the normal activities and
713 services of the School District. The Board recognizes the benefits to be gained
714 by classified employees as a result of this activity and agrees to encourage
715 participation in Employee Appreciation Week as a way to ensure a spirit of
716 confidence and cooperation between the Board and its employees.

ARTICLE 7 BOARD RIGHTS

717 The term "Board," when used in this Agreement, shall mean The School Board
718 of Lake County, Florida, and its designated representatives. The term "District,"
719 when used in this Agreement, shall mean the School District of Lake County,
720 Florida.

721 It is understood and agreed that all of the rights, powers and authority possessed
722 by the Board prior to the signing of this Agreement are retained by the Board
723 except where specifically abridged or modified by this Agreement. Accordingly,
724 by way of illustration and not of limitation, the Board reserves to itself sole
725 jurisdiction and authority over matters of policy and retains the following rights
726 and responsibilities: (1) to direct employees of the School District; (2) to hire,
727 promote, transfer, assign and retain employees in positions in the School District;
728 (3) to take disciplinary action for just cause; (4) to relieve employees from duty
729 because of lack of work or for other legitimate reasons; (5) to maintain efficiency
730 of the School District's operations; (6) to determine and adopt policies and
731 programs for the general improvement of the District School system; (7) to
732 determine the methods, means and personnel by which such operations are to
733 be conducted; (8) to make contracts; and (9) to take whatever actions may be
734 necessary to carry out the mission of the School District in situations of
735 emergency. The exercise of any management rights by the Board shall not be
736 subject to the grievance-arbitration procedure herein unless the exercise of such
737 right violates a provision of this Agreement.

ARTICLE 8 DUES DEDUCTION

738 Section 1 – Checkoff.

739 Any Union member who has previously so authorized and is on dues deduction
740 at the beginning of this Agreement, or any employee who subsequent to the
741 beginning of this Agreement applies for membership in the Union and duly
742 authorizes dues to be deducted from his salary through payroll deduction shall
743 have his Union dues deducted through payroll deduction. This authorization
744 shall continue in effect for the duration of this Agreement unless revoked in
745 writing to both the Board and the Union by the employee not less than thirty (30)
746 days prior to the dues deduction date on which termination of dues deduction is
747 to become effective.

748 The Board shall withhold from each payroll check uniform membership dues as
749 designated by the Union for each employee who signs and submits an
750 authorization card. It is understood that the SEIU authorization form for payroll
751 deductions shall be the official form for the duration of this Agreement.

752 Signed authorization cards must be submitted to the payroll department at least
753 ten (10) working days prior to the next deduction date.

754 The Board shall forward such dues to the certified financial secretary or other
755 properly designated official of the Union within ten (10) days after deduction. At
756 the same time, the Board shall forward a list showing the names, job
757 classifications, work assignment and amount of dues deducted for each person.

758 Section 2 – Indemnification.

759 The Union agrees to indemnify and save the Board harmless against and from
760 any and all claims, suits or other forms of liability arising out of any action the
761 Board may take in order to deduct money for Union dues from employees' pay.
762 The Union assumes full responsibility for the disposition of the moneys so
763 deducted once they have been turned over to the certified financial secretary or
764 other properly designated official of the Union.

ARTICLE 9 JOINT COMMITTEES

765 Throughout this Agreement, wherever it is provided that joint committees shall be
766 formed, the following rules of operation shall apply.

767 Section 1 – Membership.

768 The Union and the Board shall appoint an equal number of persons to the
769 committee, and there shall be a co-chair appointed by each party. The size of
770 each committee shall be negotiated at the time the formation of a joint committee
771 is agreed upon by both parties.

772 Section 2 – Meetings.

773 Meeting frequency and times shall be mutually agreed to by both parties.

774 Section 3 – Paid Time.

775 Employees shall be paid for time spent participating in a joint committee,
776 including meeting time, work site visits, consultation with experts and other
777 activities necessary to complete the work of the committee, whenever such time
778 falls within their regular work shift. The meeting times shall normally be held
779 during the regular work shift. Employees shall be reasonable in their use of this
780 time.

781 Section 4 – Negotiations.

782 Joint committees shall prepare and distribute reports of findings and
783 recommendations and the issues covered shall be negotiated by the parties.

ARTICLE 10 COMPENSATION

784 Section 1 – Salary.

785 Effective July 1, 2013, current employees hired before January 1, 2013 will
786 receive a wage increase equal to one step on the SEIU pay table. Also effective
787 July 1, 2013, Classified Computer Professionals within the Information
788 Technology Department hired before January 1, 2013 will receive a 3.5% wage
789 increase. Effective July 1, 2013, in-unit employees on the top step of the pay
790 grade will receive an incentive of 1.5% of their annual salary. The incentive
791 payment will be a one-time payment included in the regular payroll. The highly
792 qualified teacher assistant salary table is revised as attached to provide a salary
793 of \$9.55 per hour at index 0 through \$17.01 per house at index 18.

794 A. Nothing set out in the foregoing provisions is intended to nor shall it cause
795 a decrease in the salary currently being paid to any employee.

796 B. In no event will the application of the provisions of this article cause an
797 employee's base rate of pay to exceed the maximum of the rate range for the
798 grade to which his job classification is assigned.

799 C. All newly hired employees without relevant experience, training or
800 education will be brought into the system at the minimum of the Pay Grade
801 applicable to their job classification. Beginning July 1, 2006, newly-hired
802 employees with five years or more employment experience that is relevant to the
803 position for which they are hired will be placed on index level one of the pay
804 grade into which he or she is hired. Newly-hired employees with six years or
805 more employment experience relevant to the position for which they are hired will
806 be placed on index level two of the pay grade into which he or she is hired. For
807 the purpose of calculating such credit, one (1) day more than one-half (1/2) of
808 the employee's contract year shall be defined as one (1) year's credit for relevant
809 work experience.

810 Experience shall be verified in writing on letterhead or a notarized affidavit by the
811 employee's previous employers. Written verification must be submitted to the
812 Human Resources Services Department within the first three (3) months of
813 employment in the School District. It is the employee's responsibility to obtain
814 the written verification and to submit the original document(s). It is the Human
815 Resources Services Department's responsibility to time/date stamp verification
816 and supply a copy to the employee.

817 Section 2 – Military Experience Credit.

818 Credit shall be given for five years or more relevant active military service. New
819 employees who qualify for Military Experience Credit will be placed at index level
820 one of the pay grade into which he or she is hired. Military experience and
821 employment experience may combine to qualify for the five years experience

822 credit, and both must be relevant to the position into which the new employee is
823 hired. Military credit must be verified with a copy of the DD-214 and must be
824 submitted by the employee.

825 **Section 3 – Required Physical Exams.**

826 Employees of the Transportation Department who hold a Commercial Drivers
827 License, Class A, B or C with a P endorsement and who must also maintain a
828 medical examiner's certificate to drive a school bus, may use one of the District's
829 Wellness Centers for required physical examinations, at no cost to the
830 employee; or to another doctor of the employee's choice at the employee's
831 expense.

832 **Section 4 – Job Class Specific and Compensation Issues.**

833 A. The Board shall continue to provide employees working as mechanics
834 and paint and body personnel a pay grade promotion if they obtain a Master
835 Certification by ASE.

836 B. The Board shall provide an annual tool allotment of four hundred dollars
837 (\$400) to upholsterers, mechanics and paint and body personnel in the
838 Transportation Department. The tool allotment shall be paid within twenty (20)
839 days of the ratification of this Agreement by both parties and on July 1 of each
840 year thereafter. The tool allotment shall be considered a supplement to wages
841 and shall be subject to all standard deductions for retirement, social security,
842 withholding, and mandatory Medicare. Mechanics and Paint and Body
843 Personnel shall receive a pay grade promotion upon achieving Master
844 Certification by ASE.

845 C. The Board shall continue the practice of providing free lunch for food
846 service employees. Food service employees who maintain a current certificate
847 from the American Schools Food Service Association for the current school year
848 will be paid a wage supplement of \$300. It is the employee's responsibility to
849 provide his supervisor with documentation of current certification no later than
850 October 1st of each year to continue to receive the supplement. In the event an
851 employee fails to provide the required documentation by October 1st the
852 employee will not receive the annual \$300 supplement. The supplement shall be
853 subject to all standard deductions for retirement, social security, withholding, and
854 mandatory Medicare. The supplement shall be paid in one lump sum no later
855 than the last workday of December annually.

856 D. Food Service Managers, who oversee a satellite meal program, shall
857 receive an annual stipend. The stipend shall be based on the meal/meal
858 equivalent total for the satellite center for the present school year times \$2.00.
859 The stipend shall be paid in one check at the end of the school year.

860 E. The Board shall provide Certified Custodians \$150.00 upon Certification /
861 Recertification. The Board shall provide Master Custodians \$300.00 upon
862 Certification / Recertification.

863 1. Annual recertification is required for an employee to receive either
864 of the wage supplements.

865 2. Participation in the Master Custodian certification program is
866 optional. An employee is expected to attend voluntarily on his own time.
867 No Certified Custodian shall be denied the opportunity to take these
868 classes.

869 3. Participation in the Certified Custodian program is mandatory. An
870 employee is expected to attend and will be compensated at his regular
871 hourly pay rate.

872 4. The funds paid to the employee are subject to all standard
873 deductions for retirement, social security, withholding, and mandatory
874 Medicare.

875 F. The Board shall provide Groundworkers and Maintenance Workers who
876 report to the Director of Maintenance or the Purchasing Manager and obtain a
877 Commercial Drivers License (CDL) at the direction of the Board, an annual wage
878 supplement of \$200 while their CDL is active. The supplement shall be paid in a
879 single check no later than October 1.

880 G. The Board shall provide Para Professionals with an Associate's degree or
881 higher from an accredited college or university a bi-annual supplement totaling
882 \$600.00, which shall be subject to deductions for retirement, Medicare and the
883 like as with any other compensation, beginning 2010-2011 school year. The bi-
884 annual supplement payment of \$300.00 shall be paid no later than the last
885 payday of December and final payment of \$300.00 to be paid on the last check
886 at the end of the school year. Para Professionals who are hired after the start
887 date for the position or who receive their degree during the year will receive a
888 prorated amount. The prorated amount shall be calculated using the number of
889 days the employee works in the position divided by the number of workdays for
890 which supplement is being paid (August – December) and (January – June).
891 Supplement for the school year will be paid as it has in the past. The school
892 principal, with the exclusion of Lake Hills School, will select one primary and one
893 back-up non-medical employee who shall be responsible for administering
894 medicine, monitoring blood glucose, administering emergency injectable
895 medication, injecting insulin, inserting catheters, flushing gastrostomy tube,
896 feeding using gastrostomy tube and use of nebulizer. The Board shall provide a
897 stipend of \$100.00 per semester for the primary employee and \$50.00 per
898 semester for the back-up employee.

899 H. The Board will provide a six (6) hour In-Service for Teacher Assistants
900 that will be held on non-work day. The In-Service will be mandatory. Teacher

901 Assistants will earn their regular hourly rate for their participation in the In-
902 Service.

903 I. The parties agree that Para Professionals and clerical/secretarial
904 employees shall be rewarded for advanced training or education in areas
905 relevant to the positions they hold. Said employees will be paid a bonus in
906 accordance with the following provisions:

907 1. The award shall be paid no later than January 30, in a single check
908 beginning 2010-2011 school year. It is understood that such funds shall
909 be subject to deductions for retirement, Medicare and the like as with any
910 other compensation. Award application shall be submitted to employees
911 no later than October 30. Application, along with all required
912 documentation, must be returned no later than 4:00 p.m. on November 15
913 to the school principal or designee. The principal or designee must initial
914 as well as sign/date the application and indicate that documents are
915 included. The principal or designee must submit the application and
916 documentation to Employee Relations Department no later than 4:00 p.m.
917 on November 30, 2011.

918 2. The total amount of money paid out for the awards listed shall be
919 \$27,935.00 for the 2010-2011 school year. Available funds will be
920 distributed on a prorated basis. Where awards are paid in full, any
921 remaining funds will be carried over to the following year and added to the
922 \$27,935.00

923 3. In no case shall a Para Professional or clerical/secretarial
924 employee receive more than \$300 in training and educational awards.

925 4. Employees eligible for this award must submit documentation of
926 classes and/or workshops which includes certificates of satisfactory
927 performance or completion, official transcripts, certificates showing staff
928 development activities and certificates issued by training institutes
929 covering the current year. Such documentation must be submitted to the
930 Lake County Schools Staff Development Department. MIP Credit Points
931 will be calculated as follows: one (1) hour of training/class time equals
932 one (1) MIP point. Eligible employees may submit up to and including
933 eighteen (18) MIP points. Six (6) MIP points equal a \$100 award.

934 5. A \$100 award if an employee is fully literate in both languages in
935 which he/she demonstrates proficiency; principal or designee must attach
936 a letter verifying proficiency. Each work site is allowed to claim two (2)
937 employees for the second language award.

938 6. College Courses toward the Field of Education: \$100 if the employee
939 has college semester hours.—Hours must be earned during specified
940 dates on the application and documented on an official transcript that
941 bears the seal of an accredited, post-secondary institution.

942 **Section 5 – Overtime.**

943 i. When employees are directed to work hours in excess of
944 forty (40) during the workweek, such time shall be considered to be overtime.
945 Employees shall be compensated for overtime at the rate of one and one half (1
946 1/2) times their regular rate of pay for all such hours worked. Absent extenuating
947 circumstances, overtime worked shall be paid in the pay period in which it was
948 earned, but in no event shall it be paid later than the pay period immediately
949 following the pay period in which it was earned.

950 ii. An employee may be granted time off in lieu of overtime
951 payment, on a case-by-case basis, between the employee and the department
952 head. Such time off shall be at the rate of one and one-half (1 1/2) times the
953 amount of overtime worked. If the compensatory time earned by an employee
954 cannot be scheduled and used by the employee, it shall be converted to a cash
955 payment. Cash payment must be made no later than June 30 of each fiscal
956 year.

957 iii. When overtime requirements are known in advance, the
958 affected employees shall be advised at least four (4) hours prior to the end of the
959 shift for daily overtime and prior to the end of their shift on Thursday for weekend
960 overtime except in the event of an emergency.

961 iv. The department head concerned will assign overtime among
962 employees as equitably as practicable. In the absence of an emergency,
963 overtime hours shall be offered in order, beginning with the qualified work site
964 employee within the job classification who has the least number of overtime
965 hours to his credit. The offer of overtime work shall proceed to the qualified
966 person with the next lowest number of overtime hours and so on until an
967 employee is found who accepts the overtime assignment. On the next occasion
968 when overtime is available, the offer shall start at the next person on the list who
969 is qualified to complete the task and rotation shall continue in this way along the
970 entire list each time. Overtime records shall be made available to the Union
971 upon request.

972 **Section 6 – Pay For All Hours Worked.**

973 A. When employees are required to attend events involving any matter other
974 than their regular job duties, including but not limited to, training, in-service,
975 required tests or examinations (with the exception of tests and examinations
976 required to maintain licenses, and continue employment), pre-school
977 assignments, meetings, student-teacher conferences, parent-teacher
978 conferences, school inspections, cleaning the work area, completing written
979 reports as directed by the immediate supervisor or school principal, setting up
980 new work sites or school/community emergencies, they shall be paid at their
981 regular hourly rate of pay for all such time worked.

982 B. Employees' participation in non-work activities beyond the regular
983 duty day (such as PTA or community functions) for which no additional
984 compensation is paid shall be strictly voluntary, and nonparticipation in such
985 activities shall not be a criteria in any evaluation of job performance.

986 C. Whenever an employee is assigned or transferred to perform work
987 of a job classification in a higher pay grade, he shall be paid the appropriate rate
988 in that higher pay grade in one-hour increments if the employee works in the
989 higher pay grade for more than six (6) cumulative weeks. Once the six (6) week
990 limit has been reached, the employee will be paid at the higher pay grade for all
991 the time worked at the higher pay grade. All hours worked shall be documented
992 on the appropriate weekly time sheet and verified by the building level
993 administrator. When the higher paying assignment ends, payment of the higher
994 pay grade ends and the employee resumes his regular pay grade classification.
995 The sole exception to this provision shall be when the employee is performing
996 the work of a higher pay grade in a training capacity. The building level
997 administrator shall make the assignment/transfer known to the employee in
998 writing before the actual start date of the assignment or transfer.

999 In the event an employee is performing the work of a higher pay grade in a
1000 training capacity, the building level administrator shall document the training
1001 assignment in writing to the employee, including the goals, begin and end dates
1002 of training period, and identification of the trainer, before the actual start date of
1003 the training. The employee and the building level administrator shall sign and
1004 date the written notification of assignment, transfer and/or training assignment to
1005 indicate that each has received a copy of the document.

1006 **Section 7 – Termination Pay for Sick Leave and Annual Leave.**

1007 The Board will follow Board Policy 6.912 regarding termination pay.

1008 **Section 8 – Miscellaneous.**

1009 A. The Board shall pay for the costs of all tests employees are required to
1010 take as stated in Board Policy 6.171. The employee shall bear the costs of
1011 fingerprinting and drug tests required as conditions of employment. The Board
1012 shall pay the cost of PPD (tuberculin skin tests). Depending upon arrangements
1013 made with the Lake County Health Department (an outside, governmental
1014 agency), employees might be required to report for PPD tests when they are not
1015 under contract for the fiscal year. Both parties agree that employees affected by
1016 such arrangements with the Lake County Health Department will report for the
1017 PPD that is recognized as a requirement for continued employment in the
1018 District. It is further agreed that the School Board will not reimburse employees
1019 for travel to and from the testing sites and will not pay employees for the time
1020 they devote to the PPD testing and reading.

1021 B. The following information shall be contained on each employee's pay
1022 stub: the number of regular hours worked and regular pay earned, other hours

1023 worked and other pay earned, overtime worked and overtime pay earned, a
1024 complete description of all deductions made from the paycheck (including taxes,
1025 Union dues and other authorized deductions) and the employee's current leave
1026 balances.

1027 C. Effective with the 2006-2007 fiscal year, all employees will receive
1028 documentation of direct deposit advantages. Current employees shall have
1029 the option of direct electronic deposit of their pay into a bank or credit Union of
1030 their choice, provided that the financial institution permits direct electronic
1031 deposit.

1032 D. Effective July 1, 2007 for all new employees, direct deposit will be a
1033 condition of employment. Employees hired after July 1, 2007 may submit a
1034 direct deposit hardship waiver to be verified by the Payroll Department.

1035 E. The cost for the fingerprinting and background checks of employees who
1036 were hired subject to implementation of Section 1012.32(2)(b), Florida Statutes,
1037 as amended in the 1996 Legislative Session, shall be borne by the Board.

"Days Beyond" or extended contracts will be offered by seniority to the employee(s) who normally perform(s) those duties at the worksite during the regular school year. It is mutually understood that days beyond or extended contracts are offered depending upon the availability of funds from year-to-year.

ARTICLE 11 INSURANCE

1038 Section 1 – Health Insurance.

1039 Beginning July 1, 2011, the Board will pay ninety-five percent 95% of the
1040 premium of Blue Options plans and partial premium contribution in the same
1041 amount for the Blue Choice Plan, on the current schedule of benefits of the
1042 approved School Board group medical and health insurance programs for all
1043 employees who work six (6) hours or more per day, or thirty (30) hours or more
1044 per week. Also beginning July 1, 2010, the Board will pay fifty percent of the
1045 premium for employees who work four (4) to less than six (6) hours per day, or
1046 twenty (20) to less than thirty (30) hours per week.

1047 A. Both parties agree that consensus has been reached on the
1048 implementation of the Blue Cross/Blue Shield of Florida, Inc., Plan 317 and Blue
1049 Options Plans 3359, 3559, 3166 and 3167, the MHNet of Florida, Inc./EAP
1050 program, and the Standard Life and Accidental Death and Dismemberment
1051 programs. Employees may choose either health plan during open enrollment.

1052 B. Bargaining unit employees, who elect to have child, spouse and /or family
1053 coverage, will pay premiums for child, spouse and /or family coverage. The
1054 Board will pay the cost of an eligible individual employee's Life and Accidental
1055 Death and dismemberment Insurance and the cost for the Employee Assistance
1056 Program.

1057 C. Any increase in premiums or decrease in insurance benefits will be
1058 negotiated between the Board and the Union prior to the effective date of said
1059 change. The parties agree to begin negotiations no later than ten (10) days after
1060 the District receives notification of an increase in premiums or a decrease in
1061 benefits.

1062
1063 D. The Board and the Union agree that SEIU shall appoint eight (8)
1064 bargaining unit employees as representatives of the Union to serve on the
1065 District's established insurance committee.

1066 E. Commencing on or about April 1 of each calendar year, the Board and the
1067 Union agree to bargain the specifications for the insurance coverage to be
1068 included in insurance proposals. Further, the Board agrees that said proposals
1069 will be advertised for health and life insurance coverage for the period after
1070 October 1 of each calendar year for the duration of this *Agreement*, unless
1071 negotiations with insurance companies produce a result satisfactory to both
1072 parties.

1073 F. Employees may participate in the District's flexible benefit compensation
1074 plan. Implementation of the plan shall be subject to enrollment and a minimum
1075 of \$30,000 monthly reduction to offset administrative operation costs. The plan
1076 will comply with Statute 125 of the Internal Revenue Code. Additional fringe
1077 benefits available through payroll deduction will include: 1) dependent health

1078 care; 2) dental care (choice of 1 of 3); 3) vision care; 4) disability income
1079 protection; and, 5) life insurance.

ARTICLE 12 DISCIPLINE

1080 Section 1 – Probationary Appointment Status.

1081 A. Probationary Appointment (six [6] calendar months) – All newly hired
1082 employees shall be recommended for probationary status during their first six (6)
1083 calendar months of uninterrupted, continuous employment. For the purposes of
1084 this Article, uninterrupted, continuous employment means that the employee has
1085 not had any breaks in service as listed in Article 20, Section 2 of this *Agreement*.
1086 The parties agree that unpaid time off during the summer break will not count
1087 towards the completion of the probationary period. This probationary period will
1088 serve as a time for employees to be given every reasonable opportunity to
1089 develop into useful and productive employees. During this period, the employee
1090 may be discharged at will upon written notice. The notice shall state the reasons
1091 for discharge. The employee shall be given the opportunity to discuss the
1092 discharge with his immediate supervisor upon delivery of the written notification.

1093 B. Extension of Probation: A new employee's probationary period may be
1094 extended by the employee's supervisor or administrator following the initial six
1095 (6) month probationary period for an additional three (3) calendar months if the
1096 employee receives progressive discipline (as defined in Section 6 of this Article)
1097 greater than counseling during his first six (6) months of employment. An
1098 employee who has his probation extended shall be notified in writing of the
1099 extension and such notice shall include the reason for the extension and the
1100 date upon which the extension of probation expires. Copies of all probationary
1101 extension notices shall be sent to the Union at the same time they are given to
1102 each employee. The parties agree that unpaid time off during the summer break
1103 will not count towards the completion of the probationary period.

1104 C. A probationary employee shall be given a short, written evaluation of his
1105 work upon working three (3) calendar months. This evaluation shall notify the
1106 employee of his work performance. Probationary employees shall also be
1107 evaluated on the District's approved evaluation form on or before the deadline
1108 issued annually for all bargaining unit employees.

1109 D. Probationary employees shall be entitled to health benefits, if applicable,
1110 the first day of the month following ninety (90) calendar days of uninterrupted,
1111 continuous employment.

1112 E. Probationary employees shall be entitled to vacation accruals, if
1113 applicable, based upon the guidelines in ARTICLE 17 – LEAVES of this
1114 *Agreement*.

1115 F. During the probationary appointment, employees will enjoy all rights
1116 guaranteed by this *Agreement*, with the sole exception of appeal through the
1117 grievance and arbitration procedure upon discharge.

1118 G. The Board shall have no reemployment obligations to an employee who
1119 has been hired to replace an employee on Board approved leave after such
1120 leave has concluded, as long as the substitute employee was notified in writing
1121 of such temporary status.

1122 **Section 2 – Regular Status.**

1123 A. Upon satisfactory completion of the probationary period, an employee will
1124 be recommended by his immediate supervisor for regular appointment status.

1125 B. An employee who works one (1) day more than one half (1/2) the contract
1126 year shall be credited with one (1) year of continuous service credit. The
1127 probationary period shall be counted in the calculations for the first year of credit.

1128 C. The provisions of this section do not apply to employees not covered by
1129 this *Agreement*.

1130 D. Any employee who previously held continuous or regular employment
1131 status in the District and who returns to the District may be placed on regular
1132 employment status after completing the probationary period defined in Section 1
1133 of this Article.

1134 E. An employee's regular employment status shall be continued each year
1135 unless terminated for just cause and/or reduction-in-force reasons only. Such
1136 terminations are subject to the grievance and lay-off procedures.

1137 **Section 3 – Return to Probationary Status.**

1138 A. A bargaining unit employee who has been appointed to regular
1139 employment status and who transfers to a different position with substantially
1140 different job responsibilities shall be returned to probationary status for a period
1141 of three (3) calendar months. The parties agree that unpaid time off during the
1142 summer break will not count towards the completion of the probationary period.

1143 1. At the conclusion of the probationary period, if the administrator or
1144 supervisor deems the employee's performance satisfactory, the employee shall
1145 be appointed to regular employment status.

1146 2. If, at any time during the three month probationary period, the
1147 administrator or supervisor determines that the employee is not performing
1148 satisfactorily, the employee will be given the opportunity to return to the
1149 previously held position, if it exists and is available. If the previously held
1150 position does not exist or is not available, the employee shall be offered a similar
1151 position at the same pay grade as the previously held position, if such position is
1152 available. An employee who accepts such a job offer shall retain the
1153 employment status previously held at that level. In addition, the employee may
1154 voluntarily choose to accept an available job at a lower pay grade and wages

1155 shall be paid at that pay grade. The affected employee shall retain his previous
1156 employment status. If the employee fails to accept an offer by the
1157 Superintendent or his designee or does not choose an available job at a lower
1158 pay grade, the refusal will be considered a voluntary resignation.

1159 **Section 4 – Just Cause.**

1160 Employees shall not be subjected to any form of discipline without just cause.
1161 As used herein, just cause means that the employer has a *just* and *proper*
1162 *reason* to cause an action to be taken against an employee.

1163 **Section 5 – Progressive Discipline.**

1164 The Superintendent retains the right and responsibility to manage the work force.
1165 When the discipline of any employee becomes necessary, such action should be
1166 in proportion to the employee's offense or misconduct, consistent with
1167 appropriate procedural and substantive due process, State law, and/or the
1168 specific provisions of any appropriate collective bargaining agreement.
1169 Discipline may be initiated at any level, based on the nature of the offence and
1170 the particular circumstances. For the same reason, three or four minimal
1171 repetitive offenses do not necessarily create grounds for suspension or
1172 dismissal. Examples of actions resulting in immediate suspension or dismissal
1173 may include, but are not limited to, the following: immorality, gross
1174 insubordination, willful neglect of duty, incompetence, substance abuse including
1175 alcohol, being convicted or found guilty of or pleading guilty to (regardless of
1176 adjudication of guilt) any crime involving moral turpitude.

1177 A. **Step 1. Counseling—** This is an opportunity for the employee and the
1178 Administrator to informally discuss work-related problems and concerns.
1179 The counseling session is designed to help the employee;
1180 1. Recognize the mistake or deficiency;
1181 2. Accept the policy or procedure that is required;
1182 3. Clarify expectations and procedures; and
1183 4. Understand the consequences of failing to meet the standards.

1184 B. **Step 2. Level I Verbal Reprimand—** This action is used to get the
1185 attention of the employee while the situation is still correctable. The
1186 employee shall be entitled to union representation. The primary purpose
1187 of this step is to alleviate any misunderstandings and to clarify the
1188 direction for necessary and successful correction of the problem. A Level
1189 I reprimand should:
1190 1. Point out that future behavior of a similar type may result in
1191 more serious disciplinary action;
1192 2. Indicate clearly the nature of the concern, cite the work
1193 procedures, rule or policy governing the concern, and explain
1194 precisely what corrective action is expected.

- 1195 3. Be confirmed in writing using the Level I Reprimand Form, with
1196 a copy sent to the Director of Human Resource Services, and
1197 placed in personnel record.
1198

1199 The employee should be advised that a copy of the reprimand will be placed in
1200 his/her personnel record. If no additional disciplinary action is taken during the
1201 twelve (12) months that followed the issuing of the Level I Reprimand and the
1202 administrator who initiated the Level I Reprimand and the employee shall sign-off
1203 to note that no additional disciplinary action was taken and shall not be the basis
1204 of further progressive discipline.
1205

1206 C. **Step 3. Level II Written Reprimand**—This action is utilized when prior
1207 counseling sessions and/or the oral reprimand have not resulted in satisfactory
1208 changes of behavior. The employee shall be entitled to union representation. A
1209 Level II reprimand may or may not be preceded by a Level I reprimand,
1210 depending on the type of violation. When issuing a Level II reprimand the
1211 Supervisor should:

- 1212 1. Contact the Department Employee Relations;
1213 2. Review prior disciplinary actions taken;
1214 3. Notify the employee of the specific policy or procedure being
1215 violated;
1216 4. Place the employee on written notice that corrective action must
1217 be taken;
1218 5. Use the Level II Reprimand Memo to identify specific facts and
1219 information as opposed to hearsay and unfounded conclusions;
1220 6. Advise the employee that the Level II reprimand will impact the
1221 annual performance evaluation; and
1222 7. Advise the employee that a copy of the written reprimand will be
1223 placed in his/her personnel file and forwarded to the Director of
1224 Human Resource Services.
1225

1226 If no additional disciplinary action is taken during the twelve (12) months that
1227 followed the issuing of the written reprimand, the administrator who initiated the
1228 reprimand and the employee shall sign-off to note that no additional disciplinary
1229 action was taken and shall not be the basis for further progressive discipline.
1230

1231 D. **Step 4. Suspension**—The Department of Employee Relations will
1232 handle all disciplinary issues that may warrant suspension. The Supervisor
1233 should **contact the Department of Employee Relations when this step is**
1234 **necessary.** Suspension may be used when the employee has not responded to
1235 counseling, verbal or written reprimands or commits a more serious policy
1236 violation that warrants suspension. The suspension will be administered
1237 pursuant to School Board Policy 6.38. The employee shall be entitled to union
1238 representation.
1239

1240 (i). **Suspension Pending Investigation**

- 1241 1. There are situations where the employee may need to be
1242 removed from the workplace before an investigation can be

1243 conducted. These may include, but are not limited to, sexual
 1244 harassment, disorderly conduct, or other situations where the
 1245 employee presents a potential threat to other employees,
 1246 students, or others.

1247 2. A suspension, pending an investigation, is imposed with the
 1248 understanding that a final decision relative to the appropriate
 1249 disciplinary action will be made after the investigation by the
 1250 Supervisor of Employee Relations.

1251 3. If there is no cause for disciplinary action, the employee will
 1252 receive pay for the regular earnings lost during the
 1253 suspension if it was deemed without pay.
 1254

1255 **E. Step 5. Termination**—If previous steps of the disciplinary process have
 1256 been unsuccessful, the employee may be terminated from employment. Certain
 1257 violations may warrant immediate termination. Because of the severity in the
 1258 loss of one's job employees should be terminated only after a thorough
 1259 investigation. The investigation should conclude that:

1260 1. The employee did, in fact, commit the act;
 1261 2. Evidence of guilt is available;
 1262 3. The employee's entire work record, positive and negative,
 1263 has been considered;
 1264 4. The same rules are applied uniformly to other employees;
 1265 and
 1266 5. The penalty of dismissal is reasonably related to the
 1267 seriousness of the offense.
 1268

1269 (i). Prior to taking formal termination action, the Department of Employee
 1270 Relations must confirm that the employee has received procedural due
 1271 process. This procedure requires the Department of Employee Relations
 1272 to have a pre-termination meeting with the employee, which includes, but
 1273 may not be limited to:

1274 1. Informing the employee of the charges;
 1275 2. Providing the employee with an opportunity to respond to the
 1276 charges; and
 1277 3. Having representation present, if requested.
 1278

1279 (ii). Following the pre-termination meeting, if it is still decided that the
 1280 appropriate course of action is dismissal:

1281 1. A written notice will be provided to the employee at the time
 1282 the action is taken. If the employee is not available and the
 1283 notice must be mailed, it will be sent by certified mail to
 1284 ensure delivery is made. If the notice is returned unclaimed
 1285 by the Post Office, the letter will be placed in the employee's
 1286 file in the Department of Employee Relations.
 1287 2. The employee is informed of the reasons for the dismissal
 1288 with each incident of offense identified.

1289 F. In all cases, the discipline imposed, and the length of a suspension shall
1290 be based on just cause and shall take into account the following factors: 1) the
1291 seriousness of the offense or performance deficiency; 2) the impact of the
1292 offense or performance deficiency on the employee's relationship with the
1293 supervisor, with other employees and with the public; 3) the extent to which the
1294 offense or performance deficiency was the result of mistake or misunderstanding
1295 rather than willfulness; 4) the employee's years of service; 5) the employee's
1296 own disciplinary record; 6) the employee's own performance record; 7) the type
1297 of discipline given to employees in similar situations in the past; 8) the timeliness
1298 of the discipline; and, 9) mitigating factors or unusual circumstances.

1299
1300 G. In case where discipline has been administered to an employee, a
1301 subsequent, unrelated minor offense may be deemed a first offense for
1302 progressive discipline purposes.

1303 **Section 6 – Authority.**

1304 The Superintendent has the authority to suspend employees with and/or without
1305 pay, to reassign employees including reassignment of duties and responsibilities
1306 within a work site or within the District, and, recommend discharge of employees
1307 when the interest of the school system and the operation and efficiency of the
1308 school system requires such action.

ARTICLE 13 EVALUATION

1309 It is agreed by both parties that a joint labor-management committee will be
1310 formed for the purpose of developing recommendations for ARTICLE 13 -
1311 EVALUATION. It is further agreed that one (1) representative from each of the
1312 following job classifications shall be appointed to the committee by the Union:

1313	Clerical	Custodial
1314	Food Service	Maintenance/Skilled Trades
1315	Supervisory Unit	Transportation
1316	Teacher Assistant	

1317 The Board shall appoint seven (7) members to the committee.

1318 PERFORMANCE IMPROVEMENT PROCESS FORM

1319 If an employee is not performing in an acceptable manner during the program
1320 year prior to the evaluation period, the Performance Improvement Process Form
1321 may be generated to assist with improving the performance skills of the
1322 employee. The form is designed to improve areas related to Performance
1323 Categories and the Indicators on the evaluation form. The form is not designed
1324 to eradicate or improve areas that are directly related to disciplinary areas of a
1325 more severe nature.

- 1326 1. This form has been created to be used as a tool to improve the functional
1327 performance of the employee before discipline is issued.
- 1328 2. When applicable, the form will be used in coordination with the evaluation
1329 when it is submitted to the Human Resource Department.
- 1330 3. The form will indicate if the employee has Corrected or Not Corrected the
1331 performance issue.
- 1332 A. Not Corrected: The form must be attached to the annual evaluation
1333 form with the indicator scored as "Improvement Needed"
- 1334 B. Corrected: No need to attach the form to the annual evaluation form.
1335 Appropriate indicator will be scored as "Satisfactory (S)"
- 1336 C. The period of evaluation begins at the conclusion of the most recent
1337 evaluation.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1 – Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as informal and respectful as appropriate.

Section 2 – Definitions.

A. GRIEVANCE - An allegation that there has been a misapplication or misinterpretation of any of the provisions of this Agreement. It is understood that an allegation does not become a grievance until written and submitted at Step Two.

B. GRIEVANT - An individual employee, several employees or the Union itself. In the case of grievances concerning employees' working conditions, at least one (1) bargaining unit employee shall be listed that is impacted by the alleged misinterpretation or misapplication of a provision of this Agreement. The parties recognize that there will be instances where the Union itself, as an institution, is the grievant and the subject of the grievance concerns the Union's rights. In such instances, no individual employee needs to be named in a grievance.

C. UNION - Service Employees International Union, Local 8.

D. UNION REPRESENTATIVE - Chief Stewards, Union officers, Union staff, Union appointed members to joint labor-management committees and all others appointed by the Union to represent the interests of the employees in the bargaining unit. The Board agrees to negotiate with Union Representatives designated by SEIU, Local 8. Written notification of the duly appointed Union Representatives shall be submitted to the Board or its designee at Step One in these procedures.

E. GRIEVANCE ADMINISTRATOR - A school principal or department head as designated on the School Board approved organizational chart.

F. BOARD - The School Board of Lake County, Florida, and its designated representatives.

G. SUPERINTENDENT - The secretary and executive officer of the School Board of Lake County, Florida, who is responsible for the administration of the schools and for supervision of instruction in the Lake County Schools.

1371 H. SUPERINTENDENT'S DESIGNEE - Any administrator selected by the
1372 Superintendent and assigned to complete a specific task on the
1373 Superintendent's behalf.

1374 **Section 3 – Representation.**

1375 All employees will have the right of Union representation at each step of the
1376 grievance procedure, if they desire and the Union agrees. If the Union agrees to
1377 represent the grievant, no grievant will be required to discuss any grievance if the
1378 Union representative is not present. A grievant will not be represented by any
1379 person who might be required to take action, or against whom action might be
1380 taken in order to adjust the grievance, or by a representative of any other
1381 employee organization.

1382 The Board and its designated representative shall have the right to request the
1383 presence of additional representatives.

1384 Nothing in this Agreement shall be construed to prevent any bargaining unit
1385 employee from presenting, at any time, his own grievance in person or by legal
1386 counsel to the responsible school principal, department head, or grievance
1387 administrator that alleges violation of a specific article and section of this
1388 Agreement. Such grievances may be adjusted without the intervention of the
1389 Union, but no adjustment will be made that is inconsistent with the terms of this
1390 Agreement and must be presented as outlined in Florida Statutes. Prior to the
1391 presentation of such grievance, the employee shall furnish the Superintendent or
1392 designee with a written statement from the Union indicating the Union will not
1393 represent the employee. An employee must exhaust the entire negotiated
1394 grievance procedure, including arbitration, before initiating any other appeal.
1395 When presenting his own grievance and notwithstanding any other terms and
1396 conditions set forth in this Agreement, the employee shall bear the full costs of
1397 all expenses, including, but not limited to, time lost from work, expense of his
1398 own counsel, fees for the preparation and presentation of documents and the
1399 fees, services or other costs of an arbitrator, costs of transcripts, fees charged
1400 for the use of meeting/hearing room(s) or other facility, or any other appeal. The
1401 Union will be given reasonable opportunity to be present at any meeting called
1402 for the resolution of such grievance.

1403 When processing grievances during regular work hours, the Union steward shall
1404 notify his manager of the time that such Union business will begin and shall
1405 report back to work immediately after the end of such Union business. While
1406 processing grievances, the steward shall suffer no loss of pay and shall not be
1407 required to use accumulated leave.

1408 **Section 4 – Effect of Time Limits.**

1409 A. The failure of the grievant and/or Union to proceed from one step of the
1410 grievance procedure to the next step within the time limits set forth herein shall
1411 be deemed to be a waiver of the grievance and shall constitute a waiver of all
1412 future appeals concerning the particular grievance. However, if notification is
1413 given prior to the time limit expiring by the Union and/or grievant to the Grievance
1414 Administrator of a needed and reasonable extension of the time limit, the time
1415 limit shall be extended.

1416 B. The failure of the grievance administrator to communicate the reply to the
1417 grievance at any step shall permit the grievant and/or Union to proceed to the
1418 next step in the process.

1419 C. All time limits may be extended by mutual written agreement. All time
1420 limits herein shall consist of workdays unless otherwise specified. Workdays
1421 shall be defined as Monday through Friday, exclusive of recognized holidays.

1422 D. The parties agree it is important that grievances be processed as rapidly
1423 as possible. The number of days indicated at each level is to be considered the
1424 maximum and every effort shall be made to expedite the process before the
1425 deadlines are reached.

1426 E. In the event that a grievance is filed concerning an employee who works
1427 less than a twelve (12) month year, and that grievance is filed within the last two
1428 (2) weeks of the employee's work year, the time limits contained herein shall be
1429 reduced to one half (1/2) for each party at each level.

1430 F. The day after the grievant knew or should known of the occurrence on
1431 which a grievance is based shall be counted as the first day. Actions or
1432 responses required shall be taken any time before the close of the grievant's
1433 regular workday on the last day of any time limit or extension thereof.

1434 **Section 5 – Grievance Procedure.**

1435 All grievances shall be processed according to the provisions of this Agreement.

1436 The original copy of the written grievance that bears the original signatures of all
1437 parties shall be exchanged throughout the grievance process. All subsequent
1438 copies shall be made from the original copy only.

1439 By mutual written consent, the parties may agree to bypass any step in this
1440 procedure.

1441 By mutual written consent, the parties may agree to mediation of a grievance at
1442 any step of the procedure. The results of such mediation shall not be binding on
1443 the parties.

1444 In the case of an employee who processes a grievance without the Union's
1445 representation, the following steps shall apply, except that the individual
1446 employee may appeal from one step to the next without the Union, and
1447 otherwise as outlined.

1448 A. Step One (Informal): In the event that an employee believes there is a
1449 basis for a grievance, the grievant shall first meet informally with his immediate
1450 supervisor. The purpose of the Step One meeting shall be to provide an
1451 opportunity for both parties, the grievant and the administrator, to discuss the
1452 situation, share all pertinent information, and to reach resolution to the situation.
1453 A Union representative shall have the right to be present at this discussion. Step
1454 One shall not be bypassed except in the event that the grievant's immediate
1455 supervisor is not the designated grievance administrator and cannot, by virtue of
1456 job duties, resolve the complaint, the grievant may elect to bypass Step One and
1457 submit a formal grievance to his grievance administrator thus initiating Step Two.
1458 Any adjustment reached in the informal discussion must be consistent with the
1459 terms of this Agreement unless approved by the Union and committed to writing
1460 as a Union waiver of this Agreement.

1461 B. Step Two (Formal):

1462 1. If, after informal discussion with their immediate supervisor, the
1463 complaint is not resolved at Step One, the grievance shall be committed
1464 to writing. In order to be deemed timely, the written grievance must be
1465 delivered in person or by certified mail, return receipt requested, to the
1466 grievant's grievance administrator within fifteen (15) working days after the
1467 grievant knew or should have known of the occurrence on which it is
1468 based. The grievance form to be used shall be furnished by the Union.

1469 The written grievance must contain the following information: (1) the date
1470 of the occurrence of the alleged grievance; (2) the contract article(s) and
1471 specific sections of the Article allegedly violated; (3) a reasonably
1472 complete statement of the facts giving rise to the grievance; (4) the names
1473 of witnesses, if applicable; and, (5) the relief sought. Both parties
1474 recognize the importance of providing as complete information as possible
1475 specific to the grievance and agree that items 1, 2, and 3 must be
1476 completed in order for management to process the grievance.

1477 A copy of the formal grievance, stated in writing, shall be submitted to the
1478 designated work site grievance administrator, the Union, and, the
1479 Superintendent or designee, with one (1) copy retained by the grievant.
1480 Copies shall be distributed at each level of the grievance procedure
1481 following this provision.

1482 2. Meeting - The grievance administrator, the grievant and the Union
1483 representative shall meet to discuss the grievance within three (3) days
1484 after the grievance administrator receives the written grievance.

- 1485 3. Reply - The grievance administrator shall issue a written reply to
1486 the grievance, explaining the reasons for its being granted or denied,
1487 within five (5) days after the Step Two meeting.
- 1488 C. Step Three:
- 1489 1. Appeal - If the dispute is not resolved at Step Two, the Union
1490 and/or grievant may appeal to the Superintendent or designee, by
1491 completing the portion of the grievance form indicated for this purpose
1492 and delivering it in person or by certified mail, return receipt requested, to
1493 the Superintendent or designee within five (5) days after receipt of the
1494 Step Two reply.
- 1495 2. Meeting - The Superintendent or designee, the grievant and the
1496 Union representative shall meet to discuss the grievance within ten (10)
1497 days after the Superintendent or designee receives the written grievance.
- 1498 3. Reply - The Superintendent or designee shall issue a written reply
1499 to the grievance, explaining the reasons for its being granted or denied,
1500 within ten (10) days after the Step Three meeting.
- 1501 D. Step Four - Arbitration:
- 1502 1. Invocation - Within ten (10) days after receipt of the previous
1503 decision, or within twenty (20) days of the previous step hearing if no
1504 response is forthcoming, the Union may invoke arbitration by filing a
1505 request for arbitration with the Federal Mediation and Conciliation Service
1506 (FMCS) and by delivering a copy of the request indicating their intentions
1507 to the Superintendent or designee in person or via certified mail, return
1508 receipt requested.
- 1509 2. Arbitrator - The FMCS shall furnish a panel of seven (7) names.
1510 Within five (5) days of receipt of the panel from the FMCS, either party
1511 shall have the right to reject the first list provided before the striking out of
1512 names occurs. Upon rejection of the first list, either party may request a
1513 second panel of seven (7) names from the FMCS. Within five (5) days of
1514 receipt of the second list from the FMCS, the parties shall meet to select
1515 an arbitrator from the list by alternately striking three (3) names each, thus
1516 leaving the seventh who shall be the impartial arbitrator. The parties shall
1517 then promptly notify the FMCS and the selected arbitrator of his selection
1518 and shall confer about appropriate dates for the hearing(s).
- 1519 3. Powers and Authority of the Arbitrator - It shall be the function of
1520 the arbitrator, and he shall be empowered, except as his powers are
1521 limited below, after due investigation, to make a decision in cases of
1522 alleged violation of the specific articles and sections of this Agreement.
1523 The arbitrator shall have no power to change any policy, or rule of the
1524 Board, nor to substitute his judgment for that of the Board as to the

1525 reasonableness of such policy or rule. The arbitrator shall not have the
1526 authority to add to, subtract from, disregard, alter or modify any of the
1527 terms of this Agreement. If either party disputes the arbitrability of any
1528 grievance under the terms of this Agreement, the arbitrator shall be
1529 presented with and decide that issue at the outset of the hearing and shall
1530 decide if the grievance is arbitrable, subject to judicial review in
1531 accordance with law. The arbitrator may hear more than one (1)
1532 grievance at a time by mutual consent of the parties.

1533 4. Hearing - In all disciplinary cases at arbitration, the Board shall
1534 have the burden of proof by clear and convincing evidence. In all
1535 nondisciplinary cases at arbitration, the grievant and/or Union shall have
1536 the burden of proof by clear and convincing evidence. The hearing shall
1537 be considered an appellate process and conducted in accordance with the
1538 rules of the Federal Mediation and Conciliation Service.

1539 5. Decision and Award - The arbitrator shall issue a final and binding
1540 Decision and Award, subject only to appeal pursuant to applicable
1541 provisions of the law within thirty (30) days of the close of the hearing.
1542 The arbitrator's decision will be in writing and will set forth findings of fact,
1543 reasoning and conclusions on the issues submitted and, where permitted
1544 by law, may include a monetary award. The decision of the arbitrator in
1545 any case shall not require a retroactive wage adjustment in any other
1546 case.

1547 **Section 6 – Other Provisions.**

1548 A. The costs for all services of the arbitrator, and the complete and total cost
1549 of the arbitration process shall be borne by the non-prevailing party.

1550 B. The Union shall not be responsible for costs of the arbitrator or the
1551 arbitration process if the Union does not desire to carry a specific grievance to
1552 arbitration. In such case, the grievant(s) may proceed to arbitration
1553 independently, provided that the costs thereof are assumed by the grievant(s).
1554 The Union, however, shall be entitled to be present during the arbitration
1555 process.

1556 C. All employees shall have the right to meet with a Union representative
1557 during regular work hours with pay, for a period of time not to exceed one (1)
1558 hour where in the opinion of the grievant's immediate supervisor such access
1559 would not interfere with the duties or responsibilities of the persons involved and
1560 where the Union is investigating the facts to file or to pursue a grievance. Upon
1561 entering District property, Union representatives shall comply with the sign-
1562 in/sign-out procedures of the Board.

1563 D. All grievances may be processed during the grievant's regular work hours.
1564 In dealing with the processing of grievances, Union representatives shall be
1565 granted reasonable access to classified personnel during the working day where

1566 in the opinion of the grievant's immediate supervisor such access will not
1567 interfere with the duties or responsibilities of the persons involved.

1568 E. No reprisals shall be invoked against any party (or parties) for processing
1569 a grievance or participating in any way in the grievance procedure. Documents
1570 of any kind or form pertaining to the initiating, processing or settlement of any
1571 grievance shall be placed in a confidential file established solely for this purpose.
1572 Said confidential file shall be accessible to the Union and to the grievant(s).

1573 F. Any grievance arising under this Agreement shall be processed through
1574 the grievance procedures as outlined herein until resolution is reached or the
1575 grievance is withdrawn. A grievance may be withdrawn at any level but that
1576 same grievance may not be filed a second time.

1577 G. The filing of a grievance shall in no way interfere with the right of the
1578 Board to proceed to carry out its management responsibilities, subject to the final
1579 decision of the grievance.

1580 H. Any grievance that arose prior to the effective date of this Agreement shall
1581 not be processed.

1582 **Section 7 – Back Pay.**

1583 In any case where an individual grievant or several grievants are found by the
1584 arbitrator to be entitled to back pay, the amount of back pay awarded shall not
1585 be reduced by compensation earned by the grievant from the grievant's "normal"
1586 second job during the period of time he was on suspension or discharge.

ARTICLE 15 JOB DUTIES

1587 A. The Union agrees that it is the Board's right to prepare and maintain job
1588 descriptions for all employees. The job descriptions include qualifications and an
1589 outline of typical job duties. It is understood by the parties that incidental duties
1590 connected with the functions listed in the job description are not specifically
1591 described. This does not preclude the requirement of performance by
1592 employees of related duties.

1593 B. Nothing in a job description is intended or shall be construed so as to
1594 concede to any employee the right to refuse to follow instructions or orders. It is
1595 understood between the parties that employees will normally be assigned duties
1596 that are consistent with their job descriptions.

1597 C. It is understood by the parties that employees may, from time to time, be
1598 assigned to duties outside of their job description, including, but not limited to:

1599 1. Covering emergency, as stated in Article 2, Definitions, situations; or,

1600 2. Filling a temporary operational need of the school district; or,

1601 3. Receiving job-related training that will support and enhance skills.

1602

1603 D. The Board agrees to bargain with the Union the impact of changes it
1604 seeks to make in current job descriptions or when the Board creates new job
1605 classifications.

ARTICLE 16 LAY-OFFS

1606 Section 1 – Lay-off.

1607 A. A lay-off shall be defined as a reduction in force in a given administrative
1608 unit.

1609 B. The Board's designee shall confer with the Union's designee at least sixty
1610 (60) days prior to the proposed effective date of a reduction in force of
1611 bargaining unit employees.

1612 C. In the event it becomes necessary to lay-off employees, employees shall
1613 be laid off in the inverse order of their seniority.

1614 Section 2 – Bumping Rights.

1615 When an employee receives a notice of lay-off, he shall be permitted to exercise
1616 his seniority rights to bump (replace an employee with less seniority). Such
1617 employee, if he so desires, may bump any employee in an equal or lower pay
1618 classification provided the bumping employee has greater seniority than the
1619 employee being bumped and also provided that the bumping employee has the
1620 skill, ability and qualifications required to perform the job.

1621 Section 3 – Recall Rights.

1622 All laid off employees shall be notified and recalled in inverse order of their lay-
1623 off, provided they have the skill, ability and qualifications required to perform the
1624 job. New employees shall not be hired into positions for which there are qualified
1625 laid off employees. Seniority shall be terminated if the laid off employee fails to
1626 report for work within fifteen (15) days of recall from lay-off. Notice of recall for
1627 this purpose shall be deemed sufficient if delivered to the employee personally or
1628 if the employee is notified by registered mail at his last known address on file at
1629 the Board. It shall be the employee's duty to ensure that the Board has current
1630 information regarding his place of residence and telephone number.

ARTICLE 17 LEAVES

1631 Section 1 – Definition: Leave of Absence of Non-instructional Personnel.

1632 A leave of absence constitutes permission granted by the School Board or by the
1633 District policies for an employee to be absent from duty for a specified period of
1634 time with the right to return to employment upon the expiration of leave.

1635 Section 2 – General Provisions.

1636 A. Any absence of a non-instructional staff member from duty shall be
1637 covered by leave duly authorized and granted. Leave shall be officially granted
1638 in advance and shall be used for the purposes set forth in the leave application.
1639 Any request for leave to be granted retroactively shall be denied. Leave for
1640 sickness or other emergencies shall be granted in advance if prompt report is
1641 made to the proper authority. No leave, except military leave, and
1642 maternity/parental leave, shall be granted for a period in excess of one (1) year
1643 or any period of time beyond the current contractual period. Leave may be with
1644 or without pay as provided by Florida Statutes, State Board of Education Rules,
1645 and School Board Rules. For any absence that is without pay, the deduction for
1646 each day of absence shall be determined by dividing the annual salary by the
1647 number of required service days.

1648 B. An employee on maternity/parental or military leave shall return to the
1649 position in which he left unless conditions are otherwise set forth on the leave
1650 request form.

1651 C. A leave application shall be filed in writing and in advance on the form
1652 prescribed by the School Board and shall be directed to the School Board. The
1653 application shall be submitted by the employee to his immediate administrative
1654 supervisor for approval.

1655 D. Leave shall be used for the purpose(s) set forth on the leave application. If
1656 the leave conditions change, the employee shall file an amendment to the
1657 application to meet the new conditions(s). If the School Board approves the
1658 amendment to the leave, the new condition(s) shall apply and the leave shall
1659 remain in effect.

1660 E. An employee who violates the terms of the leave application shall have the
1661 leave terminated and shall be subject to termination of his employment.

1662 F. Any employee who files a false leave application shall forfeit all
1663 compensation during the time of his absence and shall be subject to dismissal
1664 from employment by the School Board.

1665 G. Leave shall be scheduled to cause a minimum disruption of the school
1666 program.

1667 H. Non-instructional staff members who expect to be absent from duty for any
1668 cause shall notify his administrative supervisor or designee at the earliest
1669 possible time. Notice of absence shall always be in advance of the absence
1670 unless conditions beyond the control of the employee deem it impossible.

1671 I. In an extreme emergency, the immediate administrative supervisor may
1672 authorize the absence of an employee with or without pay for a period not to
1673 exceed two (2) days each school fiscal year. Such leave shall be reported
1674 immediately to the Superintendent.

1675 J. Any non-instructional staff member who is willfully absent from duty without
1676 leave shall forfeit compensation for the time of the absence and shall be subject
1677 to dismissal from employment by the School Board.

1678 **Section 3 – Illness-In-Line-of-Duty Leave for Non-instructional Personnel.**

1679 A. A non-instructional staff member shall be entitled to a maximum of ten
1680 (10) days of illness-in-line-of-duty leave each school fiscal year except as
1681 specified in item B below. This leave shall be used when he is unable to perform
1682 duties because of personal injury in the discharge of duties or from a contagious
1683 or infectious disease contracted in his work. Such leave shall be noncumulative
1684 from year to year and when approved by the Superintendent or designee shall
1685 be used before charging any absence to regular accrued sick leave. The
1686 following conditions shall be met.

1687 1. The immediate administrative supervisor or Superintendent shall
1688 be notified as soon as the illness or injury occurs in accordance with
1689 directives from the Bureau of Worker's Compensation and the District.

1690 2. For the period in which the illness or injury occurred, the employee
1691 shall file a written claim signed by the principal or the immediate
1692 administrative supervisor for attachment to the payroll report.

1693 3. In case of injury, a certificate from a physician licensed by the state
1694 of Florida shall be required. For a claim relating to a contagious or
1695 infectious disease, the employee shall file a statement from a licensed
1696 physician certifying that beyond a reasonable doubt the contagious or
1697 infectious disease was contracted while the employee was actually
1698 engaged in the performance of his duties.

1699 4. After determining that the claim is valid and factual, the School
1700 Board shall approve the leave.

1701 5. Any worker's compensation payment shall be in accordance with
1702 the School Board Rule 6.543 entitled "Illness-Or-Injury-In-Line-Of-Duty
1703 Leave."

1704 B. Any person who is granted leave as provided herein and who has used
1705 the ten (10) days as provided by Florida Statutes, may be granted additional
1706 leave by action of the School Board as hereinafter prescribed. The employee
1707 shall:

1708 1. File a certificate signed by a licensed physician designated by the
1709 School Board, stating that the employee is unable to return to duty
1710 because of the injury or illness for which the initial leave was granted;

1711 2. Agree to file a medical report at such intervals as the
1712 Superintendent may direct to show that the employee is unable to perform
1713 his duties;

1714 3. Not engage in any type of work for which he will receive
1715 remuneration; and,

1716 4. Be allowed additional illness-in-line-of-duty leave as determined by
1717 the School Board, provided that the person is under employment during
1718 the time of such leave and compensation and requirements are met.

1719 **Section 4 – Jury or Witness Duty.**

1720 A non-instructional staff member who is under subpoena for jury duty, is under
1721 subpoena as a witness in connection with his official duties, or is in court action
1722 in which he is not a party of the litigation during the time he is engaged in regular
1723 duties, shall upon application be assigned line-of-duty/temporary duty elsewhere
1724 leave. If the application is approved, he shall receive his regular salary. All
1725 applications under this rule shall be endorsed by the non-instructional staff
1726 member's administrative supervisor and submitted to the Superintendent for
1727 approval or disapproval.

1728 **Section 5 – Maternity/Parental Leave.**

1729 A. A full-time non-instructional employee who is an expectant mother at the
1730 beginning of the school year or who becomes pregnant during the school year
1731 shall be granted maternity/parental leave as provided herein. When the
1732 employee determines that she is pregnant and wishes to take parental leave,
1733 she may file with the Superintendent a written application for leave with an
1734 attached statement from the attending physician stating the expected date of
1735 birth of the child. If possible, the effective date for the suspension of services
1736 shall be mutually agreed to by the employee and her immediate administrative
1737 supervisor. Such decisions shall be based on, but not limited to, physical
1738 condition, effectiveness in performing her assigned duties, availability of a
1739 satisfactory replacement, term of service required for credit for a year of service,

1740 and the recommendations of the attending physician. The immediate
1741 administrative supervisor shall determine and inform the employee as to the
1742 number of days or hours of service required for her to receive credit for a year of
1743 service for salary purposes during the school year. When a mutually acceptable
1744 date for the initiation and termination of leave cannot be achieved, the leave for a
1745 non-instructional staff member shall commence on a date determined by the
1746 employee in consultation with her physician and shall terminate upon certification
1747 of the physician that she is physically capable of performing assigned duties.

1748 B. Maternity/Parental leave may be granted for the balance of the school
1749 year in which the baby is born or adopted and one (1) succeeding school year
1750 subject to reapplication of leave pursuant to School Board Rules. A non-
1751 instructional staff member on maternity/parental leave may substitute in the
1752 District during such leave.

1753 C. Any non-instructional employee on maternity/parental leave for the
1754 remainder of a school year or for the entire school year, who, on expiration of
1755 leave, wishes to return to duty at the beginning of the next school year, shall
1756 notify the Superintendent in writing by no later than April 1.

1757 **Section 6 – Military Leave of Non-instructional Personnel.**

1758 A. Military leave shall be granted to employees who are members of the
1759 armed services and its reserve components in compliance with the Uniformed
1760 Services Employment and Reemployment Rights Act (USERRA).

1761 B. An employee granted military leave for active duty shall, be returned to
1762 employment in compliance with the Uniformed Services Employment and
1763 Reemployment Rights Act (USERRA).

1764 C. Compensation allowed during military leave shall not exceed seventeen
1765 (17) days as provided in Section 115.07, Florida Statutes.

1766 D. An employee who enters active military service shall be governed by the
1767 provisions of Sections 115.09, 115.14, 121.111, and 250.341, Florida Statutes,
1768 for military leave.

1769 **Section 7 – Sick Leave for Non-instructional Personnel.**

1770 A. Any non-instructional staff member employed on a full-time basis shall be
1771 credited with four (4) days of sick leave at the end of the first month of
1772 employment of each contract year. Thereafter, non-instructional personnel shall
1773 accrue one (1) day of sick leave credit at the end of each month of employment.
1774 However, each non-instructional staff member shall be entitled to earn no more
1775 than one (1) day of sick leave times the number of months of employment during
1776 the year of employment. Sick leave shall not be used prior to the time it is
1777 earned and credited to the employee. Such leave is cumulative from year to
1778 year without a limit on the number of days that may be accrued. Such leave

1779 shall be taken only when the person is unable to perform his duty because of
1780 personal illness, temporary physical disability, or illness or death of father,
1781 mother, sister, brother, husband, wife, child, or other close relative or member of
1782 his household. Any leave charged against accrued sick leave shall be with full
1783 compensation.

1784 B. Claim for sick leave shall be filed through the immediate administrative
1785 supervisor to the Superintendent after the employee returns to duty. The claim
1786 shall be in writing and shall set forth the days absent. It shall be duly signed by
1787 the claimant certifying that the facts are true and correct and that the claim is
1788 valid and legal. The Superintendent may require a certificate of illness from a
1789 physician licensed by the state of Florida or from the County Health Officer. No
1790 employee shall receive compensation for work until such requirement has been
1791 met. A false claim for sick leave shall be deemed grounds for termination of the
1792 employee.

1793 C. A non-instructional staff member who has used all accrued sick leave, but
1794 who is otherwise entitled to sick leave shall be granted sick leave without pay.
1795 The claim for such sick leave shall clearly state the leave is without
1796 compensation. An application for sick leave due to extended illness shall have
1797 attached a statement from a physician, licensed by the state of Florida, certifying
1798 that such leave is essential and indicating the probable duration of the illness
1799 and the needed leave.

1800 D. All unused, accumulated sick leave accrued by any non-instructional
1801 personnel in other Florida school districts or state educational agency shall be
1802 accepted by this District upon employment. The transferred sick leave that is
1803 credited to an employee's account shall not exceed the amount or rate earned
1804 during employment in the District. It is the employee's responsibility to contact
1805 other school district(s) or agency(ies) to request a transfer of sick leave.

1806 E. Previous accrued sick leave shall become valid on the first day of
1807 contractual service if a non-instructional staff member employed in the District
1808 interrupts service and subsequently returns to duty in the District without having
1809 transferred and used his accrued sick leave credit in another Florida school
1810 district. When a non-instructional staff member retires and receives terminal pay
1811 benefits based on unused sick leave all unused sick leave credit shall become
1812 invalid.

1813 F. Any non-instructional staff member who is applying for maternity/parental
1814 leave has the option of charging all or part of the days against his accrued sick
1815 leave.

1816 G. Employees who work more than one hundred and ninety six (196) days a
1817 school fiscal year shall earn one (1) day of sick leave for each twenty (20) days
1818 of employment. Those working less than twenty (20) days beyond the one
1819 hundred ninety six (196) days shall earn one (1) day of sick leave if employed for
1820 a minimum of thirteen (13) days.

1821 H. A classified employee, normally employed for ten (10) months, who works
1822 a minimum of twenty (20) days during the summer school program will accrue
1823 one (1) day of sick leave. A ten (10) month classified employee who works in the
1824 summer school program for the six (6) week term shall accrue one (1) day of sick
1825 leave.

1826 I. These conditions shall apply to sick leave accrual.

1827 1. Employment prior to the sixteenth (16th) of any month shall permit
1828 the month to be counted as a full month of employment.

1829 2. Termination of employment after the fifteenth (15th) of any month
1830 shall permit the month to be counted as a full month of employment.

1831 3. An employee shall be ineligible for sick leave accrual when he has
1832 taken more than eleven (11) workdays of leave without pay during a
1833 month unless he is on leave from illness-in-line-of-duty.

1834 4. An employee who resigns before completing a full month of
1835 employment shall be ineligible for sick leave.

1836 5. An employee who is drawing from the Sick Leave Bank as provided
1837 herein shall not accrue sick leave.

1838 **Section 8 – Sick Leave Bank.**

1839 Any usage of the Sick Leave Bank shall be governed by School Board Policy
1840 6.911.

1841 The SEIU will be represented on the Sick Leave Bank joint policy committee for
1842 the purpose of providing input into the Sick Leave Bank policy. The joint policy
1843 committee will be created pursuant to Article 9 – Joint Committees.

1844 **Section 9 – Personal Leave of Non-instructional Personnel.**

1845
1846 A. Personal Leave - Non-instructional staff members shall be granted six (6)
1847 days of personal leave with compensation each school fiscal year for personal
1848 reasons. Personal leave shall be charged against accrued sick leave and shall
1849 not be cumulative from year to year. Except for emergency or unforeseen
1850 situations, personal leave requests shall be given to the immediate
1851 administrative supervisor at least three (3) days in advance of the date that the
1852 employee desires to be absent from his duties. Requests submitted after the
1853 notice period may be denied if adequate arrangements for coverage of the
1854 employee's duties cannot be accomplished. Employees may not take more than
1855 three (3) consecutive days of personal leave, without prior approval of the
1856 Superintendent or designee.

1857 B. Personal Leave for Other Reasons - The Superintendent is authorized to
1858 approve personal leave without pay for non-instructional staff members for a
1859 period not to exceed ten (10) days of any school fiscal year. Any leave in excess
1860 of ten (10) consecutive days shall be approved by the School Board. Such
1861 request shall be considered on an individual basis and the School Board's
1862 decision shall take into consideration the best interest of the employee and the
1863 general welfare of the District School System.

1864 C. Leave for Political Campaigning - A non-instructional staff member who
1865 files for election to a political office shall submit a leave application when he
1866 desires personal leave for political reasons. The School Board may grant a
1867 maximum of thirty (30) days of personal leave without compensation for political
1868 campaigning.

1869 D. Extended Personal Leave - Non-instructional staff members who have
1870 three (3) or more years of continuous service in the District may be granted one
1871 (1) year of leave for personal reasons as specified on the leave application;
1872 however, reemployment is not guaranteed. Consecutive leaves of absence for
1873 personal reasons shall not be granted by the School Board.

1874 **Section 10 – Vacation Leave of Non-instructional Personnel.**

1875 A. Non-instructional staff members who are employed on a minimum 240-
1876 day contract, may accrue vacation leave, exclusive of holidays, with
1877 compensation as follows:

1878 1. One (1) day per month cumulative to twelve (12) days per year for
1879 less than five (5) years of continuous service in the District.

1880 2. One and one-quarter (1 1/4) days per month cumulative to fifteen
1881 (15) days per year for five (5) years or more of continuous service in the
1882 District.

1883 3. One and one-half (1 1/2) days per month cumulative to eighteen
1884 (18) days per year for ten (10) years or more of continuous service in the
1885 District.

1886 The term "continuous" as used in Subsection (1) herein means an employee who
1887 has rendered uninterrupted service to the School Board in a twelve (12) month
1888 position or job. Provided, however, individuals who previously rendered full-time
1889 continuous service in a ten (10) or eleven (11) month contractual position shall
1890 be considered as having continuous service when determining creditable service
1891 for vacation leave.

1892 B. Vacation leave shall accrue at the close of each month and shall not
1893 exceed thirty (30) working days as of November 1st of each year; any days in
1894 excess of the thirty (30) days shall be forfeited as of November 1st of each year.

1895 C. Vacation leave may be granted upon the written application of the
1896 employee and with the prior approval of the employee's immediate administrative
1897 supervisor. Vacation leave shall be scheduled for minimum disruption of the
1898 school program.

1899 D. Vacation leave may be granted the first month after accrual.

1900 E. Accrued vacation leave may be used in lieu of other types of leave with
1901 the immediate administrative supervisor's approval.

1902 F. These conditions shall apply to vacation leave accrual.

1903 1. Employment prior to the sixteenth (16th) of any month shall permit
1904 the month to be counted as a full month of employment.

1905 2. Termination of employment after the fifteenth (15th) of any month
1906 shall permit the month to be counted as a full month of employment.

1907 3. An employee shall be ineligible for vacation leave accrual when he
1908 has taken more than eleven (11) workdays of leave without pay during a
1909 month unless he is on leave from illness-in-line-of-duty.

1910 4. An employee who resigns before completing a full month of
1911 employment shall be ineligible for vacation leave.

1912 5. An employee who is drawing from the Sick Leave Bank as provided
1913 herein shall not accrue vacation leave.

1914 G. Any non-instructional staff member who transfers from a twelve (12)
1915 month position to less than a twelve (12) month position in the District or
1916 terminates employment shall receive pay for vacation leave credited to him at the
1917 time of transfer or termination provided he has been employed for twelve (12)
1918 months.

1919 **Section 11 – Approval of Leave for Non-instructional Personnel.**

1920 A. All requests for leave shall be submitted on the proper District form and
1921 shall be approved in accordance with these procedures. Any leave for an
1922 extended period of time or that is not explicitly covered herein shall be submitted
1923 to the School Board for its consideration.

1924 1. The following types of leave require the School Board's approval:

1925 a. Extended sick leave in excess of ten (10) consecutive
1926 unpaid days;

1927 b. Maternity/Parental Leave;

- 1928 c. Military leave in excess of seventeen (17) days;
- 1929 d. Unpaid personal leave in excess of ten (10) consecutive
- 1930 days;
- 1931 e. Illness-in-the-line-of-duty leave in excess of ten (10) days;
- 1932 and,
- 1933 f. Leave to seek political office;
- 1934 g. Any compensated leave in excess of ten (10) consecutive;
- 1935 days.
- 1936 h. Family and Medical Leave.
- 1937 2. The Superintendent or designee is authorized to grant the following
- 1938 types of leave or duty assignment:
- 1939 a. Sick leave or unpaid sick leave not to exceed ten (10) days;
- 1940 b. Personal leave chargeable to sick leave;
- 1941 c. Unpaid personal leave not to exceed ten (10) consecutive
- 1942 days;
- 1943 d. Vacation leave;
- 1944 e. Jury duty assignment;
- 1945 f. Military leave not to exceed seventeen (17) days;
- 1946 g. Witness duty absence; and,
- 1947 h. Line-of-duty/temporary duty elsewhere leave.

1948 **Section 12 – Family and Medical Leave.**

1949 A. The Board will provide Family and Medical Leave to qualified employees
 1950 pursuant to the provisions of The Family and Medical Leave Act (FMLA of 1993).
 1951 The rules listed below generally outline the procedures for carrying out said
 1952 leaves. The rule authorizes the Superintendent to create and carry out all
 1953 procedures necessary to implement this policy and The Family and Medical
 1954 Leave Act of 1993.

1955 **RULES:** Federal Regulations, Part 825 of the Code of Federal Regulations, Title
 1956 29, US Department of Labor, Employment Standards Administration, Wage and
 1957 Hour Division.

1958 1. A leave of absence under this policy shall be granted for a total of
1959 no more than twelve (12) weeks during any school year (July - June) for
1960 one (1) of the following reasons:

1961 Family Leave:

1962 a. Birth of a son or daughter of the employee and in order to
1963 care for such son or daughter.

1964 b. Placement of a son or daughter with the employee for
1965 adoption or foster care.

1966 Medical Leave:

1967 c. Care for a spouse, or a son, daughter or parent of the
1968 employee, if such spouse, son, daughter or parent has a serious
1969 health condition.

1970 d. A serious health condition that makes the employee unable
1971 to perform the functions of the position of such employee.

1972 2. For purposes of this policy, an "eligible employee" means an
1973 employee who has been employed (F.R. 825.110):

1974 a. For at least twelve (12) months by the Board; and

1975 b. For at least 1,250 hours of service with the Board during the
1976 previous twelve (12) month period immediately preceding the start
1977 of the leave.

1978 3. A husband and wife who are employed by the Board are permitted
1979 to take only a combined total of twelve (12) workweeks if the leave is
1980 taken for the following circumstances: (1) for birth of a son or daughter or
1981 to care for the child after birth; (2) for placement of a son or daughter for
1982 adoption or foster care, or to care for the child after placement; or (3) to
1983 care for a parent (but not a parent 'in-law') with a serious health condition
1984 (F.R. 825.202).

1985 4. For the duration of FMLA leave, the Board shall maintain the
1986 employee's group health coverage. Employees who pay a portion of their
1987 premium and who pay for dependent insurance and other types of Board
1988 offered insurance coverage must make arrangements before going on
1989 leave to make direct premium payments during a period of unpaid FMLA.
1990 If the employee fails to return to work after the expiration of the leave, or
1991 an extension of leave for the same or related purpose, the employee will
1992 be required to reimburse the Board for payment of health insurance
1993 premiums during the family or medical leave, unless the reason the
1994 employee fails to return is the presence of a serious health condition that

1995	prevents the employee from performing his job or circumstances beyond the employee's control (F.R. 825.213).
1996	
1997	5. Employees who wish to take Family Leave as outlined in rule number one above, subsections (a) and (b), must ordinarily provide the employer with not less than thirty (30) calendar days written notice, if foreseeable, before the date the leave is to begin; if the date of the birth or placement of a child requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as is practicable (F.R. 825.100; 825.302).
1998	
1999	
2000	
2001	
2002	
2003	
2004	6. Employees who wish to take Medical Leave as outlined in rule number one above, subsections (c) and (d), should consult with employers when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the health care provider (F.R. 825.302; 825.303).
2005	
2006	
2007	
2008	
2009	7. Family leave as outlined in rule number one above, subsections (c) and (d) may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may temporarily place the employee in an alternative position that better accommodates intermittent leave (F.R. 825.203; 825.204).
2010	
2011	
2012	
2013	
2014	
2015	8. FMLA is requested, the employee has the option to use his accrued paid vacation leave, paid sick leave, paid personal leave, sick leave bank, if eligible, or unpaid leave prior to the utilization of the Family and/or Medical Leave.
2016	
2017	
2018	
2019	9. The Board shall require a medical certification from eligible employees who request Family Medical Leave under the FMLA. Employees must provide such certification in a timely manner (F.R. 825.305).
2020	
2021	
2022	
2023	10. Upon return from FMLA, the affected employee shall be returned to the position held at the commencement of the leave, if such position exists, or to a position of similar status. This shall be done in accordance with the established School Board policies, practices and collective bargaining agreement.
2024	
2025	
2026	
2027	
2028	11. The employee is not eligible to collect unemployment compensation or worker's compensation while on Family or Medical Leave.
2029	
2030	
2031	12. The Board authorizes the Superintendent to develop and implement procedures to carry out this policy, to carry out the FMLA and to carry out the applicable US Department of Labor Regulations.
2032	
2033	

2034 **Section 13 – Line-of-Duty/Temporary Duty Elsewhere Leave.**

2035 A. A non-instructional staff member may be assigned temporarily to duties
2036 other than his regular duties and place of employment to perform educational
2037 services such as participation in school surveys, professional meetings, study
2038 courses, workshops and other similar assignments. Assignment to temporary
2039 duty shall originate generally from the Superintendent or the employee's
2040 immediate administrative supervisor and shall be considered equal to the regular
2041 duties of the employee. All off-campus activities that are school-sponsored and
2042 require student supervision shall require line-of-duty leave.

2043 B. All requests for assignment to temporary duty shall be approved in
2044 advance by the Superintendent or the employee's immediate administrative
2045 supervisor except under emergency conditions. The employee shall receive his
2046 regular salary and may be provided expenses as specified by Florida Statutes
2047 and School Board Rules.

ARTICLE 18 PROMOTIONS AND TRANSFERS

2048 Section 1 – Vacancies.

2049 A. A vacancy shall be defined as a newly created bargaining unit position or
2050 a position that has been vacated by an employee, provided the position has not
2051 been eliminated.

2052 B. Whenever a vacancy occurs, a notice of the vacancy shall be posted to
2053 the district's on-line application. For the first two (2) days of the posting, the
2054 vacancy will only be visible to current employees through their individual online
2055 application account. The notice shall include the following information: job title,
2056 a link to the job description, pay grade, work site location, name of supervisor
2057 and qualifications for the job (based on the job description), and deadline for
2058 submitting an application for the vacant position. The notice shall be posted for
2059 to the district's Intranet and Internet at least four (4) workdays with the same
2060 information listed above. While the interviewing process may begin prior to the
2061 deadline for submitting applications, a candidate shall not be hired until such
2062 deadline has passed.

2063 C. To apply for a vacancy, current District employees shall complete the
2064 current employee application located on the application system of the Lake
2065 County School website. The five senior District employees who apply and who
2066 are qualified will be interviewed.

2067 Section 2 – Selection.

2068 A. The Board shall give preference to applicants from within the school
2069 system provided such applicants meet the advertised qualifications including
2070 proper skills and abilities. The Board retains the right to solicit outside applicants
2071 and to determine whether or not any applicant is qualified for the job advertised.

2072 B. In selecting the successful candidate from among equally qualified School
2073 District employees, the employee with the greatest district-wide seniority shall be
2074 selected to fill the vacancy.

2075 C. Employees who are not selected shall have the right to discuss the
2076 reasons for their non-selection with the Board representative who made the
2077 decision, and shall have the right to the presence of a Union steward at such
2078 meeting. Also, every interviewed applicant will be notified even if they are not
2079 selected.

2080 **Section 3 – Promotions, Demotions, and Transfers.**

2081 A. Definitions:

2082 A promotion shall be defined as the movement of an employee from one
2083 job classification to another job classification that carries a higher pay
2084 grade.

2085 A lateral transfer shall be defined as the movement of an employee to a
2086 different job classification with the same pay grade and/or the movement
2087 of an employee within the same job classification and pay grade to a
2088 vacancy at a different work location.

2089 Involuntary transfer shall be defined, for example, as changes due to
2090 staffing models, reorganization, allocations, and reduction in force.

2091 Demotion shall be defined as the movement of an employee to a lower
2092 pay grade due to disciplinary action.

2093 B. Employees promoted to a position in a higher job classification covered by
2094 this Agreement shall immediately have their current base rate of pay increased
2095 based upon the percent difference between the midpoints of the current and the
2096 newly assigned pay grade as follows.

2097 An employee who is promoted or transferred to a higher pay grade will move
2098 laterally across the pay table to determine the new wage rate. Under no
2099 circumstance will the employee's promotional base rate of pay exceed the new
2100 pay grade maximum.

2101 C. If any employee is demoted during the school year, the employee's salary
2102 shall remain the same for the remainder of the contract year. To determine the
2103 new wage rate for the following year, the employee will move laterally to the
2104 lower pay grade. If the demoted employee's salary is higher than the maximum
2105 rate of the pay grade into which he is moving, the employee's new wage rate will
2106 be the maximum of the new pay grade.

2107 D. In cases in which an employee voluntarily accepts a job whether during
2108 the school year or during the summer-time employment period at a lower pay
2109 classification, the employee's new wage rate shall be calculated as provided for
2110 in Subsection C in Section 3 – Promotions, Demotions and Transfers.

2111 E. Seniority, as defined in ARTICLE 20 of this *Agreement*, shall be used to
2112 determine the new wage rate of an employee who moves to a job classification
2113 that changes his/her pay grade. Seniority shall be the employee's length of
2114 continuous service in the school district. Seniority shall be district-wide.

ARTICLE 19 SAFETY AND HEALTH

2115 Section 1 – Safe Workplace.

2116 A. The Board shall be responsible for providing a safe work place for every
2117 employee. Employees shall be responsible for complying with safety practices
2118 and procedures and for reporting all unsafe conditions, facilities or equipment of
2119 which he is aware.

2120 B. Employees shall not be required to work under unsafe or hazardous
2121 conditions or to perform tasks that endanger their health, safety or well-being.
2122 No employee shall be disciplined for refusal to perform work that poses an
2123 imminent danger to life or serious physical harm to himself.

2124 C. Whenever the Board provides employees with approved safety
2125 equipment, supplies and clothing, including, but not limited to, protective clothing,
2126 shoes, work gloves, safety helmets, masks and safety glasses, without charge to
2127 employees, employees shall use the equipment and clothing. Such equipment
2128 and clothing shall be replaced by the Board, at its expense, when worn out.
2129 Employees must return the worn out clothing and equipment to the Board. Upon
2130 separation from employment by the Board, all such safety equipment, supplies
2131 and clothing shall be returned by the employee to the Board. Employees shall
2132 not use Board owned equipment, supplies and clothing for personal employment
2133 and jobs outside the jurisdiction of the Board.

2134 Section 2 – Notice.

2135 A. The Board shall notify all affected employees of hazardous substances
2136 present in the workplace, in accordance with applicable federal and state laws.

2137 B. All on-the-job accidents and injuries must be reported to the employee's
2138 immediate supervisor or designee who shall report the incident to the risk
2139 manager immediately. All assaults on employees shall promptly be reported to
2140 the employee's immediate supervisor.

2141 C. Employees shall be notified of the presence of communicable diseases in
2142 the workplace in accordance with state and local laws. The Board shall provide
2143 in-service instruction in hygienic practices and management to employees
2144 coming into contact with such communicable diseases.

2145 2146 Section 3 – Workplace Safety Committees.

2147 A. In order to promote health and safety in places of employment in the Lake
2148 County School District, the Union and the Board agree that a workplace safety
2149 committee shall be formed at each school and departmental worksite in the
2150 District. The committee shall be governed by Section 442.012, F.S. The goal of

2151 the committee shall be to reduce the occupational hazards confronting classified
2152 employees.

2153 The Union shall appoint no more than four (4) representatives to each school
2154 committee. The Union shall appoint no more than two (2) representatives to
2155 each departmental safety committee. One of the worksite administrators shall
2156 be a member of each committee. Management may also appoint an additional
2157 employee who is not included in the bargaining unit.

2158 Committee activities shall include, but are not limited to, examining records;
2159 investigating workplace accidents, safety related incidents, illnesses and deaths;
2160 conducting workplace inspections; conducting surveys of workers; conducting
2161 employee interviews; determining health and safety training needs; and, making
2162 recommendations to reduce the occupational risks confronting classified
2163 employees. Bargaining unit employees who are appointed to the committees
2164 shall be compensated their regular hourly wage while engaged in workplace
2165 safety committee training, meetings or other duties belonging to the committee
2166 as prescribed by law.

2167 B. It is further agreed that a district-wide committee shall be formed and
2168 scheduled to meet quarterly to assist the site based committees. The Union
2169 shall appoint six (6) bargaining unit employees and management shall appoint
2170 six (6) employees who are not from the bargaining unit. This joint committee
2171 shall operate under the guidelines of ARTICLE 9 – Joint Committees in this
2172 *Agreement*.

2173 **Section 4 – Use of Tobacco Products.**

2174 A. In order to safeguard the health and safety of all employees in the Lake
2175 County School District, the Board and the Union agree that the use of all tobacco
2176 products shall be prohibited in all School Board facilities, on all School Board
2177 property and in all School Board vehicles. This language shall become effective
2178 immediately on January 1, 2000.

2179 B. An employee shall pay the cost of supplies, treatment and any additional
2180 therapy he needs to quit and/or to reduce his tobacco use.

2181 C. The Board agrees to provide bargaining unit employees with information
2182 about programs that are available to assist employees in their efforts to quit
2183 and/or reduce use of tobacco products. No expenses shall be incurred by the
2184 Board in this endeavor.

ARTICLE 20 SENIORITY

2185 Section 1 – Definition.

2186 An employee's seniority shall be his length of continuous service in the School
2187 District. Seniority shall be district-wide and in the event two (2) or more
2188 employees have the same date of hire, seniority shall be determined by the job
2189 start date that is the date on which an employee signed his appointment form
2190 upon initial employment in the District.

2191 Section 2 – Principles.

2192 The principles of seniority shall be observed during lay-offs, recalls and
2193 establishing work schedules by department of location, vacation selection,
2194 promotions and transfers as defined in specific articles of this Agreement.

2195 2196 Section 3 – Breaks in Service.

2197 The following events shall constitute a break in continuous service, and an
2198 employee shall lose all accumulated seniority rights:

2199 A. Resignation;

2200 B. Retirement;

2201 C. Discharge without reinstatement; and,

2202 D. Lay-off status, without recall, for more than one (1) calendar year.

2203 In the event an employee returns from lay-off status within one (1) calendar year,
2204 his seniority shall be bridged, that is, he shall be credited with the seniority
2205 earned up until the event occurred and shall begin earning seniority again
2206 immediately upon return to work.

ARTICLE 21

SUBCONTRACTING

2207 The Board reserves the right to contract out bargaining unit work while
2208 recognizing the Union's obligation to preserve the bargaining unit employees'
2209 jobs. Should contracting out occur such that it displaces regular, bargaining unit
2210 employees currently on the payroll, the Board agrees to notify the Union within
2211 sixty (60) days before the request to subcontract services is released. Any
2212 employees who will be displaced by the contracting out of services shall be
2213 notified and provided all the rights and privileges under this contract as outlined
2214 in Article 18 - Promotions and Transfers and Article 16 - Lay-offs. The Union
2215 reserves the right to bargain regarding the impact of subcontracting on
2216 bargaining unit employees and to appear before the Board and express its
2217 position.

ARTICLE 22

WORKDAY and RELATED MATTERS

2218 Section 1 – Workday/Work Year.

2219 A. To the extent required by law, the Board or its designee shall negotiate
2220 with the Union prior to making changes in current policies and practices
2221 regarding the length of the workday, the length of the work year, the list of school
2222 holidays, the length and pay for break times, and, the beginning and ending
2223 times of shifts.

2224 B. Breaks: Break periods are a part of the paid workday. Break periods are
2225 not cumulative and shall not be used to extend the lunch period or to shorten the
2226 workday unless mutually agreed by the employee and supervisor.

2227 1. Employees who work four (4) or more, but less than six (6),
2228 continuous hours shall receive at least one fifteen (15) minutes break
2229 period per day.

2230 2. Employees who work six (6) continuous hours per day or more
2231 shall receive two (2) break periods of fifteen (15) minutes each, one in the
2232 morning and one in the afternoon, and a half-hour (1/2 hour) unpaid, duty
2233 free lunch period.

2234
2235 3. Employees who work a four day ten hour work schedule shall
2236 receive two break periods of 20 minutes each and a half-hour (1/2)
2237 unpaid, duty-free lunch period.

2238 4. Employees who work directly with students shall be provided
2239 breaks as permitted by their duties.

2240 C. Bargaining unit employees shall be permitted to leave work thirty (30)
2241 minutes before the end of their regularly scheduled shifts on the day immediately
2242 preceding a holiday provided the employees have no mandatory work
2243 responsibilities. Bargaining unit employees shall suffer no reduction in pay on
2244 such days.

2245 D. A committee will be formed to research flex time.

2246 Section 2 – Reduction in Hours.

2247 A. A reduction in hours shall be defined as a reduction in the employee's
2248 scheduled work hours or a reduction in the number of days in an employee's
2249 work year. A reduction can occur during the work year or can occur from one
2250 work year to the next.

2251 B. If a reduction in employees' hours becomes necessary, the Board shall
2252 normally give affected employees thirty (30) days advance notice. Volunteers,
2253 who agree to reduced work hours, will be sought first. If there are no volunteers,
2254 the employee at the work location with the least seniority shall be given the
2255 reduction in hours.

2256 C. If a reduction in hours would result in an employee working less than four
2257 (4) hours a day, that employee shall be given the option of requesting a transfer
2258 to a vacancy in the same job classification and pay grade. An employee whose
2259 hours are reduced may request assistance in identifying positions available with
2260 the Board for which he is qualified and to which he may seek a transfer.

2261 **Section 3 – Reduction in Force.**

2262 An employee affected by reductions in units, reduction in force, or program
2263 termination who accepts a lower classification in lieu of lay off shall retain his
2264 current base rate of pay provided it does not exceed the maximum hourly rate of
2265 the newly assigned pay grade.

2266 If an employee's current rate of pay exceeds the maximum of the newly assigned
2267 pay grade, his rate of pay will be reduced to the new maximum on the Board
2268 approved effective date of the reduction in force.

ARTICLE 23 MISCELLANEOUS PROVISIONS

2269 Section 1 – Child Attendance.

2270 Employees shall have the right to place their children at the school where the
2271 employee works (so long as the child is properly suited for the school, using
2272 usual criteria such as grade levels and programs offered and as long as he
2273 meets the student assignment guidelines as adopted by the Lake County School
2274 Board). The Board will not provide special transportation, nor shall it be
2275 responsible for before- and after-school hour care in such cases.

2276 Section 2 – Facilities for Employees.

2277 A. Employees will be provided with an area or space in which to work. The
2278 nature of the area may vary depending upon local conditions. Areas designed
2279 for security shall be provided in this space or another space in the building, if
2280 possible.

2281 B. Within its ability, the Board shall make available in each work location a
2282 lunch area, break area, restroom and lavatory facilities and parking area
2283 exclusively for employee use.

2284 C. Telephones will be available to employees for reasonable use at all work
2285 sites. To the degree possible, employees shall be afforded privacy in use of the
2286 telephone. Employees shall not be required to post local telephone calls.
2287 Official school business shall take precedence over all other uses of the
2288 telephone. Messages may be received at the work site for employees. Incoming
2289 messages shall be received and noted as to date, time and name of sender and
2290 placed in the employee's mailbox, if any. Otherwise, or in case of emergency,
2291 messages shall be delivered to the employee upon receipt.

2292 Section 3 – Travel and Reimbursement.

2293 Authorized travel for employees of the Board shall be computed and paid
2294 according to the District mileage schedule. In all cases, documentation
2295 acceptable to the Board will be required for reimbursement.

2296 Section 4 – Job Description.

2297 The Board shall provide an employee a copy of his job description upon hire and
2298 each time it is modified.

2299 **Section 5 – No Strikes.**

2300 The Union agrees that neither it nor its members shall participate in a strike
2301 against the Board by instigating or supporting in any manner a strike. “Strike”
2302 means the concerted failure of employees to report for duty; the concerted
2303 absence of employees from their positions; the concerted stoppage of work by
2304 employees; the concerted submission of resignations by employees; the
2305 concerted abstinence in whole or in part by any group of employees from the full
2306 and faithful performance of the duties of employment for the purpose of inducing,
2307 influencing, condoning or coercing a change in the terms and conditions of
2308 employment or the rights, privileges or obligations of public employment, or
2309 participating in a deliberate and concerted course of conduct that adversely
2310 affects the services of the Board; the concerted failure of employees to report for
2311 work after the expiration of this Agreement; and picketing in furtherance of a
2312 work stoppage. The term “strike” shall also mean any overt preparation,
2313 including, but not limited to, the establishment of strike funds with regard to the
2314 above-listed activities.

2315 The Union further agrees that it will do everything in its power to prevent its
2316 members from engaging in a strike and that in the event a strike does occur, the
2317 Union will use all available means to effectuate a cessation of the strike activity.

2318 It is expressly agreed and understood that in the event of a strike the Board may,
2319 in addition to other remedies available to it under law, petition a court of
2320 competent jurisdiction for appropriate relief.

2321 **Section 6 – Copies of Agreement.**

2322 Copies of this Agreement entitled “Agreement Between the School Board of
2323 Lake County, Florida, and the Service Employees International Union, Local 8”
2324 shall be printed as follows: The Union shall be responsible for printing and
2325 distributing copies to bargaining unit employees. The Board shall be responsible
2326 for printing the number of copies that it deems necessary. The text of the actual
2327 Agreement shall be identical in content and format.

2328 **Section 7 – Waiver.**

2329 The parties acknowledge that during the negotiations that resulted in this
2330 Agreement each had the unlimited right and opportunity to make demands and
2331 proposals with respect to any subject or matter not removed from the area of
2332 collective bargaining, and that the understandings and agreements arrived at by
2333 the parties after the exercise of that right and opportunity are set forth in this
2334 Agreement.

ARTICLE 24 TRANSPORTATION

2335 Section 1 – Route Boards

2336 All lots must have a route board that is kept current with the bus number, driver's
2337 name, route number, school served, AM and PM leave time, return time and total
2338 hours of the route.

2339 Section 2 – Route Bidding

2340 A. Newly Created and Open Routes:

2341 1. Bus Drivers and Bus Assistants who meet the qualifications to drive
2342 or assist a bus for the School Board shall be eligible to bid on and drive or
2343 assist any route. Award of all regular routes shall be based on seniority.

2344 2. Normally, all newly created and open routes including mid-day and
2345 after school routes shall be posted within three (3) workdays in all bus
2346 compounds for bid for at least six (6) workdays. Bus Drivers and Bus
2347 Assistants shall bid on these openings by signing the bid sheet on or
2348 before the closing date listed on the posting. Routes shall be assigned to
2349 the bidding Bus Driver or Bus Assistant with the most Countywide
2350 seniority.

2351 3. All route postings shall include the designated bus compound, total
2352 daily hours, the schools served and the starting and ending times of the
2353 route.

2354 4. The successful bidder shall be notified of his or her selection, and
2355 be put in that position within three (3) workdays after the posting. Further,
2356 the successful bidder has six (6) workdays, or until the route has been
2357 filled, of driving or monitoring the route to accept or reject the route.

2358 B. Re-bid:

2359 If, from the end of an academic year to the start of the next academic year
2360 or at any time during a school year more than 50% of the route times
2361 change at a specific bus lot, all routes at that lot shall normally be re-bid
2362 within ten (10) working days. Bus Driver and Bus Assistant pay will be
2363 adjusted either downwards or upwards based on the route received.

2364 Section 3 – Field Trips

2365 A. All lots must have a field trip board that is provided by transportation and
2366 kept current with the names of Bus Drivers/Bus Assistant IIs taking field
2367 trips and trips noted for each day. Bus Driver and Bus Assistant II names

2368 will be listed by lot seniority. The symbols used on the boards posted at
 2369 the bus lots shall be:

2370 E = Emergency trip (no more than 24 hours notification)
 2371 R = Refused trip
 2372 C = Canceled trip
 2373

2374 E = Emergency trip is a trip that gives the driver no more than 24 hours
 2375 notification. Under normal circumstances, after utilizing the Field Trip
 2376 Board with an all call, the Lead may solicit a county-wide volunteer if the
 2377 all call does not secure a driver.

2378 R= Refused trip is a trip that is offered to a driver that doesn't interfere
 2379 with the driver's route time, cause the driver to go into overtime or is an
 2380 Emergency trip that the driver refuses. Refused trip will be noted as R =
 2381 date. If the driver accepts the trip and then refuses it, it will be charged as
 2382 a trip against the driver.

2383 C= Canceled trip is a trip canceled by the school and is noted as C = date.
 2384 The driver of a Canceled trip remains at the top of the field trip list for the
 2385 next available trip.

2386 B. All Bus Drivers or Bus Assistant IIs shall sign a form to indicate whether
 2387 he or she chooses or does not choose to take field trips. All Bus
 2388 Drivers/bus Assistant IIs shall sign up at their assigned bus lots. If a Bus
 2389 Driver/Bus Assistant II changes bus lots, he or she must sign a new form
 2390 at the newly assigned bus lot. It is the bus driver's/Bus Assistant II's
 2391 responsibility to follow this procedure. Lead Drivers will have the form
 2392 available.

2393 C. Any Bus Driver/bus Assistant II who elects to change his or her field trip
 2394 status must sign a form indicating the change.

2395 D. Each driver shall document his weekly hours. No driver shall exceed 40
 2396 hours of work per workweek without approval from the route manager.

2397 E. A field trip will be assigned a maximum of two (2) weeks before trip date.

2398 F. Field trips are assigned in the order they are received at the
 2399 Transportation Department. Trip requests do not arrive at the
 2400 Transportation Department in any date order.

2401 G. Bus Drivers shall not swap trips with other drivers under any
 2402 circumstances.

2403 H. Trips of short duration that require a driver to either drop-off or pick-up
 2404 students and that are less than the minimum of 1 $\frac{3}{4}$ of an hour in length

- 2405 including pre-trip clean-up shall not be counted as a field trip for that
2406 driver. Drivers shall be paid 1 $\frac{3}{4}$ hours at the driver's current hourly rate
2407 for such trips. Four (4) such trips in one month's time shall be equal one
2408 (1) trip for that driver. These trips shall be assigned as in K below.
- 2409 I. In the event a driver refuses a trip, the trip assignment sheet must be
2410 returned to the Lead Driver as soon as possible.
- 2411 J. Field Trip Distribution – The Transportation Department shall assign field
2412 trip hours among employees as equitably as is practical. In the absence
2413 of an emergency, field trips shall be offered in order, beginning with the
2414 employee at the top of the field trip_list. The offer of a field trip shall
2415 proceed to the next person on that list and so on. Refusal, of an offered
2416 field trip offered shall be considered as a field trip worked and that
2417 employee shall not be offered another field trip until (s)he is due in the
2418 rotation again. Under no circumstances shall a driver be paid for a
2419 refused field trip.
- 2420 K. An employee that is not on the appropriate field trip list shall not be
2421 offered a field trip unless an attempt to contact all employees on that list
2422 has been made and all contacted have refused.
- 2423 L. A list of all field trips including trips offered, refused and accepted shall be
2424 posted at each facility and kept current.
- 2425 M. Bus Drivers shall be paid at their regular rate of pay per day for fifteen
2426 (15) minutes in addition to payment for the field trip. The fifteen (15)
2427 minutes shall include five (5) minutes for a pre-trip inspection of the bus
2428 and ten (10) minutes at the conclusion of the field trip for bus cleaning
2429 (including sweeping, dusting, picking up of litter and cleaning front
2430 windshield and back windows). Buses shall be cleaned at the end of
2431 the field trip at either the bus lot or the school. IN the event the driver
2432 needs extra time to clean a bus, the need shall be pointed out to the
2433 person in charge of the field trip at the conclusion of the trip. The driver
2434 and the person in charge of the field trip will agree on the extra amount of
2435 time needed. The person in charge of the field trip shall document the
2436 extra time on the required field trip report sheet and sign the sheet. The
2437 extra clean up time shall be added to the driver's pay and calculated at
2438 the driver's regular rate of pay per day.
- 2439 N. Bus Drivers and Bus Assistants shall be paid at their regular rate of pay
2440 per day from the time they leave the bus lot at the beginning of the trip
2441 until the time the bus is parked and secured at the conclusion of the trip.
2442 This amounts to lot-to-lot payment.
- 2443 O. Bus Drivers on field trips shall not be required to chaperone at any time.
2444 However, any driver on a field trip shall be available for an emergency and
2445 must remain in a designated area.

2446 **Section 4 – Canceled Trips**

- 2447 A. In the event a field trip that requires more than one driver and bus has to
2448 be cut, the driver with the least seniority will be cut first unless any driver
2449 on the trip volunteers for the cut. The driver who is cut will be paid $1\frac{3}{4}$
2450 hours at the driver's current hourly rate and be noted as C = date.
- 2451 B. If a field trip is canceled on a non-work day with less than twenty-four (24)
2452 hours notice and it is not due to a situation beyond the control of the
2453 school, the driver shall be paid $\frac{1}{2}$ the trip time, but not less than four (4)
2454 hours pay. In the event of a situation beyond the control of the school, the
2455 driver will receive one and three-quarter ($1\frac{3}{4}$) hours at their regular rate of
2456 pay.
- 2457 C. If a field trip is canceled with less than two (2) hours notice on a regular
2458 work day, bus drivers and bus assistants shall be paid one and three-
2459 quarter ($1\frac{3}{4}$) hours at their regular rate of pay.

2460 **Section 5 – Bus Safety**

- 2461 A. No bus driver will be forced to load a bus beyond capacity except in an
2462 emergency.
- 2463 B. Bus Assistants shall not be pulled except in case of an emergency.

2464 **Section 6 – Summer Work**

- 2465 A. Bus Drivers and Bus Assistants will bid by seniority for summer routes.
- 2466 B. When summer work other than driving is available to lead drivers, they will
2467 not be put on the bidding list.

2468 **Section 7 – Workday**

- 2469 A. Bus Drivers shall be guaranteed a minimum 4.5 hour workday to include a
2470 sixty (60) minute clean-up time and current paper work.
2471
- 2472 B. Normally, all work will be offered to drivers and monitors countywide
2473 before substitutes are called, except in cases of emergency.
2474
- 2475 C. The following tasks shall not be considered part of a Bus Driver's normal
2476 workday:
- 2477 1. Bus cleaning beyond sweeping, dusting, picking up of litter and
2478 cleaning windows.

- 2479 2. Meetings approved by any district administrators and/or route
2480 managers with students, parents and/or other district administrators that
2481 occur after the end of the employee's work shift.
- 2482 3. Reviewing and delivering bus video tapes /DVDs to schools and
2483 departments as requested by principals and other district administrators
2484 and/or route managers.
- 2485 4. Waiting with a mechanically failed bus.
- 2486 5. Fueling.
- 2487 When performing these tasks, Bus Drivers shall be paid in quarter-hour
2488 increments beyond their regular workday.
- 2489 C. Additional hours worked such as extra duty, mandatory meetings, field
2490 trips, etc. will be paid per Article 10, Section 5 (Overtime). The
2491 Transportation Annual Inservice will be paid in the first regular payroll
2492 cycle following the workshop, provided the workshop date is five (5)
2493 working days prior to the payroll data entry cutoff.
- 2494 D. Bus Drivers/Monitors are entitled to break periods as bus schedules permit
2495 in Article 22, Section B.
- 2496 **Section 8 – Bus Assignment**
- 2497 A. The placement of new school buses will begin in the 2006-2007 school
2498 year using the following procedure:
- 2499 1. Placement of buses will be done at the start of the new school year
2500 or when new buses are placed into service.
- 2501 2. For three (3) consecutive years all new buses will be assigned from
2502 the top in order by the county wide seniority list.
- 2503 3. At the beginning of the fourth (4th) year, this process will begin
2504 again.
- 2505 4. Buses purchased by IDEA will be assigned as requested by the
2506 ESE Department.
- 2507 B. All other buses shall be assigned each year by county wide seniority with
2508 newer buses being given to the senior drivers that choose to be in the
2509 rotation.
2510
- 2511 C. If a bus becomes available during the school year due to an employee's
2512 termination from employment, it will be reassigned according to Lot
2513 seniority.

2514 D. When employees change routes, they shall keep their assigned bus
2515 except when changing lots, in cases of changing from an ESE handicap
2516 route to a regular route or vice-versa or when a student count requires a
2517 certain size bus.

2518
2519 E. ESE buses shall follow the same seniority order, except when special
2520 accommodations to meet student needs are necessary.
2521

2522 F. When necessary, a bus may be reassigned due to load capacity and/or
2523 financial reasons.

2524 **Section 9 – Lead Drivers**

2525 Lead Driver Liaisons shall be guaranteed an eight (8) hour workday.

2526 **Section 10 – Overtime**

2527 A. The Transportation shall maintain two lists consisting of the Lot Field Trip
2528 list and the Regular Route list listing drivers by seniority.

2529 B. Overtime pertaining to field trips shall be awarded to the qualified Lot
2530 employee who has the least amount of overtime hours and is on the Field
2531 Trip list.

2532 D. Any other overtime shall be awarded to the qualified Lot employee who
2533 has the least amount of overtime hours and is a regular route driver.

**ARTICLE 25
DURATION OF AGREEMENT**

Section 1. This Agreement represents the entire contract between the Board and the Union and shall become of full force and effect from July 1, 2013, and shall continue in full force and effect until midnight June 30, 2014, and shall continue in effect from year to year thereafter unless either party hereto shall give the other at least ninety (90) days written notice by registered mail, before the end of the term of this Agreement, of its desire to terminate the Agreement.

Section 2. The parties agree to reopen negotiations on or before July 1, 2014, on (a) compensation, (b) fringe benefits, (c) legislative changes, (d) sunset sections of the contract and (e) two re-openers.

Section 3. When either party has indicated in writing a desire to open negotiations for another agreement as provided for above, all provisions of the existing agreement shall remain in full force and effect until such new agreement has been reached or until resolution of any impasse in accordance with law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this 26th day of August, 2013.

SCHOOL BOARD OF LAKE COUNTY

BY [Signature]
Chairman

BY [Signature]
Board Member

BY Joanne Brandelung
Board Member

BY Debbie Stivender
Board Member

BY [Signature]
Board Member

BY Susan Meyer
Superintendent

BY Laurie Marshall
Chief Negotiator

**SERVICE EMPLOYEES
INTERNATIONAL UNION
FPSU**

BY [Signature]
Business Agent

BY [Signature]

BY John M. Etubbon

BY [Signature]

BY [Signature]
GARY OPDYKE

BY Donald L. Simmons

BY Clair M. G. H. H. H.

BY [Signature]

BY [Signature]

BY [Signature]

APPENDIX A

2013 - 2014 SEIU Pay Table (Appendix A)

Index	Custodial/Bus Assistant I	C03	C04	C05	C06	C07	C08	C09	C10	C11	C12	C13	C14	C15	C16	C17	C18	C19	C20	HQTA
0	8.33	8.33	8.68	9.08	9.55	10.03	10.47	11.05	11.54	12.10	12.62	13.27	13.95	14.61	15.33	16.08	16.80	17.56	18.35	9.55
1	8.73	8.73	9.09	9.52	10.00	10.50	10.97	11.58	12.09	12.67	13.22	13.90	14.61	15.30	16.05	16.84	17.60	18.39	19.22	9.88
2	9.04	9.21	9.59	10.04	10.56	11.08	11.58	12.22	12.76	13.38	13.94	14.66	15.42	16.14	16.94	17.77	18.56	19.40	20.28	10.23
3	9.35	9.53	9.92	10.39	10.92	11.46	11.97	12.64	13.19	13.83	14.43	15.16	15.94	16.69	17.52	18.37	19.20	20.07	20.99	10.59
4	9.86	10.06	10.45	10.96	11.51	12.10	12.64	13.34	13.92	14.60	15.21	16.00	16.83	17.61	18.49	19.38	20.26	21.18	22.14	11.06
5	10.21	10.41	10.82	11.34	11.92	12.52	13.08	13.81	14.41	15.10	15.75	16.55	17.40	18.23	19.14	20.06	20.99	21.93	22.91	11.44
6	10.56	10.77	11.20	11.74	12.34	12.96	13.53	14.29	14.91	15.63	16.30	17.14	18.01	18.87	19.81	20.76	21.71	22.69	23.71	11.86
7	10.94	11.15	11.60	12.15	12.78	13.42	14.01	14.80	15.44	16.16	16.87	17.75	18.64	19.53	20.51	21.49	22.48	23.49	24.54	12.25
8	11.31	11.55	11.99	12.56	13.22	13.89	14.49	15.31	15.97	16.75	17.46	18.36	19.31	20.21	21.22	22.24	23.26	24.31	25.41	12.68
9	11.72	11.95	12.42	13.02	13.68	14.36	15.01	15.85	16.53	17.33	18.07	19.00	19.98	20.92	21.97	23.03	24.07	25.16	26.29	13.12
10	12.12	12.37	12.85	13.46	14.15	14.87	15.53	16.39	17.11	17.93	18.70	19.66	20.67	21.65	22.72	23.83	24.92	26.04	27.21	13.58
11	12.55	12.80	13.30	13.93	14.66	15.38	16.08	16.97	17.70	18.56	19.36	20.35	21.39	22.40	23.52	24.66	25.78	26.95	28.16	14.06
12	12.99	13.24	13.78	14.43	15.16	15.93	16.64	17.56	18.33	19.20	20.03	21.06	22.15	23.20	24.34	25.53	26.70	27.90	29.15	14.54
13	13.44	13.70	14.25	14.93	15.69	16.49	17.21	18.18	18.98	19.87	20.74	21.81	22.91	24.01	25.20	26.43	27.61	28.88	30.17	15.06
14	13.91	14.19	14.74	15.45	16.26	17.06	17.82	18.82	19.63	20.57	21.47	22.57	23.72	24.85	26.08	27.34	28.59	29.89	31.23	15.59
15	14.40	14.68	15.27	15.99	16.83	17.66	18.44	19.49	20.33	21.30	22.22	23.36	24.55	25.72	26.98	28.30	29.59	30.93	32.31	15.94
16	14.91	15.20	15.80	16.55	17.40	18.29	19.10	20.16	21.03	22.04	23.00	24.19	25.42	26.60	27.94	29.29	30.63	32.01	33.45	16.29
17	15.42	15.72	16.35	17.13	18.02	18.91	19.77	20.86	21.77	22.82	23.79	25.03	26.30	27.55	28.92	30.31	31.69	33.12	34.62	16.65
18	16.32	16.64	17.31	18.14	19.07	20.03	20.91	22.08	23.03	24.15	25.18	26.48	27.84	29.16	30.59	32.09	33.56	35.07	36.64	17.01

Shirley Brundage

For the Board

Date

For the SEIU

Date

James Brown 7-30-13

~~2011-2012~~ 2013-2014 Classified Computer Professionals Pay Schedule

Senior Programmer analyst

Network Administrator

Slots	Steps
CCP300 42049 - 44164	21.28 - 22.35
CCP301 44183 - 46278	22.36 - 23.42
CCP302 46298 - 48372	23.43 - 24.48
CCP303 48392 - 50486	24.49 - 25.55
CCP304 50506 - 52601	25.56 - 26.62
CCP305 52621	26.63
CCP306 52641	26.64-34.63

Programmer Analyst

Slots	Steps
CCP200 38631 - 40547	19.55 - 20.52
CCP201 40567 - 42484	20.53 - 21.50
CCP202 42504 - 44401	21.51 - 22.47
CCP203 44420 - 46357	22.48 - 23.46
CCP204 46376 - 48274	23.47 - 24.43
CCP205 48293	24.44
CCP206 48313	24.45 - 31.78

PC Software Technician

Computer Support Specialist

Programmatic Technical Analyst

Slots	Steps
CCP100 30905 - 32446	15.64 - 16.42
CCP101 32466 - 33987	16.43 - 17.20
CCP102 34007 - 35548	17.21 - 17.99
CCP103 35568 - 37089	18.00 - 18.77
CCP104 37109 - 38631	18.78 - 19.55
CCP105 38650	19.56
CCP106 38670	19.57 - 25.44

APPENDIX B

Board Approved:
February 11, 2013

LAKE COUNTY SCHOOLS 2013-2014 186-DAYS CALENDAR

SCHOOL MONTH	Days Worked		
August	11	August 16	First Day (Friday)
September	19	September 2 September 27	Labor Day - Paid Holiday (Monday) Non-Work Day/Teacher Workday/Non-Student Day (Friday)
October	22	October 18 October 21 October 22	End of First Grading Period (Friday) Non-Work Day/Teacher Work Day/Student Holiday (Monday) <i>Mandatory Teacher Assistant</i> <i>Professional Development Day (6 hours)</i> Second Grading Period Begins (Tuesday)
November	15	November 11 November 25-29 November 28	Veterans's Day - Non-Work Day (Monday) Thanksgiving Holiday (Monday-Friday) Storm Make-up Days (Monday, Tuesday) Thanksgiving Day - Paid Holiday (Thursday)
December	15	December 23-31	Winter Break (Begins Monday)
January	18	January 1-3 January 6 January 16 January 17 January 20 January 21	Winter Break (Wednesday -Friday) Students Return/Classes Resume (Monday) End Second Grading Period (Thursday) Non-Work Day/Teacher Work Day/Student Holiday (Friday) Martin Luther King, Jr. Birthday - Paid Holiday (Monday) Third Grading Period Begins (Tuesday)
February	19	February 17	Presidents' Day -Non-Work Day (Monday)
March	15	March 21 March 24-28 March 31	End of Third Grading Period (Friday) Spring Break (Monday - Friday) Non-Work Day/Teacher Work Day/Non-Student Day (Monday)
April	21	April 1 April 18	Fourth Grading Period Begins (Tuesday) Non-Work Day/Non-Student Day (Storm / Make-up Day)
May	21	May 26	Memorial Day - Paid Holiday (Monday)
June	6	June 6 June 9	End Fourth Grading Period (Friday) Last Work Day (Monday)

182

Paid Holidays

September 2	Labor Day
November 28	Thanksgiving Day
January 20	Martin Luther King, Jr. Day
May 26	Memorial Day

Total 186

Laurel Marshall
For the Board

Date

Kim Conin
For the SEIU

2-20-13
Date

**Board Approved:
February 11, 2013**

**LAKE COUNTY SCHOOLS
2013 - 2014
247-DAYS CALENDAR**

SCHOOL MONTH	Days Worked		
July	22	July 1-31 July 4	Four (4) Day/Ten (10) Hour Day Work Week Paid Holiday (Thursday)
August	22	August 1-2 August 5	Four (4) Day/Ten (10) Hour DayWork Week Return to Five (5) Day/Eight (8) Hours Work Week
September	20	September 2	Labor Day - Paid Holiday (Monday)
October	23		
November	19	November 28 November 25-29	Thanksgiving - Paid Holiday (Thursday) District-Wide Closure
December	15	December 23-31	Winter Holidays
January	21	January 2 January 20	Return to Work (Thursday) Martin Luther King, Jr. Day - Paid Holiday (Monday)
February	20		
March	16	March 24-28 March 31	Spring Break (Monday - Friday) Return to Work (Monday)
April	22		
May	21	May 26	Memorial Day - Paid Holiday (Monday)
June	21	June 16-30 June 30	Four (4) Day/Ten (10) Hour Day Work Week Last Day (Monday)
242			

Paid Holidays

July 4	Independence Day
September 2	Labor Day
November 28	Thanksgiving Day
January 20	Martin Luther King, Jr. Day
May 26	Memorial Day

Laune Marshall
For the Board

Date

Kiss Lanni
For the SEIU

2-20-13
Date

APPENDIX C

**Lake County Schools – Teacher Assistants and Clerical/Secretarial Employees
Award Pay Application for Credits Earned Between July 1, 20__ and June 30, 20__**
Valid documentation for the selected award pay area(s) must be attached to this application.

Name _____ **Employee EIN** _____
Job Title _____ **Work Site** _____

If the amount of claims for award pay is less than \$27,935.00, any remaining balance will carry over to the following school year. Note: In no case shall a teacher assistant or clerical/secretarial employee receive more than \$300 in awards.

MIP Credits are calculated as follows: one (1) hour of training/class equals one (1) MIP Credit: Eligible employees must submit at least 6 MIP Credits and up to eighteen (18) MIP Credits to receive an award(s). Six (6) MIP points equal \$100 award.

Employees eligible for this award must submit documentation of classes and/or workshops taken. The documentation includes but not limited to certificates of satisfactory performance, official transcripts, certificates issued by training institutes and or a screen print of the AS400 In-service History.

☐ **\$100** — If the employee is fully literate in both languages in which he/she demonstrates proficiency. Each work site is allowed to claim two (2) employees for the second language. Please attach a letter from Principal verifying your proficiency.

☐ **\$100** — College course work towards the Field of Education: if the employee has college semester hours. Hours must be earned during specified dates on the application and documented on an official transcript that bears the seal of an accredited post-secondary institution.

☐ **Documentation Enclosed**
Please Initial (Principal/Designee)

This application, along with all required documentation, must be returned no later than _____ to the school principal or designee. The principal or designee must initial above as well as sign/date the form and indicate that documents are included. The principal/designee must submit the application and documentation to Morgan Black, Employee Relations, no later than _____.

Applicant's Signature **Date**

Principal's/Designee's Signature **Date**

Reviewed by SEIU **Date**

Reviewed by the School Board **Date**

APPENDIX D



Grievance Form

Service Employees International Union

The School Board of Lake County

____ / ____ / ____

Grievant's Name _____

Home Address _____

Job Title _____

City / Zip _____

Work Location _____

Home Phone _____

Date Grievance Occurred _____

Description Of The Grievance (Attach Statement If Necessary)

Contract Article(s) violated _____ and all others that may apply.

Witnesses (If Applicable) _____

Remedy Requested _____

GRIEVANT'S SIGNATURE

UNION STEWARD'S SIGNATURE

Distribution: Original to Grievance Administrator
One copy to Union Office



Grieving employees will maintain their current job duties through-out the grievance process.

5/15/94 - [unclear]

5/16/94 - [unclear]

Or contact

Step 1

(This step is not mandatory.)

Date of the informal meeting held with the immediate supervisor. _____

Name of supervisor. _____ Supervisor's initials. _____

Step 2

(Written grievance form within fifteen (15) work days of the alleged grievance.)

Date given to Grievance Administrator. _____ Initials. _____

Date meeting held (within three (3) work days after receipt). _____

Grievance Administrator's response (within five (5) work days after the Step 2 meeting).

GRIEVANT'S SIGNATURE

DATE

Step 3

(Appeal within five (5) work days after receipt of Step 2 response).

Date given to Superintendent/Designee. _____ Initials. _____

Date meeting held (within ten (10) work days after receipt). _____

Superintendent's Designee's response (within ten (10) work days after meeting).

SUPERINTENDENT'S/DESIGNEE'S SIGNATURE

DATE

Step 4

(Arbitration invoked within ten (10) work days
of Step 3 response of twenty (20) work days
if no response forthcoming.)

Date arbitration invoked. _____

Betty Reber
For the Board

12/12/12
Date

Lisa Corbin
For the SEIU

12-12-12
Date

APPENDIX E

Payroll Deduction Form



**Service Employees International Union
Membership and Dues Authorization Card**

FPSU

101 North Joanna Ave.

Tavares, FL 32778

352-742-9599

I authorize the Lake County School Board to deduct from my wages membership dues to be remitted to the Service Employees International Union FPSU. This authorization shall be continued from year to year.

EIN # _____

Name (Please Print) _____ Area Code (____) Phone# _____

Home Address _____ City/State/Zip _____

Employer _____ Hire Date _____ Department _____

Worksite _____ Job Title _____ Hours of work _____

Personal
E-Mail Address _____

Signature: _____ Date _____



201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

April 17, 2013

TO: Kim Cronin, Business Agent
SEIU

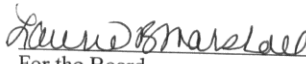
FROM: Becky Nelsen, Chief Negotiator
LCSB


RE: Voluntary NIMS Online Training

The SEIU and the Lake County School Board have agreed to classified, bargaining employees receiving voluntary National Incident Management System (NIMS) online training for a stipend of 15.00 per hour. In order to receive the stipend, the following conditions apply:

- The employee cannot have worked over a 40 hour week that includes the voluntary NIMS training.
- Employees may complete the voluntary training during a non-40 hour work week (for example, if the employee has worked 37 hours, a three hour course may be completed within that given week)
- Overtime pay is not allowable.
- The voluntary training will not be completed during work hours.
- Those employees who have taken and successfully passed the voluntary training are not eligible for the stipend.
- The employee will receive 3 MIP credits for successful completion.

The Memo applies to the aforementioned only, and does not establish past practice.

 4/17/13
For the Board Date

 4-17-13
For the SEIU Date

"Equal Opportunity in Education and Employment"



Leading our Students to Success

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

MEMO OF UNDERSTANDING
Between
The School Board of Lake County
And
Florida Public Services Union
(SEIU)

The Board will pay 95 percent of the contribution of the Blue Options Plans for employees who work six (6) or more hours a day or thirty (30) or more hours a week. The Board will pay 50 percent of the contribution for employees who work four (4) to less than six (6) hours per day, or twenty (20) to less than thirty (30) hours per week.

Employees who change work hours will gain or lose the maximum Board health insurance contribution based on the six (6) hour threshold. An employee must be in the new position or new work hours for at least thirty (30) days to receive or lose the maximum Board health insurance contribution. The contribution or coverage change will take place the first day of the month following the thirty (30) days.

Insurance benefits for new employees will be determined by the number of hours specified on the appointment form at the time of hire.

Employees working less than four (4) hours per day or twenty (20) hours per week are not eligible for benefits. Caregivers, substitutes and temporary employees are also not eligible for benefits.

This Memorandum applies to the 2013-2014 fiscal year only. The procedure will be reviewed at end of the year to evaluate its implementation and to make modifications if necessary.

Rosanne Brandenburg 7/30/13
For the Board Date

Karin Corbin 7-30-13
For the SEU Date

"Equal Opportunity in Education and Employment"

Memo of Understanding

between

The School Board of Lake County

and

The Service Employees International Union FPSU

The provisions of this agreement shall apply to all covered classified employees who receive an Annual Leave or Terminal Leave payment at either termination of employment, normal retirement or due to retirement through the DROP program.

The employees will be eligible to participate in the Lake County School District BENCOR National Government Employees Retirement Plan (The Plan) effective as soon as The Plan Adoption Agreement is modified.

Participation in the Plan is mandatory, and an individual who meets the requirements for participation may not elect to waive participation.

James Marshall 5/22/13
For the Board date

Kim Lomax 5-22-13
For the SEIU date