

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

2024 - 2025

Third Year of a Three Year Contract

2022 - 2025

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
Section 1 – Bargaining Unit Definition/Job Classification and Pay Grade	1
Section 2 – Modified of New Jobs	4
Section 3 – Agreement to Negotiate	4
ARTICLE 2 – DEFINITIONS	5
ARTICLE 3 – NEGOTIATIONS	9
Section 1 – Collective Bargaining	9
Section 2 – Authority of Representatives	9
Section 3 – Information	9
Section 4 – Ground Rules	9
Section 5 – Ratification/Rejection	10
ARTICLE 4 – SCOPE OF AGREEMENT	11
Section 1 – Savings Clause	11
Section 2 – Maintenance of Conditions	11
ARTICLE 5 – EMPLOYEE RIGHTS	12
Section 1 – Right to Organize	12
Section 2 – Dignity	12
Section 3 – Union Representation	12
Section 4 – Indemnity	13
Section 5 – Political Rights and Legal Rights	13
Section 6 – Privacy	13
Section 7 – Nondiscrimination	14
ARTICLE 6 – UNION RIGHTS	15
Section 1 – Representatives	15
Section 2 – Information	15
Section 3 – Access	16
Section 4 – Facilities	17
Section 5 – Conduct of Union Business	19
Section 6 – Employee Appreciation Week	20
ARTICLE 7 – BOARD RIGHTS	21
ARTICLE 8 – DUES DEDUCTIONS	22
SECTION INTENTIONALLY LEFT BLANK	
ARTICLE 9 – JOINT COMMITTEES	23
Section 1 – Membership	23
Section 2 – Meetings	23

Section 3 – Paid Time	23
Section 4 – Negotiations	23
Section 5 – School Related Employee of Year	23
ARTICLE 10 – COMPENSATION	24
Section 1 – Salary	24
Section 2 – Military Experience Credit	25
Section 3 – Reimbursement for Required Physical Exams	25
Section 4 - Job Class Specific and Compensation Issues	25
Section 5 – Overtime	28
Section 6 – Pay for All Hours Worked	28
Section 7 – Termination Pay for Sick Leave and Annual Leave	29
Section 8 – BENCOR	29
Section 9 – Miscellaneous	29
ARTICLE 11 – INSURANCE	31
Section 1 – Health Insurance	31
ARTICLE 12 – DISCIPLINE	33
Section 1 – Probationary Appointment Status	33
Section 2 – Regular Status	33
Section 3 – Return to Probationary Status	34
Section 4 – Just Cause	35
Section 5 – Progressive Discipline	35
Section 6 – Authority	37
ARTICLE 13 – EVALUATION	38
ARTICLE 14 – GRIEVANCE PROCEDURE	39
Section 1 – Purpose	39
Section 2 – Definitions	39
Section 3 – Representation	40
Section 4 – Effect of Time Limits	40
Section 5 – Grievance Procedure	41
Section 6 – Other Provisions	44
Section 7 – Back Pay	44
ARTICLE 15 – JOB DUTIES	45
ARTICLE 16 – LAY-OFFS	46
Section 1 – Lay-off	46
Section 2 – Bumping Rights	46
Section 3 – Recall Rights	46
ARTICLE 17 – LEAVES	47
Section 1 – Definition – Leave of Absence Non-instructional Personnel	47
Section 2 – General Provisions	47

Section 3 – Illness-in-Line-of-duty Leave for Non-instructional Personnel	48
Section 4 – Jury or Witness Duty	49
Section 5 – Maternity/Paternity Leave	49
Section 6 – Military Leave of Non-instructional Personnel	50
Section 7 – Sick Leave for Non-instructional Personnel	50
Section 8 – Sick Leave Bank	51
Section 9 – Personal Leave for Non-instructional Personnel	52
Section 10 – Vacation Leave for Non-instructional Personnel	52
Section 11 – Approval of Leave for Non-instructional Personnel	54
Section 12 – Family and Medical Leave	55
Section 13 – Line-of-Duty/Temporary Duty Elsewhere Leave	57
Section 14- Bereavement Leave	57
ARTICLE 18 – PROMOTIONS AND TRANSFERS	58
Section 1 – Vacancies	58
Section 2 – Selection	58
Section 3 – Promotions, Demotions, and Transfers	58
ARTICLE 19 – SAFETY AND HEALTH	60
Section 1 – Safe Workplace	60
Section 2 – Notice	60
Section 3 – Workplace Safety Committees	60
Section 4 – Use of Tobacco Products	61
ARTICLE 20 – SENIORITY	62
Section 1 – Definition	62
Section 2 – Principles	62
Section 3 – Breaks in Service	62
ARTICLE 21 – SUBCONTRACTING	63
ARTICLE 22 – WORKDAY AND RELATED MATTERS	64
Section 1 – Workday/Work Year	64
Section 2 – Reduction in Hours	64
Section 3 – Reduction in Force	65
Section 4 – Special Duties	65
Section 5 – Supplies and Equipment	65
ARTICLE 23 – MISCELLANEOUS PROVISIONS	66
Section 1 – Child Attendance	66
Section 2 – Facilities for Employees	66
Section 3 – Travel Reimbursement	66
Section 4 – Job Description	66
Section 5 – No Strikes	66
Section 6 – Copies of Agreement	67
Section 7 – Waiver	67
ARTICLE 24 – TRANSPORTATION	68
Section 1 – Route Boards	68

Section 2 – Route Bidding	68
Section 3 – Field Trips	68
Section 4 – Canceled Trips	70
Section 5 – Bus Safety	71
Section 6 – Summer Work	71
Section 7 – Workday	71
Section 8 – Bus Assignment	72
Section 9 – Lead Drivers	73
Section 10 – Overtime	75
Section 11- Fueling Attendants	75
ARTICLE 25 – SIGN LANGUAGE INTERPRETERS	74
Section 1 – School/Extracurricular Activities and Meetings	74
Section 2 – Canceled Activities and Meetings	74
Section 3 – Assignment of Students	74
Section 4 – Certification	74
ARTICLE 26 – DURATION	75
Section 1 – Effective Date of Agreement	75
Section 2 – Re-openers	75
Section 3 – Desire to Open Negotiations	75
APPENDIX A – SALARY SCHEDULES	
Traditional Salary Matrix Placement Table	76
SEIU Pay Tables Traditional	76
Specialized Salary Matrix	77
APPENDIX B – CALENDARS	78
2024-2025 186-Day Employee Calendar	80
2024-2025 247-Day Employee Calendar	81
APPENDIX C – SEIU TEACHER ASSISTANT AND CLERICAL/ SECRETARIAL AWARD FORM	82
APPENDIX D – GRIEVANCE FORM	83
MEMOS OF UNDERSTANDING	85
Transfer of Sick Leave	

ARTICLE 1 RECOGNITION

Section 1 – Bargaining Unit Definition.

A. The School Board of Lake County, Florida, hereinafter called the “Board,” recognizes the Service Employees International Union, FPSU, Florida Public Service Union, hereinafter called the “Union,” as the exclusive bargaining representative for all non-instructional personnel in the school district known and designated as the School District of Lake County, Florida. **In this Agreement, the non-instructional personnel shall be defined as those employees included in the unit as certified by the Public Employees Relations Commission (PERC) on April 3, 1996 (Case No. RC 95-058 and Case No. RC 95-059).**

B. The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his designee.

C. For the duration of this Agreement, and for so long as the titles and/or functions shall exist, the Board recognizes the Union as the exclusive bargaining agent for non-instructional personnel who are on or who have been on contract to the Board during the duration of this Agreement in those positions, as determined by the Public Employees Relations Commission, listed below:

BLUE AND WHITE COLLAR EMPLOYEES and SUPERVISORY EMPLOYEES **Case No. RC-95-058 and CASE No. RC-95-059** **PERC Certification No. 1131 and 1132**

JOB CLASSIFICATIONS AND PAY GRADES

<u>Job Classification</u>	<u>Traditional Pay Grade</u>
Appliance Technician	C12
Apprentice Mechanic	C06
Building Maintenance Technician	C09
Building Services Technician	C10
Bus Assistant I	C04
Campus Monitor	C04
Central Warehouse Delivery Driver	C08
Central Warehouse Inventory Assistant	C08
Clerical Assistant I	C05
Clerical Assistant II	C06
Compliance Specialist –Title Services	C15
Computer Laboratory Assistant	C06
Custodian	C04
Dishwasher	C05
Electronics-Life Safety Technician	C13
Exceptional Student Education Clerical Assistant II	C06
Facilities Assistant	C08

Family School Liaison	C05
Food Service Assistant	C05
Food Service Assistant Unassigned	C05
Grounds Worker II	C06
Grounds Worker III	C08
Grounds Worker IV	C10
Grounds Worker V	C11
Health Assistant	C06
Help Desk Technician	C08
Human Resource Specialist	C09
Industrial Assistant	C09
Inventory Assistant	C08
Irrigation Specialist	C13
Locksmith	C10
Logistics Specialist	C08
Maintenance Inventory Assistant	C08
Maintenance Technician	C11
Parts Employee	C07
Plant Operations Assistant	C11
Procurement Support Specialist	C11
Production Assistant	C13
Property Control Assistant	C08
Property Control Specialist	C11
Receptionist/Switchboard Operator	C05
Records Specialist	C08
Safety and Security Technician I	C12
School Bus Video System Technician	C12
School Secretary	C08
Secretary I	C06
Secretary II	C08
Self-Care Assistant	C04
Teacher Assistant, HQ	C06
Technology Support Technician I	C12
Therapeutic Support Assistant	C08
Transportation Clerk	C06
Unassigned Bus Assistant I	C04
Unassigned Custodian	C04
Upholsterer Technician	C08
Virtual Learning Lab Facilitator	C06

Job Classification

Specialized Pay Grade

Supervisory Unit:

Central Warehouse Manager	S08
ELC Assistant Site Coordinator	S01
ELC Management Specialist	S05
ELC Site Coordinator	S02

Food Service Assistant Manager	S02
Food Service Manager I Unassigned	S07
Food Service Manager I	S07
Food Service Manager II	S08
Food Service Manager III	S09
Food Service Office Manager/Trainer	S12
Head Custodian I	S01
Head Custodian II	S02
Head Garage Mechanic	S12
Lead Driver Liaison	S07
Lead Grounds Technician	S12
Lead Locksmith	S12
Lead Logistics Specialist	S12
Lead Maintenance Technician	S12
Lead Refrigeration Technician	S12
Maintenance Warehouse Manager	S08
Parts Manager	S08
Plant Operations Manager/Trainer	S08
Senior ELC Site Coordinator	S04
Service Manager	S15

Non- Supervisory Unit:

Audio Video Technology Support Technician II	S05
Building Automation Technician	S09
Bus Driver	S05
Data Entry Operator	S01
Driver Trainer	S07
Electrician	S06
HVAC Technician	S06
Maintenance Specialist	S11
Mechanic	S06
Network Administrator	S20
Paint and Body Technician	S06
Plumber	S06
Programmatic Technical Analyst	S05
Programmer Analyst	S19
Refrigerator Technician I	S02
Refrigerator Technician II	S06
Senior Programmer Analyst	S20
Sign Language Interpreter I	S13
Sign Language Interpreter II	S14
Sign Language Interpreter III	S15
Sign Language Interpreter IV	S16
Technology Support Technician II	S13
Transportation AC Mechanic	S06
Unassigned Bus Driver	S05
Water/Wastewater Technician	S09

Section 2 – Modified or New Jobs.

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

Section 3 – Agreement to Negotiate.

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

ARTICLE 1 RECOGNITION

Section 1 – Bargaining Unit Definition.

A. The School Board of Lake County, Florida, hereinafter called the “Board,” recognizes the Service Employees International Union, FPSU, Florida Public Service Union, hereinafter called the “Union,” as the exclusive bargaining representative for all non-instructional personnel in the school district known and designated as the School District of Lake County, Florida. **In this Agreement, the non-instructional personnel shall be defined as those employees included in the unit as certified by the Public Employees Relations Commission (PERC) on April 3, 1996 (Case No. RC 95-058 and Case No. RC 95-059).**

B. The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his designee.

C. For the duration of this Agreement, and for so long as the titles and/or functions shall exist, the Board recognizes the Union as the exclusive bargaining agent for non-instructional personnel who are on or who have been on contract to the Board during the duration of this Agreement in those positions, as determined by the Public Employees Relations Commission, listed below:

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Lead Locksmith	S12
Lead Logistics Specialist	S12
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Lead Refrigeration Technician	S12
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Mechanic	S06
Network Administrator	S20
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Plumber	S06
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Programmer Analyst	S19
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Section 3 – Agreement to Negotiate.

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

ARTICLE 2 DEFINITION

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

ADMINISTRATIVE DIRECTIVE - An order from the Superintendent's office.

ADMINISTRATIVE UNIT – An operational unit within the school district. Included in this definition are all departments, cost centers and schools.

AGREEMENT - The document that delineates the wages, hours, terms and conditions of employment that were mutually agreed to as the result of collective bargaining.

BARGAINING UNIT – That group of employees determined by the employer and SEIU, FPSU, and approved by PERC to be appropriate for the purpose of collective bargaining. In this Agreement, the non-instructional personnel included in the unit as certified by the Public Employees Relations Commission (PERC) on April 3, 1996 (Case No. RC-95-058 and RC-95-059).

BOARD - The School Board of Lake County, Florida, the duly elected board under Florida Statutes, Chapter 230.03(2) that has the responsibility for the organization and control of the public schools of Lake County and its designated representatives.

BUMP - Replace an employee with less seniority.

CERTIFICATION - The designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

CLASSIFIED SALARY SCHEDULES - The salary schedule developed as the result of negotiations and applicable to all employees included in the bargaining unit.

COLLECTIVE BARGAINING -The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the determination of wages, hours of work, and terms and conditions of employment.

COMPENSATORY TIME - Time off in lieu of overtime compensation. Time off will be given at one and one half time for any hours worked over forty (40) hours in a workweek.

DEPARTMENT - An operational unit within the school district.

DISTRICT - The School District of Lake County, Florida.

DRUG TESTS - Drug and/or alcohol screening is a unique process conducted under certain circumstances and by the protocol enumerated in the Drug-Free Work Place Policy 4124 and in Article 10 of this Agreement.

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

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

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

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

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

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

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 in the Grievance Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

RECALL - Called back to work from lay-off.

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

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

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

SCHOOL YEAR – As published by the Board after consultation with the Union.

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

SPECIALIZED PAY TABLE – The specialized pay table is a classified salary schedule developed in 2023 for positions moving from the traditional pay table. Positions on this pay table were identified and agreed upon by both parties through the bargaining process.

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

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

STRIKE - The concerted failure to report for duty; the concerted absence of employees from their assigned positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct that adversely affects the services of the public employer the concerted failure to

report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.

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

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

TRADITIONAL PAY TABLE – The traditional pay table is a classified salary schedule developed in 2024 for all employees not moved to the specialized pay table. Positions on this pay table were identified and agreed upon by both parties through the bargaining process.

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

UNION - Service Employees International Union, FSPU.

UNION PRESIDENT - The duly elected President of SEIU, FPSU, Florida Public_Service Union.

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.

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

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

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

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

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

ARTICLE 3 NEGOTIATIONS

Section 1 – Collective Bargaining.

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

Section 2 – Authority of Representatives.

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

Section 3 – Information.

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

Section 4 – Ground Rules.

- A. Neither party shall have any control over the selection of the bargaining representatives of the other party. Each party shall furnish to the other a list of the names of bargaining team members at least seven (7) calendar days prior to the first bargaining session. Each party shall bear the cost of its own consultants, if any.
- B. Each team shall designate a chief spokesperson who shall be the primary spokesperson for his team during negotiations. All members of the bargaining teams shall be permitted to speak at the bargaining table as needed. Each bargaining team may have consultants present at the bargaining sessions, who shall also be permitted to speak at the bargaining table.
- C. Bargaining teams will negotiate in open sessions. The Board shall provide meeting space for all negotiation sessions. Either bargaining team may ask for a recess or caucus. The time and agenda for the next session will be established mutually at the end of each session.
- D. The ground rules listed in this Article may be changed at any time by mutual consent of both teams.
- E. Bargaining and mediation sessions shall normally begin after 5:00 p.m. unless another time is mutually agreed upon, taking account of employees' and management's work schedules.

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

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

Section 5 – Ratification/Rejection.

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

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

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

ARTICLE 4

SCOPE OF AGREEMENT

Section 1 – Savings Clause.

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

Section 2 – Maintenance of Conditions.

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

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

ARTICLE 5 EMPLOYEE RIGHTS

Section 1 – Right to Organize.

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

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

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

Section 2 – Dignity.

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

Section 3 – Union Representation.

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

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

1. Where the employee is being issued a disciplinary proposal or decision;
2. Where the employee has a reasonable belief that a meeting called by representatives of the Board will or may lead to disciplinary action;
3. Where the employee is questioned about circumstances that the employee has reasonable cause to believe could lead to disciplinary action;

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

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

Section 4 – Indemnity.

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

Section 5 – Political Rights and Legal Rights.

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

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

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

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

Section 6 – Privacy.

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

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

1. No document related to an employee's conduct, service, character or personality shall be placed in an employee's personnel file until it has been delivered to him either by certified mail, return receipt requested, or by personal delivery and the employee has indicated, in writing, that he has had the chance to read the document by signing the file copy, with the understanding that such signature merely signifies he has read the material to be filed and does not necessarily indicate agreement with the content.

2. An employee, or his designee authorized in writing, shall have the right, upon request, to review all documents contained in his own official personnel file and in the files maintained by a principal or work site administrator whether or not such documents are subject to public disclosure under state law. The sole exception shall be open criminal investigation records as described in state law. The employee must make an appointment with Human Resources, the school principal or work site administrator, as the case may be, in order that a managerial employee will be present when the employee's file is inspected.
3. An employee may purchase a copy of any document in his own personnel file upon making arrangements with Human Resources.
4. A Union representative may purchase a copy of any document in an employee's personnel file under Chapters 119 and 1012, Florida Statutes.
5. The personnel file will be made available for examination to persons other than the employee in Human Resources by appointment, during regular office hours, under the supervision of the Director of Human Resources or designee. Only those records that are open to public inspection will be made available for examination.
6. Files maintained at a school or work site shall contain only those materials of which the original or a copy is on file in the employee's personnel file maintained by Human Resources or materials related to an evaluation in progress.

Section 7 – Nondiscrimination.

- A. The Union and the Board agree that the provisions of this Agreement shall be applied without regard to race, color, religion, national origin, sex, age, 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

Section 1 – Representatives.

- A. STEWARD - Shall be defined as an employee appointed by the Union as the Union representative at the work site.
- B. CHIEF STEWARD – A Chief Steward is a person designated to replace stewards in their absence or to assist the steward at the third level of the Grievance procedure.
- C. UNION REPRESENTATIVE - Shall be defined as shop stewards, Union officers, Union staff, Union-appointed members of joint labor-management committees and all others appointed by the Union to represent the interests of the employees in the bargaining unit.
- D. The Union shall have the right to designate, and the Board shall recognize, as many stewards as the administration of this Agreement shall require. The Union shall provide an up-to-date list of the names of all Union representatives and elected officers to the Board. Each steward shall be assigned to represent a designated group of employees, but shall be authorized to represent any employee should the need arise.
- E. Non-employee Union representatives shall also be certified, in writing, to the Board. The Union agrees that activities by both Union stewards and non-employee Union representatives shall be carried out in such a fashion as to comply with Article 5, Section 1 B and in such a manner as not to interfere with normal work production. The Union shall notify the Board, in writing, at least five (5) working days in advance of a change in Union stewards or non-employee Union representatives.
- F. Whenever Union representation is requested by an employee, the representative shall be designated by the Union.

Section 2 – Information.

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

- Board agenda packets and amendments to the agenda
- Special Board Meeting agenda packets
- Proposed budget
- Final budget
- Employee lists

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

- C. Board Press Releases - The Board shall provide a copy of all Board press releases to the Union.
- D. Work Rules - Copies of work rules and handbooks shall be furnished to the Union upon their proposed adoption or modification. New or modified work rules shall not be adopted prior to the completion of negotiations with the Union. The Union shall pay the normal charge as paid by other groups and persons.
- E. Minutes of Board Meetings - Copies of the minutes of specific Board meetings are available to the Union upon request and upon payment by the Union of the normal charge paid by other groups and persons.
- F. Employee Notices - The Board shall furnish the Union with a copy of written communications distributed to all employees that concern, in whole or in part, wages, benefits and working conditions.
- G. Employee Lists
1. By the first week of October each year, the Board shall furnish the Union with a list showing the name, mailing address, telephone number, job position title, work site, pay grade/hourly wage, EIN #, and seniority date of each employee. This list shall be updated, as necessary, on a monthly basis after the first week of October through June 1. To the extent that this information is available in the form of electronic data, it shall be provided to the Union in Excel or PDF format. The Board will provide the Union with mailing labels containing names and addresses only at the normal charge as paid by other groups or persons.
 2. Provided that the information is available in the format requested, the Board shall furnish the Union with a list, on a monthly basis, of all SEIU_eligible bargaining unit employees newly hired during the previous month. The list shall include the employees' names, home addresses, home phone numbers, job classifications, hours per day, length of contract, and work locations.
- H. Job Descriptions - The Board shall furnish the Union with a copy of each job description for all existing job classifications in the District. The cost shall be the normal charge as paid by other groups or persons.
- I. The SEIU Union Representative shall be entitled to use the district's e-mail system for the purpose of updating Union Representatives on Bargaining, committee meetings, new or changed contract language, ratification votes and Employee Appreciation Week. The use of the district's e-mail system will be closely monitored by the district's ETS Department. The Superintendent or her designee reserves the right to deny the use of the district's e-mail system and such denial shall be non-grievable.

Section 3 – Access.

- A. Union representatives shall be permitted to transact Union business necessary to maintain and enforce this Agreement on District property, in areas where employees take breaks and in areas not specifically designated as work areas assigned to employees, provided that there is no interference with or disruption of normal District operations. Immediately upon entering District property, the Union representative shall notify the manager in charge of the facility, or the manager's appointed

designee, of his presence and shall notify the manager or designee of his departure. If the facility has no manager or appointed designee available, the Union will notify the Employee Relations department as soon as possible.

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

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

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

E. New Employee Orientation – The union shall be allotted time after orientation to speak with the new employees. The union may make a brochure, approved by the Board, available to eligible employees hired into a bargaining unit position. Attendance to speak with the union representative after orientation, and acceptance of the brochure by new employees is voluntary.

Section 4 – Facilities.

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

B. Mail - The Board agrees to the following provision with the stipulation that should the Board be found in violation of United States Postal Service rules and regulations and/or the Private Express Statutes that the Union will hold the Board harmless and will assume all responsibility for fines, fees, or back postage imposed on the Board and/or legal fees incurred by the Board as a result of such findings subsequent to the date on which this Agreement is ratified. Should the Board be ordered to cease and desist from providing such services by the United States Postal Service or court of competent jurisdiction, such service will cease immediately. The Board's courier shall make a stop at the SEIU office, on the same schedules as schools, for the purpose of delivery of materials that are of benefit to the school system. Such materials are restricted to information generated by joint Board/SEIU committees, communications between the Superintendent's offices, the Assistant Superintendents' offices, the Personnel Department, the Director of Finance's office, the Supervisor of Staff Development's office, the Chief Negotiator's office and the SEIU office in Tavares. Any other

material delivered by the Board's courier shall have prior approval by the Superintendent or designee. The Superintendent or designee reserves the right to deny use of the courier system and such denial shall not be subject to the grievance procedure. It is expressly understood that SEIU shall not use the Board's courier system to conduct business operations with its membership or any other Board employee group.

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

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

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

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

C. Rooms:

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

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

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

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

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

3. Brief Meetings:

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

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

Section 5 – Conduct of Union Business.

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

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

Section 6 – Employee Appreciation Week.

Employee Appreciation Week-The Union shall be permitted to utilize District facilities, without charge, during Employee Appreciation Week in May of each year, to honor and recognize work done by classified employees of the District. The Union shall be permitted to present a program during lunch times and break times as well as before and after regular work hours as part of Appreciation Week. It is agreed that activities associated with the Employee Appreciation Week will proceed in such a manner as not to disrupt the normal activities and services of the School District. The Board recognizes the benefits to be gained by classified employees as a result of this activity and agrees to

encourage participation in Employee Appreciation Week as a way to ensure a spirit of confidence and cooperation between the Board and its employees.

ARTICLE 7 BOARD RIGHTS

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

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

ARTICLE 8

SECTION INTENTIONALLY LEFT BLANK

ARTICLE 9 JOINT COMMITTEES

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

Section 1 – Membership.

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

Section 2 – Meetings.

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

Section 3 – Paid Time.

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

Section 4 – Negotiations.

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

Section 5 – School Related Employee of the Year

Each worksite will have at least one (1) SEIU/FPSU representative help count the nomination and selection ballots for School Related Employee of the Year.

ARTICLE 10 COMPENSATION

Section 1 – Salary.

Retroactive to July 1, 2024, both parties have come to an agreement on compensation increases for current employees, and the restructuring and reorganization of the current pay tables.

A new “Traditional Pay Table” has been created for the 2024-2025 school year. All job positions have been transferred to their specified lane in this new table.

Employees who are currently in the 2023-2024 Traditional Pay Table have been transitioned to the new pay table using an established placement table based on their years of continuous service in the District (see Appendix A). Employees moving over to the new traditional pay table will not receive less than an overall 2% increase to their current hourly rate.

Bus Assistant, Unassigned Bus Assistant, Campus Monitor and Self-care Assistant positions move to C04. Clerical I move to C05 and Plant Operations Assistant move to C11.

The “Specialized Pay Table” remains unchanged from the previous year maintaining all previous pay grade lanes, index levels and positions presently assigned. All employees who remained on the specialized pay scale were increased by one (1) index level.

Bus Drivers and Unassigned Bus Drivers move to S05. Driver Trainer and Lead Driver Liaison move to S07. Lane S05 Index 0 changes to seventeen (\$17.00).

Employees at the maximum index on their pay scale will receive a one-time bonus of 3%.

- A. Nothing set out in the foregoing provisions is intended to nor shall it cause a decrease in the salary currently being paid to any employee.
- B. In no event will the application of the provisions of this article cause an employee’s base rate of pay to exceed the maximum of the rate range for the grade to which his job classification is assigned.
- C. All newly hired employees without relevant experience, training or education will be brought into the system at the minimum of the Pay Grade applicable to their job classification. Beginning July 1, 2014, newly hired employees with one (1) to three (3) years of relevant experience will be placed at index 1. Newly hired employees with greater than three (3) to five (5) years of relevant experience will be placed at index 2. Newly hired employees with greater than five (5) to seven (7) years of relevant experience will be placed at index 3. Beginning January 1, 2015 newly hired employees with greater than seven (7) to nine (9) years will be placed at index 4 and those with greater than nine (9) years of experience will be placed at

index 5. Beginning January 1, 2020, newly hired Sign Language Interpreters will be credited for relevant years of experience up to ten (10) years and placed at the corresponding index. For the purpose of calculating such credit, one (1) day more than one-half (1/2) of the employee's contract year shall be defined as one (1) year's credit for relevant work experience.

If an employee transfers to a different SEIU bargaining position during the first 3 years of employment, s/he will be given 3 months to provide documentation of prior relevant experience for the new position. Credit for the prior experience will be given for salary purposes on the same basis as for new employees. The salary will be increased if it places the employee above the current index level for the new position.

Experience shall be verified in writing on letterhead or a notarized affidavit by the employee's previous employers. Written verification must be submitted to Human Resources within the first six (6) months of employment in the School District for adjustments in pay to be retroactive. Verified work experience provided after the first six (6) months of employment will be accepted, however, adjustments in pay will not be retroactive. It is the employee's responsibility to obtain the written verification and to submit the original document(s). It is Human Resources' responsibility to time/date stamp verification and supply a copy to the employee.

Section 2 – Military Experience Credit.

Credit shall be given for five years or more relevant active military service. New employees who qualify for Military Experience Credit will be placed at index level one of the pay grade into which he or she is hired. Military experience and employment experience may combine to qualify for the five years experience credit, and both must be relevant to the position into which the new employee is hired. Military credit must be verified with a copy of the DD-214 and must be submitted by the employee.

Section 3 – Required Physical Exams.

Employees of the Transportation Department who hold a Commercial Drivers License, Class A, B or C with a P endorsement and who must also maintain a medical examiner's certificate to drive a school bus. All physical exams will be performed by the District's Wellness Center at no cost to the employee or a DOT certified doctor of the employee's choice at the employee's expense.

Section 4 – Job Class Specific and Compensation Issues.

- A.
 - 1. The Board will reimburse maintenance mechanics, transportation mechanics, paint and body technicians, parts managers, and service managers the registration fee and exams costs for successfully passing the test for ASE certification.
 - 2. The Board shall provide employees working as head garage mechanic, mechanics, paint and body technicians, parts managers, or service managers a pay grade promotion if they obtain and maintain a Master Certification by ASE. Any mechanic/head mechanic or service manager who obtains and maintains a Florida Department of Education School Bus

Inspector Certification shall receive an annual supplement of \$500.00, paid on the same schedule as tool allotment.

3. The Board shall provide employees working in an allocated ESE paraprofessional capacity a change in pay grade from C06 to C08. If an employee is involuntarily reassigned from an allocated ESE paraprofessional capacity to a different non-ESE paraprofessional capacity by the Principal, that employee will remain at their current rate of pay for the remainder of the school year.

B. The Board shall provide an annual tool allotment of four hundred dollars (\$400) to upholsterers, mechanics/head mechanics, paint and body technicians, and service managers in the Transportation & Maintenance Department. The tool allotment shall be paid to eligible employees as of July 1 each year. The payment shall be made by the end of July in the regular payroll. The tool allotment shall be considered a supplement to wages and shall be subject to all standard deductions for social security, withholding, and mandatory Medicare. Employees must keep an updated list of tools with their supervisor to included description, estimated purchase date, and price. Failure to do so will disqualify employees from seeking reimbursement in the event tools are stolen from the job site in a theft documented by a police report.

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

D. Food Service Managers, who oversee a satellite meal program, shall receive an annual stipend. The stipend shall be based on the meal/meal equivalent total for the satellite center for the present school year times \$2.75. The stipend shall be paid in one check at the end of the school year.

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

1. Participation in the Certified Custodian program is mandatory. An employee is required to attend and pass the Certified Custodian Training, within twelve (12) months of their hire date. Employees will be compensated at their regular hourly pay rate.

2. Recertification (annual in-service) must be maintained yearly and is required for an employee to receive either of the wage supplements.

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

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

F. The Board shall provide Grounds Workers, Logistics Specialist, and Maintenance Workers who report to the Director of Maintenance or the Purchasing Manager and obtain a Commercial Drivers License (CDL) at the direction of the Board, an annual wage supplement of \$200 while their CDL is active. The employee will provide a current copy of their CDL license to their supervisor. The supplement shall be paid in a single check no later than October 1.

G. The Board shall provide Para Professionals and Virtual Learning Lab Facilitators with an Associate's degree or higher from an accredited college or university a bi-annual supplement totaling \$600.00, which shall be subject to deductions for retirement, Medicare and the like as with any other compensation. An official transcript must be submitted to the HR Department in order to receive the supplement. The bi-annual supplement payment of \$300.00 shall be paid no later than the last payday of December and final payment of \$300.00 to be paid on the last check at the end of the school year. Para Professionals who are hired after the start date for the position or who receive their degree during the year will receive an amount prorated to the date the degree was earned. The prorated amount shall be calculated using the number of days the employee works in the position divided by the number of workdays for which supplement is being paid (August – December) and (January – June) for the current school year. Supplement for the school year will be paid as it has in the past.

H. The school principal, with the exclusion of Lake Hills School, will select one primary and one back-up non-medical employee who shall be responsible for administering medicine, monitoring blood glucose, administering emergency injectable medication, injecting insulin, intermittent clean catheterization, flushing gastrostomy tube, feeding using gastrostomy tube and use of nebulizer. Non-medical employees shall not perform sterile catheterization. The Board shall provide a stipend of \$200.00 per semester for the primary employee and \$100.00 per semester for the back-up employee.

I. The Board will provide a six (6) hour In-Service for Teacher Assistants that will be held on non-work day. The In-Service will be mandatory. Teacher Assistants will earn their regular hourly rate for their participation in the In-Service. This In-Service is not eligible for award pay.

J. The parties agree that Para Professionals and clerical/secretarial employees shall be rewarded for eligible advanced training or education in areas relevant to the positions they hold. Mandatory trainings are not eligible for award pay. Training must be completed to qualify for in-service credit MIP points. Beginning the 2024-25 school year eligible trainings will be reviewed and approved by Lake County Schools Staff Professional Learning Department for in-service credit MIP points. Said employees will be paid a bonus in accordance with the following provisions:

1. The award shall be paid no later than January 30, in a single check. It is understood that such funds shall be subject to deductions for retirement, Medicare and the like as with any other compensation. Award application shall be submitted to employees no later than October 30. Application, along with all required documentation, must be returned no later than 4:00 p.m. on November 15 to the school principal or designee. The principal or designee must initial as well as sign/date the application and indicate that documents are included. The

principal or designee must submit the application and documentation to Employee Relations no later than 4:00 p.m. on November 30.

2. The total amount of money paid out for the awards listed shall be \$27,935.00. Available funds will be distributed on a prorated basis. Where awards are paid in full, any remaining funds will be carried over to the following year and added to the \$27,935.00. Awards for college courses for eligible employees are included.

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

4. Employees eligible for this award must submit documentation of training/classes to the Lake County Schools Professional Learning Department. MIP Credit Points will be calculated as follows: one (1) hour of training/class time equals one (1) MIP point. Eligible employees may submit up to and including eighteen (18) MIP points. Six (6) MIP points equal a \$100 award.

5. A \$100 award if an employee is fully literate in two languages and demonstrates proficiency in work assignments. The principal or designee must attach a letter verifying proficiency. Each work site is allowed to claim two (2) employees for the second language award.

K. College Courses toward the Field of Education: \$100 if the SEIU bargaining unit employee has earned college credit. 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. This award pay is included in the \$27,935.00 allocation.

Section 5 – Overtime.

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

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

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

D. The department head concerned will assign overtime among employees as equitably as practicable. In the absence of an emergency, overtime hours shall be offered in order,

beginning with the qualified work site employee within the job classification who has the least number of overtime hours to his credit. The offer of overtime work shall proceed to the qualified person with the next lowest number of overtime hours and so on until an employee is found who accepts the overtime assignment. On the next occasion when overtime is available, the offer shall start at the next person on the list who is qualified to complete the task and rotation shall continue in this way along the entire list each time. Overtime records shall be made available to the Union upon request.

Section 6 – Pay For All Hours Worked.

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

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

C. Whenever an employee is assigned or transferred to perform work of a job classification in a higher pay grade, he shall be paid the appropriate rate in that higher pay grade in one-hour increments if the employee works in the higher pay grade for more than four (4) cumulative weeks. Once the four (4) week limit has been reached, the employee will be paid at the higher pay grade for all the time worked at the higher pay grade. All hours worked shall be documented on the appropriate weekly time sheet and verified by the building level administrator. When the higher paying assignment ends, payment of the higher pay grade ends and the employee resumes his regular pay grade classification. The sole exception to this provision shall be when the employee is performing the work of a higher pay grade in a training capacity. The building level administrator shall make the assignment/transfer known to the employee in writing before the actual start date of the assignment or transfer.

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

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

The Board will follow Policy 4420 regarding termination pay.

Section 8 – BENCOR

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, will be eligible to participate in the Lake County School District BENCOR National Government Employees Retirement Plan (The Plan.) Participation in The Plan is mandatory, and an individual who meets the requirements for participation may not elect to waive participation.

Section 9 – Miscellaneous.

A. The Board shall pay any uninsured fees for the costs of all tests employees are required examinations to take as stated in Policy 4160. The employee shall bear the costs of fingerprinting and drug tests required as conditions of employment. The Board shall pay the cost of PPD (tuberculin skin tests). Depending upon arrangements made with the Lake County Health Department (an outside, governmental agency), employees might be required to report for PPD tests when they are not under contract for the fiscal year. Both parties agree that employees affected by such arrangements with the Lake County Health Department will report for the PPD that is recognized as a requirement for continued employment in the District. It is further agreed that the Board will not reimburse employees for travel to and from the testing sites and will not pay employees for the time they devote to the PPD testing and reading.

B. The following information shall be available to each employee online:

- Assignment, hours per day, rate of pay (annual and hourly)
- Pay Check-Current and history
- Leave – Balance and Usage history

C. All employees will be paid by direct deposit. Direct Deposit will be made to any permitted ACH Financial Institution.

D. Employee salary will be processed in the following manner:

1. Employee recurring salary will be their contract balance divided by the number of checks remaining to be paid. Employees who start work on or before the 15th of the month will receive their first pay on the last day of the month. Employees who start work on or before the last day of the month will receive their first pay on the 15th of the following month.
2. Changes to employee pay will follow the schedule above. If a change is received after the correct period end date it will be calculated as a retroactive adjustment in the next regular payroll. Accommodation for retroactive adjustments in extenuating circumstances will be made on an individual basis.
3. If employees are paid a week or more before the end of the month (as may occur due to winter and spring break) the effective date of the pay change may be one period later.
4. The last recurring salary payment for all employees under this agreement will be June 30.

E. Employees have the option of deferring pay over 24 payments. The option chosen will remain in use from year to year unless changed during the annual election period. Once an election is made for a school/fiscal year, it cannot be changed until the election period for the next

year. Under extenuating circumstances, involving a hardship, an employee may make a request to the Superintendent or designee to change their election during the year.

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

G. "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

Section 1 – Health Insurance.

Florida Blue Options Plan 3559 is considered the base employee health insurance plan. The board will pay an amount equal to 95% of the employee only coverage premium/contribution for the base plan regardless of which plan the employee selects. This Board premium/contribution is for employee only coverage for employees who work six (6) hours or more per day or thirty (30) or more hours per week. The board will pay an amount equal to 50% of the premium/contribution for the base plan 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 regardless of which plan the employee selects.

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.

- A. Both parties agree that consensus has been reached on the implementation of the HPI Plan, Florida Blue, Blue Options Plans 3559, 5771, 5180/081, The Standard Insurance. /EAP program, and The Standard Insurance Life Accidental Death and Dismemberment programs.
- B. Bargaining unit employees, who elect to have child, spouse and /or family coverage, will pay 100% of the premiums/contributions for child, spouse and /or family coverage. The Board will pay the cost of an eligible individual employee's Life and Accidental Death and Dismemberment Insurance and the cost for the Employee Assistance Program.
- C. Any increase in premiums/contributions or decrease in insurance benefits will be reviewed by the Joint Insurance Advisory Committee and negotiated between the Board and the Union prior to the effective date of said change. The parties agree to begin negotiations no later than ten (10) days after the District receives notification of an increase in premiums/contributions or a decrease in benefits.
- D. The Board and the Union agree that SEIU shall appoint five (5) bargaining unit employees as representatives of the Union to serve on the District's established Joint Insurance Advisory Committee.
- E. Commencing on or about April 1 of each calendar year, the Board and the Union agree that the Joint Insurance Advisory Committee will recommend any changes to the specifications for the insurance plans to be included in insurance proposals. Further, the Board agrees that said proposals will be advertised for health and life insurance coverage for the period after September 1 of each

calendar year for the duration of this *Agreement*, unless negotiations with insurance companies produce a result satisfactory to both parties.

F. Employees may participate in the District's flexible Spending Account plans. The plan will comply with Statute 125 of the Internal Revenue Code. Additional fringe benefits available through payroll deduction will include: 1) dependent health care; 2) dental care; 3) vision care; 4) disability income protection; and, 5) life insurance.

ARTICLE 12 DISCIPLINE

Section 1 – Probationary Appointment Status.

- A. Probationary Appointment (six [6] calendar months) – All newly hired employees shall be recommended for probationary status during their first six (6) calendar months of uninterrupted, continuous employment. For the purposes of this Article, uninterrupted, continuous employment means that the employee has not had any breaks in service as listed in Article 20, Section 2 of this *Agreement*. The parties agree that unpaid time off during the summer break will not count towards the completion of the probationary period. This probationary period will serve as a time for employees to be given every reasonable opportunity to develop into useful and productive employees. During this period, the employee may be discharged at will upon written notice. The notice shall state the reasons for discharge. The employee shall be given the opportunity to discuss the discharge with his immediate supervisor upon delivery of the written notification.
- B. Extension of Probation: A new employee's probationary period may be extended by the employee's supervisor or administrator following the initial six (6) month probationary period for an additional three (3) calendar months if the employee receives progressive discipline (as defined in Section 6 of this Article) greater than counseling during his first six (6) months of employment. An employee who has his probation extended shall be notified in writing of the extension and such notice shall include the reason for the extension and the date upon which the extension of probation expires. Copies of all probationary extension notices shall be sent to the Union at the same time they are given to each employee. The parties agree that unpaid time off during the summer break will not count towards the completion of the probationary period.
- C. A probationary employee shall be given a short, written evaluation of his work upon working three (3) calendar months. This evaluation shall notify the employee of his work performance. Probationary employees shall also be evaluated on the District's approved evaluation form on or before the deadline issued annually for all bargaining unit employees.
- D. Probationary employees shall be entitled to health benefits, if applicable, the first day of the month following ninety (90) calendar days of uninterrupted, continuous employment.
- E. Probationary employees shall be entitled to vacation accruals, if applicable, based upon the guidelines in ARTICLE 17 – LEAVES of this *Agreement*.
- F. During the probationary appointment, employees will enjoy all rights guaranteed by this *Agreement*, with the sole exception of appeal through the grievance and arbitration procedure upon discharge.
- G. The Board shall have no reemployment obligations to an employee who has been hired to replace an employee on Board approved leave after such leave has concluded, as long as the substitute employee was notified in writing of such temporary status.

Section 2 – Regular Status.

- A. Upon satisfactory completion of the probationary period, an employee will be recommended by his immediate supervisor for regular appointment status.
- B. An employee who works one (1) day more than one half (1/2) the contract year shall be credited with one (1) year of continuous service credit. The probationary period shall be counted in the calculations for the first year of credit.
- C. The provisions of this section do not apply to employees not covered by this *Agreement*.
- D. Any employee who previously held continuous or regular employment status in the District and who returns to the District may be placed on regular employment status after completing the probationary period defined in Section 1 of this Article.
- E. An employee's regular employment status shall be continued each year unless terminated for just cause and/or reduction-in-force reasons only. Such terminations are subject to the grievance and lay-off procedures.

Section 3 – Return to Probationary Status.

- A. A bargaining unit employee who has been appointed to regular employment status and who transfers to a different position with substantially different job responsibilities shall be returned to probationary status for a period of three (3) calendar months. The parties agree that unpaid time off during the summer break will not count towards the completion of the probationary period.
 - 1. At the conclusion of the probationary period, if the administrator or supervisor deems the employee's performance satisfactory, the employee shall be appointed to regular employment status.
 - 2. If, at any time during the three month probationary period, the administrator or supervisor determines that the employee is not performing satisfactorily, the employee will be given the opportunity to return to the previously held position, if it exists and is available. If the previously held position does not exist or is not available, the employee shall be offered a similar position at the same pay grade as the previously held position, if such position is available. An employee who accepts such a job offer shall retain the employment status previously held at that level. In addition, the employee may voluntarily choose to accept an available job at a lower pay grade and wages shall be paid at that pay grade. The affected employee shall retain his previous employment status. If the employee fails to accept an offer by the Superintendent or his designee or does not choose an available job at a lower pay grade, the refusal will be considered a voluntary resignation.

Section 4 – Just Cause.

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

Section 5 – Progressive Discipline.

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

A. Step 1. Counseling— This is an opportunity for the employee and the Administrator to informally discuss work-related problems and concerns. The counseling session is designed to help the employee;

1. Recognize the mistake or deficiency;
2. Accept the policy or procedure that is required;
3. Clarify expectations and procedures; and
4. Understand the consequences of failing to meet the standards.

B. Step 2. Level I Verbal Reprimand— This action is used to get the attention of the employee while the situation is still correctable. The employee shall be entitled to union representation. The primary purpose of this step is to alleviate any misunderstandings and to clarify the direction for necessary and successful correction of the problem. A Level I reprimand should:

1. Point out that future behavior of a similar type may result in more serious disciplinary action;
2. Indicate clearly the nature of the concern, cite the work procedures, rule or policy governing the concern, and explain precisely what corrective action is expected.
3. Be confirmed in writing using the Level I Reprimand Form, with a copy sent to the Director of Human Resource Services, and placed in personnel record.

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

C. Step 3. Level II Written Reprimand— This action is utilized when prior counseling sessions and/or the oral reprimand have not resulted in satisfactory changes of behavior. The employee shall be entitled to union representation. A Level II reprimand may or may not be preceded by a Level I

reprimand, depending on the type of violation. When issuing a Level II reprimand the Supervisor should:

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

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

D. Step 4. Suspension—Employee Relations will handle all disciplinary issues that may warrant suspension. The Supervisor should **contact Employee Relations when this step is necessary**. Suspension may be used when the employee has not responded to counseling, verbal or written reprimands or commits a more serious policy violation that warrants suspension. The suspension will be administered pursuant to Board Policy 4140. The employee shall be entitled to union representation.

(i). Suspension Pending Investigation

1. There are situations where the employee may need to be removed from the workplace before an investigation can be conducted. These may include, but are not limited to, sexual harassment, disorderly conduct, or other situations where the employee presents a potential threat to other employees, students, or others.
2. A suspension, pending an investigation, is imposed with the understanding that a final decision relative to the appropriate disciplinary action will be made after the investigation by Employee Relations.
3. If there is no cause for disciplinary action, the employee will receive pay for the regular earnings lost during the suspension if it was deemed without pay.

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

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

(i). Prior to taking formal termination action, the Employee Relations must confirm that the employee has received procedural due process. This procedure requires Employee Relations

to have a pre-termination meeting with the employee, which includes, but may not be limited to:

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

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

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

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

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

Section 6 – Authority.

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

ARTICLE 13 EVALUATION

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

Clerical	Custodial
Food Service	Maintenance/Skilled Trades
Supervisory Unit	Transportation
Teacher Assistant	

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

PERFORMANCE IMPROVEMENT PROCESS FORM

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

1. This form has been created to be used as a tool to improve the functional performance of the employee before discipline is issued.
2. When applicable, the form will be used in coordination with the evaluation when it is submitted to Human Resources.
3. The form will indicate if the employee has Corrected or Not Corrected the performance issue.
 - A. Not Corrected: The form must be attached to the annual evaluation form with the indicator scored as "Needs Improvement" or Unsatisfactory"
 - B. Corrected: No need to attach the form to the annual evaluation form.
Appropriate indicator will be scored as "Meets Expectation"
 - C. The period of evaluation begins at the conclusion of the most recent 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, FPSU.

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, FPSU. 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 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.

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

Section 3 – Representation.

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

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

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

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

Section 4 – Effect of Time Limits.

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

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

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

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

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

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

Section 5 – Grievance Procedure.

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

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

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

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

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

A. Step One (Informal): In the event that an employee believes there is a basis for a grievance, the grievant shall first meet informally with his immediate supervisor. This meeting must take place within 15 working days after the grievant knew or should have known of the incident which is the basis of the grievance. The purpose of the Step One meeting shall be to provide an opportunity for both parties, the grievant and the administrator, to discuss the situation, share all pertinent information, and to reach resolution to the situation. A Union representative shall have the right to be present at this discussion. Step One shall not be bypassed except in the event that the grievant's immediate supervisor is not the designated grievance administrator and cannot, by virtue of job duties, resolve the complaint, the grievant may elect to bypass Step One and submit a formal grievance to his grievance administrator thus initiating Step Two. Any adjustment reached in the informal discussion must be consistent with the terms of this Agreement unless approved by the Union and committed to writing as a Union waiver of this Agreement.

B. Step Two (Formal):

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

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

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

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

3. Reply - The grievance administrator shall issue a written reply to the grievance, explaining the reasons for its being granted or denied, within five (5) days after the Step Two meeting.

C. Step Three:

1. Appeal - If the dispute is not resolved at Step Two, the Union and/or grievant may appeal to the Superintendent or designee, by completing the portion of the grievance form indicated for this purpose and delivering it in person or by certified mail, return receipt requested, to the Superintendent or designee within five (5) days after receipt of the Step Two reply.

2. Meeting - The Superintendent or designee, the grievant and the Union representative shall meet to discuss the grievance within ten (10) days after the Superintendent or designee receives the written grievance.

3. Reply - The Superintendent or designee shall issue a written reply to the grievance, explaining the reasons for its being granted or denied, within ten (10) days after the Step Three meeting.

D. Step Four - Arbitration:

1. Invocation - Within ten (10) days after receipt of the previous decision, or within twenty (20) days of the previous step hearing if no response is forthcoming, the Union may invoke arbitration by filing a request for arbitration with the Federal Mediation and Conciliation Service (FMCS) and by delivering a copy of the request indicating their intentions to the Superintendent or designee in person or via certified mail, return receipt requested.

2. Arbitrator - The FMCS shall furnish a panel of seven (7) names. Within five (5) days of receipt of the panel from the FMCS, either party shall have the right to reject the first list provided before the striking out of names occurs. Upon rejection of the first list, either party

may request a second panel of seven (7) names from the FMCS. Within five (5) days of receipt of the second list from the FMCS, the parties shall meet to select an arbitrator from the list by alternately striking three (3) names each, thus leaving the seventh who shall be the impartial arbitrator. The parties shall then promptly notify the FMCS and the selected arbitrator of his selection and shall confer about appropriate dates for the hearing(s).

3. Powers and Authority of the Arbitrator - It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to change any policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of such policy or rule. The arbitrator shall not have the authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall be presented with and decide that issue at the outset of the hearing and shall decide if the grievance is arbitrable, subject to judicial review in accordance with law. The arbitrator may hear more than one (1) grievance at a time by mutual consent of the parties.

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

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

Section 6 – Other Provisions.

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

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

C. All employees shall have the right to meet with a Union representative during regular work hours with pay, for a period of time not to exceed one (1) hour where in the opinion of the grievant's immediate supervisor such access would not interfere with the duties or responsibilities of the persons involved and where the Union is investigating the facts to file or to pursue a grievance. Upon

entering District property, Union representatives shall comply with the sign-in/sign-out procedures of the Board.

D. All grievances may be processed during the grievant's regular work hours. In dealing with the processing of grievances, Union representatives shall be granted reasonable access to classified personnel during the working day where in the opinion of the grievant's immediate supervisor such access will not interfere with the duties or responsibilities of the persons involved.

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

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

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

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

Section 7 – Back Pay.

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

ARTICLE 15

JOB DUTIES

- A. The Union agrees that it is the Board's right to prepare and maintain job descriptions for all employees. The job descriptions include qualifications and an outline of typical job duties. It is understood by the parties that incidental duties connected with the functions listed in the job description are not specifically described. This does not preclude the requirement of performance by employees of related duties.
- B. Nothing in a job description is intended or shall be construed so as to concede to any employee the right to refuse to follow instructions or orders. It is understood between the parties that employees will normally be assigned duties that are consistent with their job descriptions.
- C. It is understood by the parties that employees may, from time to time, be assigned to duties outside of their job description, including, but not limited to:
1. Covering emergency, as stated in Article 2, Definitions, situations; or,
 2. Filling a temporary operational need of the school district; or,
 3. Receiving job-related training that will support and enhance skills.
- D. The Board agrees to bargain with the Union the impact of changes it seeks to make in current job descriptions or when the Board creates new job classifications.

ARTICLE 16 LAY-OFFS

Section 1 – Lay-off.

- A. A lay-off shall be defined as a reduction in force in a given administrative unit.
- B. The Board's designee shall confer with the Union's designee at least sixty (60) days prior to the proposed effective date of a reduction in force of bargaining unit employees.
- C. In the event it becomes necessary to lay-off employees, employees shall be laid off in the inverse order of their seniority.

Section 2 – Bumping Rights.

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

Section 3 – Recall Rights.

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

ARTICLE 17 LEAVES

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

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

Section 2 – General Provisions.

- A. Any absence of a non-instructional staff member from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Any request for leave to be granted retroactively shall be denied. Leave for sickness or other emergencies shall be granted in advance if prompt report is made to the proper authority. No leave, except military leave, and maternity/parental leave, shall be granted for a period in excess of one (1) year or any period of time beyond the current contractual period. Leave may be with or without pay as provided by Florida Statutes, State Board of Education Rules, and Board Rules. For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of required service days.
- B. An employee on maternity/parental or military leave shall return to the position in which he left unless conditions are otherwise set forth on the leave request form.
- C. A leave application shall be filed in writing and in advance on the form prescribed by the Board and shall be directed to the Board. The application shall be submitted by the employee to his immediate administrative supervisor for approval.
- D. Leave shall be used for the purpose(s) set forth on the leave application. If the leave conditions change, the employee shall file an amendment to the application to meet the new conditions(s). If the Board approves the amendment to the leave, the new condition(s) shall apply and the leave shall remain in effect.
- E. An employee who violates the terms of the leave application shall have the leave terminated and shall be subject to termination of his employment.
- F. Any employee who files a false leave application shall forfeit all compensation during the time of his absence and shall be subject to dismissal from employment by the School Board.
- G. Leave shall be scheduled to cause a minimum disruption of the school program.
- H. Non-instructional staff members who expect to be absent from duty for any cause shall notify his administrative supervisor or designee at the earliest possible time. Notice of absence shall always be in advance of the absence unless conditions beyond the control of the employee deem it impossible.

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

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

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

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

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

1. For the period in which the illness or injury occurred, the employee shall file a written claim signed by the principal or the immediate administrative supervisor for attachment to the payroll report.
2. In case of injury, a certificate from a physician licensed by the state of Florida shall be required. For a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted while the employee was actually engaged in the performance of his duties.
3. After determining that the claim is valid and factual, the Board shall approve the leave.
4. Any worker's compensation payment shall be in accordance with the Policy 4430.05 entitled "Illness-Or-Injury-In-Line-Of-Duty Leave."

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

1. File a certificate signed by a licensed physician designated by the Board, stating that the employee is unable to return to duty because of the injury or illness for which the initial leave was granted;
2. Agree to file a medical report at such intervals as the Superintendent may direct to show that the employee is unable to perform his duties;
3. Not engage in any type of work for which he will receive remuneration; and,

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

Section 4 – Jury or Witness Duty.

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

Section 5 – Maternity/Parental Leave.

A. A full-time non-instructional employee who is an expectant mother at the beginning of the school year or who becomes pregnant during the school year shall be granted maternity/parental leave as provided herein. When the employee determines that she is pregnant and wishes to take parental maternity leave, she may file with the Superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible, the effective date for the suspension of services shall be mutually agreed to by the employee and her immediate administrative supervisor. Such decisions shall be based on, but not limited to, physical condition, effectiveness in performing her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service and the recommendations of the attending physician. The immediate administrative supervisor shall determine and inform the employee as to the number of days or hours of service required for her to receive credit for a year of service for salary purposes during the school year. When a mutually acceptable date for the initiation and termination of leave cannot be achieved, the leave for a non-instructional staff member shall commence on a date determined by the employee in consultation with her physician and shall terminate upon certification of the physician that she is physically capable of performing assigned duties.

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

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

Section 6 – Military Leave of Non-instructional Personnel.

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

- B. An employee granted military leave for active duty shall be returned to employment in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- C. Compensation allowed during military leave shall not exceed two hundred-forty (240) hours as provided in Section 115.07, Florida Statutes.
- D. An employee who enters active military service shall be governed by the provisions of Sections 115.09, 115.14, 121.111, and 250.341, Florida Statutes, for military leave.

Section 7 – Sick Leave for Non-instructional Personnel.

- A. Any non-instructional staff member employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year. Thereafter, non-instructional personnel shall accrue one (1) day of sick leave credit at the end of each month of employment. However, each non-instructional staff member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to the employee. Such leave is cumulative from year to year without a limit on the number of days that may be accrued. Such leave shall be taken only when the person is unable to perform his duty because of personal illness, temporary physical disability, or illness or death of father, mother, sister, brother, husband, wife, child, or other close relative or member of his household. Any leave charged against accrued sick leave shall be with full compensation.
- B. Claim for sick leave shall be filed through the immediate administrative supervisor to the Superintendent after the employee returns to duty. The claim shall be in writing and shall set forth the days absent. It shall be duly signed by the claimant certifying that the facts are true and correct and that the claim is valid and legal. The Superintendent may require a certificate of illness from a physician licensed by the state of Florida or from the County Health Officer. No employee shall receive compensation for work until such requirement has been met. A false claim for sick leave shall be deemed grounds for termination of the employee.
- C. A non-instructional staff member who has used all accrued sick leave, but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall clearly state the leave is without compensation. An application for sick leave due to extended illness shall have attached a statement from a physician, licensed by the state of Florida, certifying that such leave is essential and indicating the probable duration of the illness and the needed leave.
- D. All unused, accumulated sick leave accrued by any non-instructional personnel in other Florida school districts or state educational agency shall be accepted by this District upon employment. The transferred sick leave that is credited to an employee's account shall not exceed the amount or rate earned during employment in the District. It is the employee's responsibility to contact other school district(s) or agency(ies) to request a transfer of sick leave.
- E. Previous accrued sick leave shall become valid on the first day of contractual service if a non-instructional staff member employed in the District interrupts service and subsequently returns to duty in the District without having transferred and used his accrued sick leave credit in another Florida school district. When a non-instructional staff member retires and receives terminal pay benefits based on unused sick leave all unused sick leave credit shall become invalid.

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

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

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

I. These conditions shall apply to sick leave accrual.

1. Employment prior to the sixteenth (16th) of any month shall permit the month to be counted as a full month of employment.
2. Termination of employment after the fifteenth (15th) of any month shall permit the month to be counted as a full month of employment.
3. An employee shall be ineligible for sick leave accrual when he has taken more than eleven (11) workdays of leave without pay during a month unless he is on leave from illness-in-line-of-duty.
4. An employee who resigns before completing a full month of employment shall be ineligible for sick leave.
5. An employee who is drawing from the Sick Leave Bank as provided herein shall not accrue sick leave.

Section 8 – Sick Leave Bank.

Any usage of the Sick Leave Bank shall be governed by Policy 4420.

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

Section 9 – Personal Leave of Non-instructional Personnel.

A. Personal Leave - Non-instructional staff members shall be granted six (6) days of personal leave with compensation each school fiscal year for personal reasons. Personal leave shall be charged against accrued sick leave and shall not be cumulative from year to year. Except for emergency or unforeseen situations, personal leave requests shall be given to the immediate administrative supervisor at least three (3) days in advance of the date that the employee desires to be absent from his duties. Requests submitted after the notice period may be denied if adequate

arrangements for coverage of the employee's duties cannot be accomplished. Employees may not take more than three (3) consecutive days of personal leave without prior approval of the Superintendent or designee.

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

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

D. Extended Personal Leave Without Pay - Non-instructional staff members in the District may be granted one (1) year of leave for personal reasons as specified on the leave application; however, reemployment is not guaranteed. An employee's return from extended personal leave depends on the availability of a vacant position in the District for which they are qualified. Consecutive leaves of absence for personal reasons shall not be granted by the Board.

Section 10 – Vacation Leave of Non-instructional Personnel.

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

1. One (1) day per month cumulative to twelve (12) days per year for less than five (5) years of continuous service in the District.
2. One and one-quarter (1 1/4) days per month cumulative to fifteen (15) days per year for five (5) years or more of continuous service in the District.
3. One and one-half (1 1/2) days per month cumulative to eighteen (18) days per year for ten (10) years or more of continuous service in the District.

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

B. Vacation leave shall accrue at the close of each month and shall not exceed thirty (30) working days as of January 3 of each year; any days in excess of the thirty (30) days shall be forfeited as of January 3 of each year.

- C. Vacation leave may be granted upon the written application of the employee and with the prior approval of the employee's immediate administrative supervisor. Vacation leave shall be scheduled for minimum disruption of the school program.
- D. Vacation leave may be granted the first month after accrual.
- E. Accrued vacation leave may be used in lieu of other types of leave with the immediate administrative supervisor's approval.
- F. These conditions shall apply to vacation leave accrual.
1. Employment prior to the sixteenth (16th) of any month shall permit the month to be counted as a full month of employment.
 2. Termination of employment after the fifteenth (15th) of any month shall permit the month to be counted as a full month of employment.
 3. An employee shall be ineligible for vacation leave accrual when he has taken more than eleven (11) workdays of leave without pay during a month unless he is on leave from illness-in-line-of-duty.
 4. An employee who resigns before completing a full month of employment shall be ineligible for vacation leave.
 5. An employee who is drawing from the Sick Leave Bank as provided herein shall not accrue vacation leave.
- G. Any non-instructional staff member who transfers from a twelve (12) month position to less than a twelve (12) month position in the District or terminates employment shall receive pay for vacation leave credited to him at the time of transfer or termination provided he has been employed for twelve (12) months.

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

- A. All requests for leave shall be submitted on the proper District form and shall be approved in accordance with these procedures. Any leave for an extended period of time or that is not explicitly covered herein shall be submitted to the Board for its consideration.
1. The following types of leave require the Board's approval:
 - a. Extended sick leave in excess of ten (10) consecutive unpaid days;
 - b. Maternity/Parental Leave;
 - c. Military leave in excess of two hundred-forty (240) hours;

- d. Unpaid personal leave in excess of ten (10) consecutive days;
- e. Illness-in-the-line-of-duty leave in excess of ten (10) days; and,
- f. Leave to seek political office;
- g. Any compensated leave in excess of ten (10) consecutive days;
- h. Family and Medical Leave.

2. The Superintendent or designee is authorized to grant the following types of leave or duty assignment:

- a. Sick leave or unpaid sick leave not to exceed ten (10) days;
- b. Personal leave chargeable to sick leave;
- c. Unpaid personal leave not to exceed ten (10) consecutive days;
- d. Vacation leave;
- e. Jury duty assignment;
- f. Military leave not to exceed two hundred-forty (240) hours;
- g. Witness duty absence;
- h. Line-of-duty/temporary duty elsewhere leave, and
- i. Bereavement Leave.

Section 12 – Family and Medical Leave.

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

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

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

Family Leave:

- a. Birth of a son or daughter of the employee and in order to care for such son or daughter.
- b. Placement of a son or daughter with the employee for adoption or foster care.

Medical Leave:

- c. Care for a spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
 - d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For purposes of this policy, an “eligible employee” means an employee who has been employed (F.R. 825.110):
 - a. For at least twelve (12) months by the Board; and
 - b. For at least 1,250 hours of service with the Board during the previous twelve (12) month period immediately preceding the start of the leave.
3. A husband and wife who are employed by the Board are permitted to take only a combined total of twelve (12) workweeks if the leave is taken for the following circumstances: (1) for birth of a son or daughter or to care for the child after birth; (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent ‘in-law’) with a serious health condition (F.R. 825.202).
4. For the duration of FMLA leave, the Board shall maintain the employee’s group health coverage. Employees who pay a portion of their premium and who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave to make direct premium payments during a period of unpaid FMLA. If the employee fails to return to work after the expiration of the leave, or an extension of leave for the same or related purpose, the employee will be required to reimburse the Board for payment of health insurance premiums during the family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition that prevents the employee from performing his job or circumstances beyond the employee’s control (F.R. 825.213).
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).
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).

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).

8. If an employee requests FMLA is requested, the employee the Board may require employees has the option to use his accrued paid vacation leave, paid sick leave, paid personal leave, sick leave bank, if eligible, or unpaid leave or any combination concurrently with the employee's FMLA leave prior to the utilization of the Family and/or Medical Leave.

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).

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 Board policies, practices and collective bargaining agreement.

11. The employee is not eligible to collect unemployment compensation or worker's compensation while on Family or Medical Leave.

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.

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

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

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

Section 14 – Bereavement Leave

- A. Full-time employees may apply for up to two (2) days of paid bereavement leave in the event of a death in his/her immediate family in order to attend to related issues.
- B. For the purpose of this designated leave immediate family is defined as a father, mother, brother, sister, husband, wife, child, or member of one's own household.
- C. Bereavement leave must be used within (30) thirty days following the death of his/her immediate family member. An employee may apply for a maximum of two (2) days of bereavement leave per fiscal year.
- D. Bereavement is not accumulative.
- E. Employees will not be paid for days not scheduled to work.
- F. Employees are required to provide a copy of the obituary or other satisfactory document to accompany the leave request for approval.

ARTICLE 18

PROMOTIONS AND TRANSFERS

Section 1 – Vacancies.

- A. A vacancy shall be defined as a newly created bargaining unit position or a position that has been vacated by an employee, provided the position has not been eliminated.
- B. Whenever a vacancy occurs, a notice of the vacancy shall be posted to the district's on-line application. For the first two (2) days of the posting, the vacancy will only be visible to current employees through their individual online application account. The notice shall include the following information: job title, a link to the job description, pay grade, work site location, name of supervisor and qualifications for the job (based on the job description), and deadline for submitting an application for the vacant position. The notice shall be posted for to the district's Intranet and Internet at least four (4) workdays with the same information listed above. While the interviewing process may begin prior to the deadline for submitting applications, a candidate shall not be hired until such deadline has passed.
- C. To apply for a vacancy, current District employees shall complete the current employee application located on the application system of the Lake County School website. The five senior District employees who apply and who are qualified will be interviewed.

Section 2 – Selection.

- A. The Board shall give preference to applicants from within the school system provided such applicants meet the advertised qualifications including proper skills and abilities. The Board retains the right to solicit outside applicants and to determine whether or not any applicant is qualified for the job advertised.
- B. In selecting the successful candidate from among equally qualified School District employees, the employee with the greatest district-wide seniority shall be selected to fill the vacancy.
- C. Employees who are not selected shall have the right to discuss the reasons for their non-selection with the Board representative who made the decision, and shall have the right to the presence of a Union steward at such meeting. Also, every interviewed applicant will be notified even if they are not selected.

Section 3 – Promotions, Transfers, and Demotions.

- A. Definitions:

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

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

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

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

B. If any employee is promoted or transfers to a position represented on the same pay table they will follow the criteria below. Under no circumstance will the employee's promotional base rate of pay exceed the new pay grade maximum.

- 1) Determine the difference between the new and old pay grades.
- 2) Multiply the difference by five (5) to determine the percent increase.
- 3) Multiply the percent increase by the current hourly rate to determine new hourly rate.
- 4) Assign the closest hourly rate greater than or equal to the new calculated hourly rate based on the lane assignment.
- 5) Identify the index on the assigned lane.

If any employee is promoted or transfers from a position on the traditional classified pay table to a position on the specialized pay table, they will move laterally across from the traditional pay table to the specialized pay table to determine the new wage rate. Placement on the specialized pay scale will not be less than five (5) percent to establish their new hourly rate. If lateral placement is less than five (5) percent, assign the closest hourly rate greater than or equal to a five (5) percent increase to determine new index and hourly rate. Under no circumstance will the employee's promotional base pay rate exceed the new pay grade maximum

C. If any employee is demoted to a position represented on the same pay table during the school year, the employee's salary shall remain the same for the remainder of the contract year. To determine the new wage rate for the following year, the employee will move laterally on the pay table to the lower pay grade. If the demoted employee's salary is higher than the maximum rate of the pay grade into which he is moving, the employee's new wage rate will be the maximum of the new pay grade.

If any employee is demoted or transfers from a position on the specialized pay table to a position on the traditional classified pay table, they will be placed on the appropriate index. Placement on the traditional pay scale will be as prescribed below.

1. Identify the index on the traditional table that the employee left.
2. Apply any applicable compensation increases through prior negotiations.

D. In cases in which an employee voluntarily accepts a job whether during the school year or during the summer-time employment period at a lower pay classification, the employee's new wage

rate shall be calculated as provided for in Subsection C in Section 3 – Promotions, Demotions and Transfers.

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

ARTICLE 19 SAFETY AND HEALTH

Section 1 – Safe Workplace.

- A. The Board shall be responsible for providing a safe work place for every employee. Employees shall be responsible for complying with safety practices and procedures and for reporting all unsafe conditions, facilities or equipment of which he is aware.
- B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. No employee shall be disciplined for refusal to perform work that poses an imminent danger to life or serious physical harm to himself.
- C. Whenever the Board provides employees with approved safety equipment, supplies and clothing, including, but not limited to, protective clothing, shoes, work gloves, safety helmets, masks and safety glasses, without charge to employees, employees shall use the equipment and clothing. Such equipment and clothing shall be replaced by the Board, at its expense, when worn out. Employees must return the worn out clothing and equipment to the Board. Upon separation from employment by the Board, all such safety equipment, supplies and clothing shall be returned by the employee to the Board. Employees shall not use Board owned equipment, supplies and clothing for personal employment and jobs outside the jurisdiction of the Board.

Section 2 – Notice.

- A. The Board shall notify all affected employees of hazardous substances present in the workplace, in accordance with applicable federal and state laws.
- B. All on-the-job accidents and injuries must be reported to the employee's immediate supervisor or designee who shall report the incident to the risk manager immediately. All assaults on employees shall promptly be reported to the employee's immediate supervisor.
- C. Employees shall be notified of the presence of communicable diseases in the workplace in accordance with state and local laws. The Board shall provide in-service instruction in hygienic practices and management to employees coming into contact with such communicable diseases.

Section 3 – Workplace Safety Committees.

- A. In order to promote health and safety in places of employment in the Lake County School District, the Union and the Board agree that a workplace safety committee shall be formed at each school and departmental worksite in the District. The committee shall be governed by Section 442.012, F.S. The goal of the committee shall be to reduce the occupational hazards confronting classified employees.

The Union shall appoint no more than four (4) representatives to each school committee. The Union shall appoint no more than two (2) representatives to each departmental safety committee. One of

the worksite administrators shall be a member of each committee. Management may also appoint an additional employee who is not included in the bargaining unit.

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

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

Section 4 – Use of Tobacco Products.

A. In order to safeguard the health and safety of all employees in the Lake County School District, the Board and the Union agree that the use of all tobacco products shall be prohibited in all Board facilities, on all School Board property and in all School Board vehicles.

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

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

ARTICLE 20 SENIORITY

Section 1 – Definition.

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

Section 2 – Principles.

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

Section 3 – Breaks in Service.

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

- A. Resignation;
- B. Retirement;
- C. Discharge without reinstatement; and,
- D. Lay-off status, without recall, for more than one (1) calendar year.

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

ARTICLE 21

SUBCONTRACTING

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

ARTICLE 22

WORKDAY and RELATED MATTERS

Section 1 – Workday/Work Year.

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

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

1. Employees who work four (4) or more, but less than six (6), continuous hours shall receive at least one fifteen (15) minutes break period per day.
2. Employees who work six (6) continuous hours per day or more shall receive two (2) break periods of fifteen (15) minutes each, one in the morning and one in the afternoon, and a half-hour (1/2 hour) unpaid, duty free lunch period.
3. Employees who work a four day ten hour work schedule shall receive two break periods of 20 minutes each and a half-hour (1/2) unpaid, duty-free lunch period.
4. Employees who work directly with students shall be provided breaks as permitted by their duties.

C. Bargaining unit employees shall be permitted to leave work thirty (30) minutes before the end of their regularly scheduled shifts on the day immediately preceding the following: Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Holiday, Winter Break, and Spring Break provided the employees have no mandatory work responsibilities. Bargaining unit employees shall suffer no reduction in pay on such days.

D. Beginning 2023-24 School Year, Paid Holidays: 180 -186 day calendar receives four (4) paid holidays, 196 day calendar receives five (5) paid holidays and 240-247 day calendar receives five (5) paid holidays and one (1) paid floating holiday. The floating holiday must be used in the year earned. Requests to use the floating holiday shall be given to the immediate supervisor at least five (5) work days in advance of the date that the employee desires to be absent from duties.

Section 2 – Reduction in Hours.

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

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

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

Section 3 – Reduction in Force.

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

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

Section 4 – Special Duties

Non-instructional duties during the work day, which non-instructional staff are expected to perform, such as, but not limited to, bus/car duty, lunchroom duty and playground duty, will be distributed equally between selected staff and in rotation where possible. Employees will not be responsible to get their own coverage during emergency situations.

Section 5 – Supplies and Equipment

Employees will be provided the necessary supplies and work equipment that are essential to their job duties, as approved by their administrator, and within the school/department budget.

ARTICLE 23 MISCELLANEOUS PROVISIONS

Section 1 – Child Attendance.

Employees who qualify for FRS benefits, are guaranteed a seat for their child/children at the Lake County School of their choice regardless of their home address or work-site location. (The guarantee does not apply to charter schools or magnet schools.) Qualified LCS employees may request a student transfer, one time per year, to allow students in grades K-12, under that qualified employee's legal guardianship, to attend any Lake County School. The Board will not provide special transportation, nor shall it be responsible for before- and after-school hour care in such cases.

Section 2 – Facilities for Employees.

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

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

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

Section 3 – Travel and Reimbursement.

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

Section 4 – Job Description.

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

Section 5 – No Strikes.

The Union agrees that neither it nor its members shall participate in a strike against the Board by instigating or supporting in any manner a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted

abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct that adversely affects the services of the Board; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

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

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

Section 6 – Copies of Agreement.

Copies of this Agreement entitled "Agreement between the Board of Lake County, Florida, and the Service Employees International Union, FPSU" shall be available as follows: The Union shall be responsible for distributing copies to bargaining unit employees. Members of the bargaining unit and all other interested parties may access this Agreement, online, via the Lake County Schools website (lake.k12.fl.us). The Board shall be responsible for updating copies on the district website and distributing the number of copies that it deems necessary. The text of the actual Agreement shall be identical in content and format.

Section 7 – Waiver.

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

ARTICLE 24 TRANSPORTATION

Section 1 – Route Boards

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

Section 2 – Route Bidding

A. Newly Created and Open Routes:

1. Bus Drivers and Bus Assistants who meet the qualifications to drive or assist a bus for the Board shall be eligible to bid on and drive or assist any route. Award of all regular routes shall be based on seniority.
2. Normally, all newly created and open routes including mid-day and after school routes shall be posted within three (3) workdays in all bus compounds for bid for at least six (6) workdays. Bus Drivers and Bus Assistants shall bid on these openings by signing the bid sheet on or before the closing date listed on the posting. Routes shall be assigned to the bidding Bus Driver or Bus Assistant with the most Countywide seniority.
3. All route postings shall include the designated bus compound, total daily hours, the schools served and the starting and ending times of the route.
4. The successful bidder shall be notified of his or her selection, and be put in that position within three (3) workdays after the posting. Further, the successful bidder has six (6) workdays, or until the route has been filled, of driving or monitoring the route to accept or reject the route.

B. Re-bid:

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

Section 3 – Field Trips

A. All lots must have a field trip board that is provided by transportation and kept current with the names of Bus Drivers/Bus Assistant IIs taking field trips and trips noted for each day. Bus Driver and Bus Assistant II names will be listed by lot seniority. The symbols used on the boards posted at the bus lots shall be:

- E = Emergency trip (no more than 24 hours notification)
- R = Refused trip
- C = Canceled trip

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

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

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

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

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

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

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

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

G. Once a trip is posted, it is the driver's responsibility to accept or refuse the trip within 48 hours. If no response has been given, within that time period, the trip will be reissued to the next driver in line and counted as an R (refusal.)

H. Bus Drivers shall not swap trips with other drivers under any circumstances.

I. Trips of short duration that require a driver to either drop-off or pick-up students and that are less than the minimum of 1 $\frac{3}{4}$ of an hour in length including pre-trip clean-up shall not be counted as a field trip for that driver. Drivers shall be paid 1 $\frac{3}{4}$ hours at the driver's current hourly rate for such trips. Four (4) such trips in one month's time shall be equal one (1) trip for that driver. These trips shall be assigned as in K below.

J. In the event a driver refuses a trip, the trip assignment sheet must be returned to the Lead Driver as soon as possible.

K Field Trip Distribution – The Transportation Department shall assign field trip hours among employees as equitably as is practical. In the absence of an emergency, field trips shall be offered in order, beginning with the employee at the top of the field trip list. The offer of a field trip shall proceed to the next person on that list and so on. Refusal, of an offered field trip offered shall be considered

as a field trip worked and that employee shall not be offered another field trip until (s)he is due in the rotation again. Under no circumstances shall a driver be paid for a refused field trip.

L. In the event a driver refuses three (3) trips that result in an E (emergency trip,) the driver will be removed from the field trip list for a period of one (1) month.

M. An employee that is not on the appropriate field trip list shall not be offered a field trip unless an attempt to contact all employees on that list has been made and all contacted have refused.

N. A list of all field trips including trips offered, refused and accepted shall be posted at each facility and kept current.

O. Bus Drivers shall be paid at their regular rate of pay per day for fifteen (15) minutes in addition to payment for the field trip. The fifteen (15) minutes shall include five (5) minutes for a pre-trip inspection of the bus and ten (10) minutes at the conclusion of the field trip for bus cleaning (including sweeping, dusting, picking up of litter and cleaning front windshield and back windows). Buses shall be cleaned at the end of the field trip at either the bus lot or the school. IN the event the driver needs extra time to clean a bus, the need shall be pointed out to the person in charge of the field trip at the conclusion of the trip. The driver and the person in charge of the field trip will agree on the extra amount of time needed. The person in charge of the field trip shall document the extra time on the required field trip report sheet and sign the sheet. The extra clean up time shall be added to the driver's pay and calculated at the driver's regular rate of pay per day.

P. Bus Drivers and Bus Assistants shall be paid at their regular rate of pay per day from the time they leave the bus lot at the beginning of the trip until the time the bus is parked and secured at the conclusion of the trip. This amounts to lot-to-lot payment.

Q. Bus Drivers on field trips shall not be required to chaperone at any time. However, any driver on a field trip shall be available for an emergency and must remain in a designated area.

Section 4 – Canceled Trips

A. In the event a field trip that requires more than one driver and bus has to be cut, the driver with the least seniority will be cut first unless any driver on the trip volunteers for the cut. The driver who is cut will be paid 1 $\frac{3}{4}$ hours at the driver's current hourly rate and be noted as C = date.

B. If a field trip is canceled on a non-work day with less than twenty-four (24) hours notice and it is not due to a situation beyond the control of the school, the driver shall be paid $\frac{1}{2}$ the trip time, but not less than four (4) hours pay. In the event of a situation beyond the control of the school, the driver will receive one and three-quarter (1 $\frac{3}{4}$) hours at their regular rate of pay.

C. If a field trip is canceled with less than two (2) hours notice on a regular work day, bus drivers and bus assistants shall be paid one and three-quarter (1 $\frac{3}{4}$) hours at their regular rate of pay.

Section 5 – Bus Safety

A. No bus driver will be forced to load a bus beyond capacity except in an emergency.

B. Bus Assistants shall not be pulled except in case of an emergency.

Section 6 – Summer Work

A. Bus Drivers will bid by seniority to drive summer routes.

B. Bus Assistants will bid by seniority to aide/assist on summer ESE routes. In those instances where there are not enough bus assistants available to fill summer routes, the positions will be offered to bus drivers with the condition that those drivers complete a bus attendant training program at the expense of the district prior to the beginning of the summer program.

C. When summer work other than driving is available to lead drivers, they will not be put on the bidding list.

D. Lead Drivers will be offered 6 weeks of summer work.

E. Bus Drivers will be paid their hourly rate for the amount of time spent driving a dry run. Drivers will be paid a minimum of two (2) hours for a dry run.

Section 7 – Workday

A. Bus Drivers shall be guaranteed a minimum 4.5 hour workday to include a sixty (60) minute clean-up time and current paper work.

B. Normally, all work will be offered to drivers and monitors countywide before substitutes are called, except in cases of emergency.

C. The following tasks shall not be considered part of a Bus Driver's normal workday:

1. Bus cleaning beyond sweeping, dusting, picking up of litter and cleaning windows.
2. Meetings approved by any district administrators and/or route managers with students, parents and/or other district administrators that occur after the end of the employee's work shift.
3. Reviewing and delivering bus video tapes /DVDs to schools and departments as requested by principals and other district administrators and/or route managers.
4. Waiting with a mechanically failed bus.
5. Fueling.

When performing these tasks, Bus Drivers shall be paid in quarter-hour increments beyond their regular workday.

D. Additional hours worked such as extra duty, mandatory meetings, field trips, etc. will be paid per Article 10, Section 5 (Overtime). The Transportation Annual Inservice will be paid in the first

regular payroll cycle following the workshop, provided the workshop date is five (5) working days prior to the payroll data entry cutoff.

E. Bus Drivers/Monitors are entitled to break periods as bus schedules permit in Article 22, Section B.

Section 8 – Bus Assignment

A. Effective 2016-17 School Year, the placement of new school buses will be assigned using the following procedure:

1. Placement of buses will be done at the start of the new school year or when new buses are placed into service. The district will assign new buses to lots.
2. For three (3) consecutive years all new buses will be assigned from the top in order by the lot seniority list.
3. At the beginning of the fourth (4th) year, this process will begin again.
4. Buses purchased by IDEA will be assigned as requested by the ESE Department.

B. All other buses shall be assigned each year by lot seniority with newer buses being given to the senior drivers that choose to be in the rotation.

C. If a bus becomes available during the school year due to an employee's termination from employment, it will be reassigned according to Lot seniority.

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

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

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

Section 9 – Lead Drivers

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

Section 10 – Overtime

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

- B. Overtime pertaining to field trips shall be awarded to the qualified Lot employee who has the least amount of overtime hours and is on the Field Trip list.
- D. Any other overtime shall be awarded to the qualified Lot employee who has the least amount of overtime hours and is a regular route driver.

Section 11-Fueling Attendants

- A. The bus lot fueling attendant and substitute fueling attendant positions are strictly supplemental positions that are not part of any regular salaried position. The supplement will be \$18.00 per bus per month. Substitute fueling attendants are paid the same daily rate as the regular fuel attendant using the appropriate calculation.
- B. Employees who bid on the supplement must demonstrate required, practical job duties before selecting the successful applicant(s). The successful applicant(s) will be selected from all qualified applicants based on prior fueling experience and seniority. The successful applicant must be able to climb, bend, stoop, reach, crawl, and endure all types of weather changes. All work is done outdoors.
- C. For any bus lot with forty (40) buses, the more senior attendant gets thirty (30) buses, and the attendant with less seniority gets ten (10). All additional buses assigned to the bus lot will go to the attendant with less seniority every other bus; when each attendant reaches thirty-five (35), a new fueling attendant will be hired (based on seniority and skills) to fuel the remaining ten (10). Both parties intend that no fueling attendant will be assigned more than thirty (30) buses.
- D. Buses will be assigned to attendants based on the route number/ bus number they are responsible for.

ARTICLE 25

SIGN LANGUAGE INTERPRETERS

Section 1 – School/Extracurricular Activities and Meetings.

- A. School activities are defined as sports, clubs, field trips etc., parent meetings, and events such as open house, graduation, or other school ceremonies.
- B. The interpreter regularly assigned to a student will receive the first offer to provide coverage for any activities or meetings.
- C. In the event of an emergency or last minute parent request outside of the normal work hours, the district will reach out to current interpreters. If no response is received within 20 minutes, the district will then contact outside providers for coverage.

Section 2 – Cancelled Activities and Meetings.

- A. If an Activity or meeting is canceled with less than two (2) hour notice on a regular workday, the employee will be paid for one (1) hour at their regular rate of pay.
- B. If an Activity or meeting is canceled on a non-workday with less than twenty-four (24) hour notice, the employee will be paid for two (2) hours at their regular rate of pay.
- C. Activity or meetings scheduled after hours or on non-school days, (not a continuation of the workday), will be scheduled at a one and one half (1.5) hour minimum.

Section 3 – Assignment of Students.

Assignments of interpreters to students will be based on the abilities of an interpreter and the needs of individual students. If an interpreter disagrees with their assignment they will be afforded the opportunity to discuss the issue with administration.

Section 4 – Certification

The District agrees to reimburse direct-hire Sign Language Interpreters, up to \$350 per year, who successfully achieve enough points on the Educational Interpreter Performance (EIPA) Performance Test to increase their job level. It is the responsibility of the Interpreter to submit their EIPA results to the district.

ARTICLE 26
DURATION OF AGREEMENT

Section 1. This agreement represents the entire contract between the Board and the Union and shall become full force and effect from July 1, 2024 and shall continue in full force and effect until midnight June 30, 2025 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, 2025 on (a) compensation, (b) fringe benefits, (c) legislative changes, (d) sunset sections of the contract, and (e) two-reopeners.

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 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 THE Agreement to be executed by their duly authorized representative on this 14th day of October, 2024.

SCHOOL BOARD OF LAKE COUNTY

BY Mellie Cunningham
Chairman

BY [Signature]
Board Member

BY [Signature]
Board Member

BY [Signature]
Board Member

BY [Signature]
Board Member

BY [Signature]
Board Member

BY [Signature]
Superintendent

BY [Signature]
Chief Negotiator

SERVICE EMPLOYEE INTERNATIONAL
UNION FPSU

BY Joseph Brenner
Business Agent

BY [Signature]

BY [Signature]

BY [Signature]

BY [Signature]

BY [Signature]

BY _____

BY _____

APPENDIX A

2024 – 2025 Non-instructional Traditional Salary Matrix Placement Table

LCS Years of Service (Consecutive Experience from Employee Contract Start Date) No Break in Service	Initial Index Placement
0	0
1	1
2	2
3	3
4	4
5	5
6	5
7	5
8	5
9	6
10	7
11	7
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35	19

2024-2025 Non-instructional Traditional Salary Matrix

Index	CB04	CB05	CB06	CB07	CB08	CB09	CB10	CB11	CB12	CB13	CB14	CB15	CB16	CB17	CB18	CB19	CB20
0	15.00	15.15	15.30	15.45	15.60	15.76	15.92	16.08	16.24	16.40	16.65	16.90	17.15	17.41	17.67	18.02	18.38
1	15.15	15.30	15.45	15.60	15.76	15.92	16.08	16.24	16.40	16.56	16.82	17.07	17.32	17.58	17.85	18.20	18.56
2	15.30	15.45	15.60	15.76	15.92	16.08	16.24	16.40	16.56	16.73	16.99	17.24	17.49	17.76	18.03	18.38	18.75
3	15.45	15.60	15.76	15.92	16.08	16.24	16.40	16.56	16.73	16.90	17.16	17.41	17.66	17.94	18.21	18.56	18.94
4	15.60	15.76	15.92	16.08	16.24	16.40	16.56	16.73	16.90	17.07	17.33	17.58	17.84	18.12	18.39	18.75	19.13
5	15.76	15.92	16.08	16.24	16.40	16.56	16.73	16.90	17.07	17.24	17.50	17.76	18.02	18.30	18.57	18.94	19.32
6	15.92	16.08	16.24	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.68	17.94	18.20	18.48	18.76	19.13	19.51
7	16.08	16.24	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.86	18.12	18.38	18.66	18.95	19.32	19.71
8	16.24	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	18.04	18.30	18.56	18.85	19.14	19.51	19.91
9	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.22	18.48	18.75	19.04	19.33	19.71	20.11
10	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12	18.40	18.66	18.94	19.23	19.52	19.91	20.31
11	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12	18.30	18.58	18.85	19.13	19.42	19.72	20.11	20.51
12	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12	18.30	18.48	18.77	19.04	19.32	19.61	19.92	20.31	20.72
13	17.15	17.33	17.50	17.67	17.84	18.03	18.21	18.39	18.57	18.76	19.05	19.33	19.61	19.90	20.22	20.61	21.03
14	17.41	17.59	17.76	17.94	18.11	18.30	18.48	18.67	18.85	19.04	19.34	19.62	19.90	20.20	20.52	20.92	21.35
15	17.67	17.85	18.03	18.21	18.38	18.57	18.76	18.95	19.13	19.33	19.63	19.91	20.20	20.50	20.83	21.23	21.67
16	17.94	18.12	18.30	18.48	18.66	18.85	19.04	19.23	19.42	19.62	19.92	20.21	20.50	20.81	21.14	21.55	22.00
17	18.21	18.39	18.57	18.76	18.94	19.13	19.33	19.52	19.71	19.91	20.22	20.51	20.81	21.12	21.46	21.87	22.33
18	18.48	18.67	18.85	19.04	19.22	19.42	19.62	19.81	20.01	20.21	20.52	20.82	21.12	21.44	21.78	22.20	22.66
19	18.76	18.95	19.13	19.33	19.51	19.71	19.91	20.11	20.31	20.51	20.83	21.13	21.44	21.76	22.11	22.53	23.00
20	19.04	19.23	19.42	19.62	19.80	20.01	20.21	20.41	20.61	20.82	21.14	21.45	21.76	22.09	22.44	22.87	23.35
21	19.33	19.52	19.71	19.91	20.10	20.31	20.51	20.72	20.92	21.13	21.46	21.77	22.09	22.42	22.78	23.21	23.70
22	19.62	19.81	20.01	20.21	20.40	20.61	20.82	21.03	21.23	21.45	21.78	22.10	22.42	22.76	23.12	23.56	24.06
23	19.91	20.11	20.31	20.51	20.71	20.92	21.13	21.35	21.55	21.77	22.11	22.43	22.76	23.10	23.47	23.91	24.42
24	20.21	20.41	20.61	20.82	21.02	21.23	21.45	21.67	21.87	22.10	22.44	22.77	23.10	23.45	23.82	24.27	24.79
25	20.51	20.72	20.92	21.13	21.34	21.55	21.77	22.00	22.20	22.43	22.78	23.11	23.45	23.80	24.18	24.63	25.16
26	20.82	21.03	21.23	21.45	21.66	21.87	22.10	22.33	22.53	22.77	23.12	23.46	23.80	24.16	24.54	25.00	25.54
27	21.13	21.35	21.55	21.77	21.98	22.20	22.43	22.66	22.87	23.11	23.47	23.81	24.16	24.52	24.91	25.38	25.92
28	21.45	21.67	21.87	22.10	22.31	22.53	22.77	23.00	23.21	23.46	23.82	24.17	24.52	24.89	25.28	25.76	26.31
29	21.77	22.00	22.20	22.43	22.64	22.87	23.11	23.35	23.56	23.81	24.18	24.53	24.89	25.26	25.66	26.15	26.70
30	22.10	22.33	22.53	22.77	22.98	23.21	23.46	23.70	23.91	24.17	24.54	24.90	25.26	25.64	26.04	26.54	27.10
31	22.43	22.66	22.87	23.11	23.32	23.56	23.81	24.06	24.27	24.53	24.91	25.27	25.64	26.02	26.43	26.94	27.51
32	22.77	23.00	23.21	23.46	23.67	23.91	24.17	24.42	24.63	24.90	25.28	25.65	26.02	26.41	26.83	27.34	27.92
33	23.11	23.35	23.56	23.81	24.03	24.27	24.53	24.79	25.00	25.27	25.66	26.03	26.41	26.81	27.23	27.75	28.34
34	23.46	23.70	23.91	24.17	24.39	24.63	24.90	25.16	25.38	25.65	26.04	26.42	26.81	27.21	27.64	28.17	28.77
35	23.81	24.06	24.27	24.53	24.76	25.00	25.27	25.54	25.76	26.03	26.43	26.82	27.21	27.62	28.05	28.59	29.20

2024 – 2025 Non-instructional Specialized Salary Matrix

Index	S01	S02	S03	S04	S05	S06	S07	S08	S09	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20
0	16.00	16.24	16.48	16.73	17.00	17.23	17.49	17.75	18.02	18.29	18.56	19.02	19.49	19.98	20.48	20.99	21.51	22.05	22.60	23.16
1	16.24	16.48	16.73	16.98	17.23	17.49	17.75	18.02	18.29	18.56	18.84	19.30	19.78	20.28	20.79	21.30	21.83	22.38	22.94	23.51
2	16.48	16.73	16.98	17.23	17.49	17.75	18.02	18.29	18.56	18.84	19.12	19.59	20.08	20.58	21.10	21.62	22.16	22.71	23.28	23.86
3	16.73	16.98	17.23	17.49	17.75	18.02	18.29	18.56	18.84	19.12	19.41	19.88	20.38	20.89	21.42	21.94	22.49	23.05	23.63	24.22
4	16.98	17.23	17.49	17.75	18.02	18.29	18.56	18.84	19.12	19.41	19.70	20.18	20.68	21.20	21.74	22.27	22.83	23.39	23.98	24.58
5	17.23	17.49	17.75	18.02	18.29	18.56	18.84	19.12	19.41	19.70	19.99	20.48	20.99	21.52	22.07	22.60	23.17	23.74	24.34	24.95
6	17.49	17.75	18.02	18.29	18.56	18.84	19.12	19.41	19.70	19.99	20.29	20.79	21.30	21.84	22.40	22.94	23.52	24.09	24.70	25.32
7	17.75	18.02	18.29	18.56	18.84	19.12	19.41	19.70	19.99	20.29	20.59	21.10	21.62	22.17	22.73	23.28	23.87	24.45	25.07	25.70
8	18.02	18.29	18.56	18.84	19.12	19.41	19.70	19.99	20.29	20.59	20.90	21.42	21.94	22.50	23.07	23.63	24.23	24.82	25.44	26.08
9	18.29	18.56	18.84	19.12	19.41	19.70	19.99	20.29	20.59	20.90	21.21	21.74	22.27	22.84	23.41	23.98	24.59	25.19	25.82	26.47
10	18.56	18.84	19.12	19.41	19.70	19.99	20.29	20.59	20.90	21.21	21.53	22.07	22.60	23.18	23.76	24.34	24.96	25.57	26.21	26.87
11	18.84	19.12	19.41	19.70	19.99	20.29	20.59	20.90	21.21	21.53	21.85	22.40	22.94	23.53	24.12	24.70	25.33	25.95	26.60	27.27
12	19.12	19.41	19.70	19.99	20.29	20.59	20.90	21.21	21.53	21.85	22.18	22.73	23.28	23.88	24.48	25.07	25.71	26.34	27.00	27.68
13	19.45	19.75	20.04	20.34	20.64	20.95	21.27	21.58	21.91	22.23	22.57	23.13	23.69	24.30	24.91	25.51	26.16	26.80	27.47	28.16
14	19.79	20.10	20.39	20.70	21.00	21.32	21.64	21.96	22.29	22.62	22.96	23.53	24.10	24.73	25.35	25.96	26.62	27.27	27.95	28.65
15	20.14	20.45	20.75	21.06	21.37	21.69	22.02	22.34	22.68	23.02	23.36	23.94	24.52	25.16	25.79	26.41	27.09	27.75	28.44	29.15
16	20.49	20.81	21.11	21.43	21.74	22.07	22.41	22.73	23.08	23.42	23.77	24.36	24.95	25.60	26.24	26.87	27.56	28.24	28.94	29.66
17	20.85	21.17	21.48	21.80	22.12	22.46	22.80	23.13	23.48	23.83	24.19	24.79	25.39	26.05	26.70	27.34	28.04	28.73	29.45	30.18
18	21.21	21.54	21.86	22.18	22.51	22.85	23.20	23.53	23.89	24.25	24.61	25.22	25.83	26.51	27.17	27.82	28.53	29.23	29.97	30.71
19	21.58	21.92	22.24	22.57	22.90	23.25	23.61	23.94	24.31	24.67	25.04	25.66	26.28	26.97	27.65	28.31	29.03	29.74	30.49	31.25
20	21.96	22.30	22.63	22.96	23.30	23.66	24.02	24.36	24.74	25.10	25.48	26.11	26.74	27.44	28.13	28.81	29.54	30.26	31.02	31.80
21	22.34	22.69	23.03	23.36	23.71	24.07	24.44	24.79	25.17	25.54	25.93	26.57	27.21	27.92	28.62	29.31	30.06	30.79	31.56	32.36
22	22.73	23.09	23.43	23.77	24.12	24.49	24.87	25.22	25.61	25.99	26.38	27.03	27.69	28.41	29.12	29.82	30.59	31.33	32.11	32.93
23	23.13	23.49	23.84	24.19	24.54	24.92	25.31	25.66	26.06	26.44	26.84	27.50	28.17	28.91	29.63	30.34	31.13	31.88	32.67	33.51
24	23.53	23.90	24.26	24.61	24.97	25.36	25.75	26.11	26.52	26.90	27.31	27.98	28.66	29.42	30.15	30.87	31.67	32.44	33.24	34.10
25	23.94	24.32	24.68	25.04	25.41	25.80	26.20	26.57	26.98	27.37	27.79	28.47	29.16	29.93	30.68	31.41	32.22	33.01	33.82	34.70
26	24.36	24.75	25.11	25.48	25.85	26.25	26.66	27.03	27.45	27.85	28.28	28.97	29.67	30.45	31.22	31.96	32.78	33.59	34.41	35.31
27	24.79	25.18	25.55	25.93	26.30	26.71	27.13	27.50	27.93	28.34	28.77	29.48	30.19	30.98	31.77	32.52	33.35	34.18	35.01	35.93
28	25.22	25.62	26.00	26.38	26.76	27.18	27.60	27.98	28.42	28.84	29.27	30.00	30.72	31.52	32.33	33.09	33.93	34.78	35.62	36.56
29	25.66	26.07	26.45	26.84	27.23	27.66	28.08	28.47	28.92	29.34	29.78	30.52	31.26	32.07	32.90	33.67	34.52	35.39	36.24	37.20
30	26.11	26.53	26.91	27.31	27.71	28.14	28.57	28.97	29.43	29.85	30.30	31.05	31.81	32.63	33.48	34.26	35.12	36.01	36.87	37.85
31	26.57	26.99	27.38	27.79	28.19	28.63	29.07	29.48	29.94	30.37	30.83	31.59	32.37	33.20	34.07	34.86	35.73	36.64	37.52	38.51
32	27.03	27.46	27.86	28.28	28.68	29.13	29.58	30.00	30.46	30.90	31.37	32.14	32.94	33.78	34.67	35.47	36.36	37.28	38.18	39.18
33	27.50	27.94	28.35	28.77	29.18	29.64	30.10	30.52	30.99	31.44	31.92	32.70	33.52	34.37	35.28	36.09	37.00	37.93	38.85	39.87
34	27.98	28.43	28.85	29.27	29.69	30.16	30.63	31.05	31.53	31.99	32.48	33.27	34.11	34.97	35.90	36.72	37.65	38.59	39.53	40.57
35	28.47	28.93	29.35	29.78	30.21	30.69	31.17	31.59	32.08	32.55	33.05	33.85	34.71	35.58	36.53	37.36	38.31	39.27	40.22	41.28

Appendix B

Board Approved

LAKE COUNTY SCHOOLS

2024-2025

186-Day Calendar

School Month	Days Worked		
AUGUST	15	August 9 August 12 August 30	Work Day (Friday) First Grading Period Begins (Monday) Non- Work Day(Friday)
SEPTEMBER	20	September 2	Labor Day/Paid Holiday (Monday)
OCTOBER	22	October 10 October 11 October 14	End of First Grading Period (Thursday) Teacher Workday/Non-Work Day (Friday) Second Grading Period Begins (Monday)
NOVEMBER	15	November 11 November 25-29	Veterans Day/ Paid Holiday (Monday) Thanksgiving Holiday/Non-Work Days (Monday-Friday)
DECEMBER	15	December 20 December 23-31	End of Second Grading Period (Friday) Winter Break/Non-Work Days (Monday-Tuesday))
JANUARY	19	January 1 January 2 January 3 January 6 January 20	News Year's Day/ Holiday (Monday) Non-Student Day/ (Tuesday) Non-Student Day (Wednesday) Classes Resume/ Third Grading Period Begins (Monday) Martin Luther King, Jr. Birthday/Paid Holiday (Monday)
FEBRUARY	19	February 20	Presidents' Day/ Non Work Day (Monday)
MARCH	15	March 6 March 7 March 10-14 March 17	End of Third Grading Period (Thursday) Teacher Work Day/Non-Work Day (Friday) Spring Break/Non-Work Days (Monday-Friday) Fourth Grading Period Begins (Monday)
APRIL	21	April 18	Non-Student Day (Friday)
MAY	21	May 26 May 30	Memorial Day/Paid Holiday (Monday) Last Work Day (Friday)
	182		
<u>Paid Holidays</u> September 2 - Labor Day November 11- Veterans Day January 20 - Martin Luther King, Jr. Day May 26- Memorial Day			Storm Make-up Days will be determined as needed.

For the Board

Date

For SEIU

Date

LAKE COUNTY SCHOOLS

2024 - 2025

247-Day Calendar

REVISED

School Month	Days Worked		
JULY	22	July 1 July 4 July 8-31	Four (4)/Ten (10) Hour Day Work Week Independence Day/Paid Holiday (Thursday) Four (4)/Ten (10) Hour Day Work Week
AUGUST	22	August 1 August 5	End of (4) Ten Hour Day Work Week (Thursday) Return to Five (5) Day/Eight (8) Hour Work Week (Monday)
SEPTEMBER	20	September 2	Labor Day/Paid Holiday (Monday)
OCTOBER	23		
NOVEMBER	18	November 11 November 28-29	Veterans' Day/Paid Holiday (Monday) Thanksgiving Holiday/Non-Work Days (Thursday-Friday)
DECEMBER	16	December 23 December 24-31	Last Work Day Before Winter Break (Monday) Winter Break/Non-Work Days (Tuesday-Tuesday)
JANUARY	21	January 2 January 20	Return to Work (Thursday) Martin Luther King, Jr. Birthday/Paid Holiday (Monday)
FEBRUARY	20		
MARCH	16	March 10-14	Spring Break/Non-Work Days (Monday-Friday)
APRIL	22		
MAY	21	May 26	Memorial Day/Paid Holiday (Monday)
JUNE	21	June 2-30	Four (4)/Ten (10) Hour Day Work Week
	242		
<u>Paid Holidays</u> July 4 - Independence Day September 2 - Labor Day November 11 - Veterans Day January 20 - Martin Luther King, Jr. Day May 26 - Memorial Day		<i>Storm Make-up Days will be determined as needed.</i>	

For The Board

Date

For SEIU

Date

APPENDIX C

Lake County Schools – SEIU Bargaining Unit Employees Award Pay Application for Credits Earned Between July 1, 20__ and June 30, 20__

Name _____ Employee EIN _____
Job Title _____ Work Site _____

If the amount of claims for the award pay is less than \$27,935.00, any remaining balance will carry over to the following school year. If the amount of claims for award pay is more than \$27,935.00, then the funds available will be distributed on a prorated basis. Note: In no case shall an employee receive more than \$300 in bonuses.
Valid documentation for the selected award pay area(s) must be attached to this application.

Teacher Assistants and Clerical/Secretarial

- ☐ **\$100** - Six (6) MIP points equal \$100 award. 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).

Employees eligible for this award must submit documentation of classes and/or workshops completed that are relevant to the position held. The documentations includes but not limited to certificates of satisfactory performance, certificates issued by training institutes, and/or a screen print of the In-service History.

Teacher Assistants and Clerical/Secretarial

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

All SEIU Bargaining Unit Employees

- ☐ **\$100** - College course work towards the field of education if the employee has earned college credit. 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 _____, Compensation and 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.

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 _____



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:

District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

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

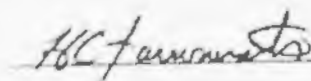
**Memo of Understanding
Between
The School Board of Lake County
and
Service Employees International Union**

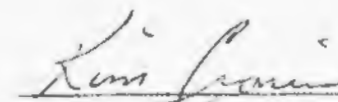
Substitute Teacher Coverage

Due to the increased demand for teacher substitute coverage, both parties to this agreement recognize the need for classified non-instructional employees to act as substitute teachers when a regular substitute teacher cannot be secured for coverage.

Any classified non-instructional employee who covers a classroom(s) for a time greater than one hour in a day will receive additional special duty pay equivalent to 2.5 extra hours at their daily rate of pay for that day.

This memorandum of understanding applies only to the remainder of the 2024-2025 contract year and shall have no past practice impact on future contracts or contract years. This agreement is not retroactive and becomes effective upon the date of signature by both parties.

 7/11/24
For the Board Date

 7-18-24
For SEIU Date



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

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandenburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

Memo of Understanding Between
The School Board of Lake County And
Lake County Education Association
2024-2025 Emergency Pay – Disaster Declared Event

During an emergency closure of Lake County Schools (LCS) due to a disaster declared event (such as a hurricane, tornado, other disaster declared event) non-instructional employees that work at district facilities and perform disaster related duties, to include preparation, mitigation, recovery, and/or shelter duties as defined by the Federal Emergency Management Agency (FEMA) will be eligible to receive Emergency Pay.

Assigned Workers Emergency Pay will commence at the time designated by the Superintendent after non-assigned workers depart LCS facilities and continue until cessation time designated by the Superintendent. The Assigned Workers Emergency Pay rate will be twice the regular hourly rate.

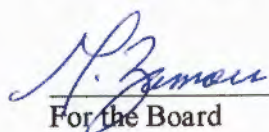
Example: Employee regular hourly rate of \$15.00.

Assigned Worker Emergency Pay – Disaster declared by the Superintendent at 12:00 P.M. Thursday through 2:00 P.M. Sunday.

Thursday		Friday	Saturday	Sunday	Monday
\$15.00	\$30.00	\$30.00	\$30.00	\$30.00	\$15.00
Regular Pay Until 12:00 P.M.	Emergency Pay After 12:00 P.M.	Emergency Pay	Emergency Pay	Emergency Pay Until 2:00 P.M.	Return to Regular Pay

Individuals must be designated by a department manager or school administrator and approved by the District to be compensated. Employees of LCS who volunteer to assist at any LCS facility during an emergency disaster declared event will not be paid for their volunteered time.

If it is determined, schools will be required to make up student contact time; all employees will be required to work the hours necessary on an amended calendar without additional compensation. However, employees will not lose any pay.

 11/6/24
For the Board Date

 11-6-2024
For SEIU Date



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Memo of Understanding Between
The School Board of Lake County And
The Service Employees International Union FPSU
Compensation for Combo Routes

The parties of this Memo of Understanding agree to the following with regard to Compensation for Combo Routes for the 2024-2025 school year:

Drivers and monitors who assist the Transportation Department with Combo Routes, will be compensated.

A Combo Route is defined as follows:

Any complete run, stop or stops off of another route that is not on the driver's assigned route sheet. This includes picking up students from any school bus that has broken down, involved in a crash or is having a student incident. Not included are: field trips, middays, after school programs, and/or Saturday School.

The additional compensation paid to bus drivers for assisting with combo routes will be as follows:

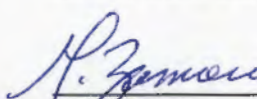
- \$20 Morning Route Combo assistance provided on Tuesday, Wednesday or Thursday
- \$20 Afternoon Route Combo assistance provided on Tuesday, Wednesday or Thursday
- \$25 Morning Route Combo assistance provided on Monday or Friday
- \$25 Afternoon Route Combo assistance provided on Monday or Friday

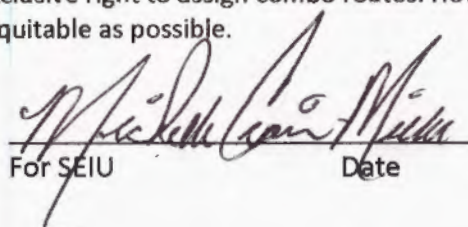
The additional compensation paid to monitors for assisting with combo routes will be as follows:

- \$10 Morning Route Combo assistance provided on Tuesday, Wednesday or Thursday
- \$10 Afternoon Route Combo assistance provided on Tuesday, Wednesday or Thursday
- \$15 Morning Route Combo assistance provided on Monday or Friday
- \$15 Afternoon Route Combo assistance provided on Monday or Friday

Monitors will be required to provide the same job duties when assisting with combo routes as they do on their regular assigned route.

The Transportation Department will have the exclusive right to assign combo routes. However, it is understood that Combo Route assignments will be assigned as equitable as possible.

 11/6/24
For the Board Date

 11-6-2024
For SEIU Date



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Memo of Understanding Between

The School Board of Lake County And

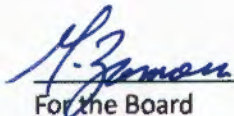
The Service Employees International Union FPSU

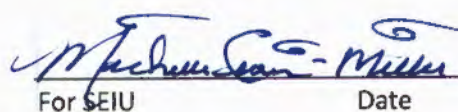
Critical Shortage

Due to the impacts of the ongoing statewide labor shortage in Florida, the demand for some classified non-instructional positions has increased significantly. Both parties to this agreement recognize the need to amend the newly hired employee starting hourly index placement for the agreed-upon designated critical shortage positions following the guidelines below. This memorandum of understanding applies only to the 2024-2025 contract year.

Identified critical shortage positions: Electrician, HVAC Technician and Plumber.

- Newly hired employees will be credited for relevant years of experience up to eighteen (18) years and placed at the corresponding index.
- For the purpose of calculating such credit, one (1) day more than one-half (1/2) of the employee's contract year shall be defined as one (1) year's credit for relevant work experience.
- Written verification must be submitted to the Human Resources department within the first six (6) months of employment in the School District for adjustments in pay to be retroactive. Verified work experience provided after the first six (6) months of employment will be accepted, however, adjustments in pay will not be retroactive.
- It is the employee's responsibility to obtain the written verification and to submit the original document(s).
- It is Human Resources' responsibility to time/date stamp verification and supply a copy to the employee.

 12-4-24
For the Board Date

 12-4-24
For SEIU Date