

**AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF**

**LAFAYETTE COUNTY**

**AND THE**

**LAFAYETTE EDUCATION**

**ASSOCIATION**

**SCHOOL RELATED PERSONNEL**

**2019-2022**

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**ARTICLE I. TERM OF AGREEMENT 2016-17**

This agreement shall be effective as of the date of formal ratification by both parties and shall continue in full force until June 30, 2019. The parties agree that the following items shall be reopened each May 1:

- 1) Salary
- 2) Insurance
- 3) Holidays
- 4) Each party shall have the right to re-open one (1) article of the existing contract and negotiate one (1) new article.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SCHOOL BOARD CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
NEGOTIATIONS COMMITTEE  
CHAIRPERSON

\_\_\_\_\_  
CHIEF NEGOTIATOR

## **ARTICLE II. RECOGNITION**

The School Board of Lafayette County, hereinafter call the "Board", recognizes the Lafayette Education Association, hereinafter called the "Association", as the exclusive bargaining representative for all School Related Personnel (SRP) in the school district known and designated by the School Board of Lafayette County. In this Agreement, SRP shall be defined as those employees included in the non-instructional, school related personnel unit as certified by the Public Employees Relations Commission.

### **ARTICLE III. MANAGEMENT RIGHTS**

Subject to the limitations of this Agreement, the Board will continue to set standards of services to be offered to the public and to exercise control and discretion over its organization and operation.

## **ARTICLE IV. DEFINITIONS**

### Section 1.

The term “School Related Personnel” (SRP) shall refer to personnel named as such in Article II of this Agreement and all other personnel who may be included as members of the bargaining unit.

### Section 2.

The term “Association” shall refer to the Lafayette Education Association and all duly authorized representatives thereof.

### Section 3.

The term “day” shall refer to the working day for SRP.

### Section 4.

The term “District” shall refer to the School District of Lafayette County.

### Section 5.

The term “Board” shall refer to the School Board of Lafayette County.

### Section 6.

The term “Superintendent” shall refer to the Superintendent of the School Board of Lafayette County.

### Section 7.

The term “supervisor” shall refer to the person who completes the employee’s evaluation.

### Section 8.

The term “worksite” shall mean any school or district office department and shall include all buildings on the worksite and shall include any work location to which SRP's are assigned to carry out their responsibilities and which is under the jurisdiction of the School Board of Lafayette County.

### Section 9.

The term “building” shall refer to each individual building on the worksite.

Section 10.

The term “Agreement” shall mean the full and complete agreements between the Association and the Board, duly ratified and signed as set forth in this document.

Section 11.

The term “year” shall refer to the school fiscal year (July 1 to June 30).

Section 12.

The term “Association Representative” shall refer to a duly authorized agent of the Association.

Section 13.

The term “student day(s)” shall mean the day(s) and hours set for students to attend school.

Section 14.

The term “parties” will refer to the Board and the Association.

Section 15.

The term “mileage” refers to the amount of reimbursement per mile authorized for payment to employees by the School Board of Lafayette County.

Section 16.

The term “transfer” will refer to an employee initiated change in work location, worksite, or work assignment.

Section 17.

The term “reassignment” will refer to a Board initiated change in work location, worksite, or work assignment.

Section 18.

The term “he” and “his” are used herein as nongender specific pronouns.

### Section 19.

The term “seniority” will be determined by the following consecutive order:

- a. Length of continuous service in the district exclusive of extended leaves other than for injury or illness in the line of duty;
- b. Length of continuous time of service in the district inclusive of leaves;
- c. Total years of service in the district;
- d. Initial employment date with the district; and
- e. Time of initial Board appointment;
- f. Experience and qualification.

### Section 20.

The term “regular employee” will refer to those employees who are not on probationary status.

### Section 21.

The term “same day return” will refer to a trip approved by the Superintendent that departs and returns within a 24 hour period and that does not include overnight accommodations.

### Section 22.

The term “overnight trip” will refer to a trip approved by the Superintendent that requires the driver to secure accommodations. Such trips will not normally depart and return within the same 24 hour period.

### Section 23.

The term “employee” will refer to School Related Personnel (SRP)



## **ARTICLE V. GRIEVANCE PROCEDURES**

### **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 under this Agreement or a written Board Policy concerning employee working conditions. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate and legal at any level of the procedure.

### **Section 2. Definitions**

The term “grievance” shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation exists involving the interpretation or application of terms of this Agreement and/or a written Board Policy concerning employee working conditions.

The term “grievant” is the employee by name, or group of employees by name, or the "Association" directly affected by the specific violation of the Agreement and/or written Board Policy concerning specific working conditions. Any employee has a right to file a grievance regardless of membership in the Association.

The term “day” shall mean working day.

### **Section 3.**

Since 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 should be made to expedite the process before the deadlines are reached. The time limits stated herein if not strictly adhered to shall result in the complete and absolute waiver of the grievance and any subsequent grievance by the same grievant on the same matter; provided, however, should the Board's representative not respond within the time limits herein provided, the grievance shall automatically advance to the next step in this grievance procedure. Time limits may, however, be extended by the mutual written consent between the Association and/or grievant and the Board.

At the request of either party, a meeting shall be held to attempt to resolve the grievance at each step within the process.

### **Section 4. Procedure – Informal**

In keeping with the purpose of this procedure as above outlined, within twenty (20) working days of the knowledge of the alleged violation, the employee will present his concern to his immediate supervisor during non-working contact hours. Within five (5) working days after presentation of the employee, the supervisor shall give his answer to the employee.

#### **Step I.**

If the employee is not satisfied with the informal resolution, he may, within five (5) working days of the answer, file a formal grievance on the mutual agreed form.

Grievance forms are located in Appendix C. The Statement of grievance shall state in writing the facts giving rise to the alleged violation, the specific article and/or section of the contract and/or Board Policy concerning employee working conditions alleged to have been violated, the employee contention with respect to these provisions, the specific relief sought, and be signed by the grievant(s).

The form shall be filed with the employee's immediate supervisor, who shall within six (6) working days after receiving the grievance, communicate his answer in writing to the grievant.

Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee or the Association from discussing a problem with the administration and having it adjusted without intervention of the grievance procedure.

#### Step II.

If the grievant is not satisfied with the disposition at Step I., he may, within five (5) days of the answer at Step I., file a copy of the grievance with the Superintendent. The Superintendent or his designee may conduct whatever investigation is necessary to make a finding. Within eleven (11) working days of receipt of the grievance, the Superintendent shall indicate his disposition in writing to the grievant.

#### Step III.

If the grievant is not satisfied with the disposition at Step II, he may within (5) working days move the grievance to Step III by written notice to the School Board. The Board shall have fifteen (15) working days after receipt of the grievance in which to hold a hearing with the grievant to give a written decision.

#### Step IV.

If the grievant is not satisfied with the disposition at Step II., he may, within five (5) working days of the answer at Step III., make a written request to the Superintendent for arbitration on the grievance with an impartial arbitrator chosen by the agreement of the parties to the grievance.

Upon such timely written request being filed, the procedures for selection shall be as follows:

The parties shall immediately consult with one another and attempt to reach mutual agreement of an arbitrator; if such agreement cannot be reached, the parties shall within twenty (20) working days of such request being filed, jointly request a list of five (5) potential impartial arbitrators from A.A.A. and upon receipt of same shall be alternately, with the Board going first, strike one name from said list until one name remains. Such last named person shall be the impartial arbitrator for the grievance.

#### Section 5.

All SRP's shall have the right of Association representation at each step of the grievance procedure but the employee may be required to be present at any step. No grievant may be required to discuss any grievance if the Association representative is not present and the grievant desires such presence.

Any individual employee or group of employees (in the bargaining unit) shall have the right at any time to present grievance(s) to the designated representative of the legislative body and to have such grievance(s) adjusted, without the intervention of the bargaining agent as long as the adjustment is not inconsistent with the collective bargaining agreement, and the bargaining agent has been given the opportunity to be present. Copies of the employer decisions given at any step of the grievance procedure whatsoever shall be speedily delivered to the bargaining agent. No grievance may be submitted to arbitration without the knowledge of the Association.

#### Section 6.

Grievances will ordinarily be processed during non-working contact hours.

#### Section 7. End of Year Grievances

In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the institution's fiscal year and, if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the institution's fiscal year or as soon thereafter as possible.

#### Section 8. Organization Continuance

The organization on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant. The Association and/or grievant, upon mutually agreeing that it suits the interest of the parties, may withdraw the grievance at any point in the process.

#### Section 9. Reprisals

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

#### Section 10. Costs

The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties.

Section 11. Powers and Duties of the Arbitrator

The arbitrator "shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement".

He shall have no power to decide any question which, under this Agreement, is within the responsibility of the School Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

## **ARTICLE VI. ASSOCIATION RIGHTS**

### Section 1.

The Association rights of this contract will be the exclusive rights of the Lafayette Education Association.

### Section 2.

Every employee in the Association bargaining unit will have the right to freely organize, join, and actively support the Association, or to refrain from joining the Association.

### Section 3.

The Board agrees to continue payroll deduction for those programs currently in force. Prior to a new program being eligible for payroll deduction, twelve percent (12%) of all employees of the Board must have a desire to participate in such program. For continued eligibility, the program must maintain a minimum of five percent (5) of all employees.

### Section 4.

The Board shall deduct from the pay of each employee all current membership dues of the Association, provided that at the time of such deduction there is in the possession of the employer a current written authorization for continuous dues deduction, executed by the employer, in the form according to the terms of the authorization from established by mutual agreement of the parties.

Authorization forms shall specify the amount of dues to be deducted from each employee salary for the current school year. Authorization forms will be furnished by the Association.

- a. An employee may authorize dues deduction by presenting an authorization form with the annual amount of deduction specified to the employer before January 1st. The amount specified will be deducted from the monthly paychecks starting the pay period following three (3) weeks after the presentation of the authorization form and ending on the last employee pay period.
- b. Any employee hired after the start of the school term may authorize dues deduction by presenting an authorization form to the employer within thirty (30) days after date of employment. The combined annual membership dues will be deducted from the remaining monthly paychecks. The amount specified will be deducted from the monthly paychecks, starting the pay period following three (3) weeks after the presentation of the authorization form.
- c. Authorization for dues deduction is revocable upon written request by the employee to the Association or the School Board. The revocable authorization for dues deduction will be effective thirty (30) days from written request. Dues authorization will continue

in effect unless revoked by the employee as stated herein or as otherwise provided. The Association will be responsible for notifying the Payroll Department of the cancellation of the employee's payroll deduction for dues.

- d. All dues deducted by the employer shall be remitted to the treasurer of the local Association in one monthly installment.
- e. The Association shall hold harmless the employer from any and all claims, demand, or suit, resulting from any action taken or committed by the employer for the purpose of complying with the provisions of this Section.
- f. The authorization of dues deductions for the employee association shall be in force during the term of the Collective Bargaining Agreement.

#### Section 5.

There will be a non-instructional liaison committee consisting of one representative from each department that will meet with the Superintendent or his designee. Such meetings will be on a regularly scheduled basis as needed. These meetings shall be called by mutual agreement by either the chairman of the liaison committee or his designee or the Superintendent or his designee. Such meetings may be rescheduled or cancelled on mutual agreement of the committee and the Superintendent or his designee.

#### Section 6.

When it becomes feasible, the Board will provide additional restrooms for non-student use in each school.

#### Section 7.

When it becomes feasible, the Board will provide a workroom/lounge.

#### Section 8.

An adequate off-street parking area will be provided for non-student use. Such area will be properly maintained.

#### Section 9.

Employees shall not be required to work under unsafe and/or hazardous conditions without proper safety equipment/techniques.

#### Section 10.

Upon request, the Board shall provide safety equipment for all employees' assigned areas where the employee is subjected to hazardous grease, dirt, chemical materials, and similar agents.

#### Section 11.

During the regular work day, an authorized representative of the Association may visit personnel at each worksite provided the visit does not interfere with or disrupt normal work assignments. Upon arrival, the Association representative will report his presence and the purpose of his visit to the worksite supervisor or his designee. In order to assure identification, the Association will provide a list of authorized representatives which will not exceed fifteen (15) persons at any given time. The names will be listed by title of the person and purpose of the visit.

#### Section 12.

Materials and supplies will be made available for all SRP's.

## **ARTICLE VII. EMPLOYEE RIGHTS**

### Section 1.

No employee shall have disciplinary action taken against him because of a personal debt complaint unless required by applicable Statutes.

### Section 2.

Employee participation in charitable drives or activities is voluntary. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

### Section 3.

All School Board policies shall be uniformly administered throughout the bargaining unit.

### Section 4. Introductory Period

All employees shall serve a ninety (90) calendar day probationary period before becoming regular employees. During the probationary period, employees may be terminated with or without cause.

### Section 5.

Worksite supervisors shall not discipline employees in the presence of students, parents, other faculty, or staff members. This section does not prevent a supervisor from giving directions to the employee in order to correct a deficiency/problem at the worksite.

### Section 6. Due Process Rights

No SRP's shall be reduced in rank or compensation, reprimanded, disciplined, discharged, terminated, or otherwise separated from employment without being provided all due process rights guaranteed by Florida Statute and under this Article.

Disciplinary action must be substantiated by written justification, which may include observation or other types of documentation which supports the recommended disciplinary action.

When an employee is involved in circumstance(s) which he or she believes could lead to disciplinary action, the employee may have Association representation at any conference between an administrator and the employee, which relates to the manner.

When a person makes a complaint against an employee and that complaint is used as the primary source of disciplinary action, the identity of the employee making the complaint shall be protected as stated in Florida Statutes 112.3187, unless disclosure is necessary to protect the public's health, safety or welfare, or absolutely necessary or unavoidable during the investigation.



Any employee against whom possible action is to be taken under this Agreement shall have the right to review documents or records relied upon to support the proposed action and shall be given a copy upon request at the conclusion of the investigation.

The placement of written reprimands in the official personnel file shall be in accordance with Florida Statutes, Chapter 231.291. Any regular employee who is recommended for suspension or termination shall be afforded due process in accordance with Florida Statutes.

The following disciplinary action may be taken as determined by the severity of the offense:

1. Written reprimand
2. Suspension with or without pay
3. Termination

#### Section 7.

Any case of assault and/or battery upon an SRP in connection with an exercise of legitimate SRP authority will be reported to the principal who will investigate and report the incident to a representative of the Board. A representative of the Board will notify the Association, confer with, and assist the SRP to advise him/her of their rights and responsibilities with regard to the matter.

## **ARTICLE VIII. IMPASSE**

### **Section 1.**

In the event that an impasse is reached during the course of negotiations the dispute shall be submitted to mediation. The initial recourse will be to petition the Federal Mediation and Conciliation Services (FMCS) for a mediator. If agreement is not reached by the parties, the impasse will proceed under Public Employee Relations Commission (PERC) guidelines.

If the parties agree in writing to waive the appointment of a magistrate, the parties may proceed directly to resolution of the impasse by the legislative body.

## **ARTICLE IX. EMPLOYEE WORKING CONDITIONS**

### Section 1.

- a. To every degree possible, each SRP shall be granted approximately a thirty (30) minute (depending upon lunch schedules) continuous, uninterrupted duty-free lunch period except in emergency conditions in which the health and welfare of students is effected, as determined by the supervisor or his designee.
- b. All employees working eight (8) hours or more per day excluding lunch will receive two fifteen (15) minute breaks per day. Designated break times will be posted by the supervisor or his designee.
- c. No SRP shall be required to work beyond their normal workday without compensatory leave. When overtime is necessary, overtime shall be granted at a rate of one times each hour for each hour beyond their normal work week until the employee reaches forty (40) hours. At that point, the employee shall be granted a rate of one and one-half (1.5) times for each hour in excess of a forty (40) hour work week. Overtime work will be distributed among qualified employees in the same classification within the worksite on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee's special expertise. Overtime shall have prior authorization by the Superintendent or his designee.

### Section 2. Disciplinary Procedures

- a. Any SRP who is suspended or discharged shall be notified in writing of the reason for such action.
- b. When an employee is involved in circumstance(s) which he believed could lead to a written warning, written reprimand, suspension, non-renewable, dismissal, or return to probationary status, the employee may have Association representation at any conference between a worksite supervisor and the employee which relates to the matter. A worksite supervisor who is considering such disciplinary action against a member of the bargaining unit will give the employee written notice, including the reasons for concern, no less than twenty-four (24) hours prior to the conference.
- c. If a suspension is deemed necessary because of threat or harm or for the employee's own safety or the safety of others, or for other good reason, he shall be suspended with pay until such time as due process has been completed and a final decision has been rendered.
- d. Regular employees may be dismissed for the following reasons:

1. Two (2) unsatisfactory performance appraisals followed by a period of probationary status.
2. Has been found guilty of personal conduct which seriously reduces that person's effectiveness as an employee of the District School Board.

Section 3. Miscellaneous

- a. The Board will continue to promote appropriate education programs for purposes of maintaining and improving the skills of a SRP. SRPs will be involved in selecting inservice in their area. Stipend pay will be at the minimum wage per hour not to exceed 8 hours per day.
- b. Employees will not be held financially responsible for materials, supplies, equipment, or funds which have been stolen, damaged, or lost by other persons. Employees will be expected to exercise reasonable control.
- c. If, in the opinion of an SRP, a student is disrupting regular activities, he/she shall submit a report to the worksite supervisor. If a written report is filed, a copy shall be returned to the employee when action is completed.

Section 4.

Substitutes will be provided when a regular SRP is absent more than one day in the areas of custodial and food service when economically feasible and/or when a qualified substitute is available.

Section 5.

Travel reimbursement for SRPs shall be in accordance with School Board policy and/or Florida Statutes.

Section 6.

Hands-on training will be available to custodial and food service substitutes.

## **ARTICLE X. LEAVES**

### Section 1.

An employee employed on a full-time basis shall be entitled to sick leave in accordance with Florida Statutes 231.40(2). Sick leave may not be used until it is earned and credited to the employee. Sick leave will be credited at the end of the month in which it is earned. Employees employed one-half (1/2) time or greater during the year will earn and use sick leave in direct proportion to the time employed. Use of sick leave will be prorated to the nearest half-hour.

An employee employed on a full-time basis shall be entitled to six (6) days each school year for personal reasons. Such absences for personal reasons shall be charged only to accrued sick leave and leave for personal reasons shall not be cumulative.

### Section 2.

Sick leave shall be defined as leave for personal illness or disability of the employee or illness or death of a member of his immediate family. Immediate family as used here will include: spouse, parent, child, brother, sister, grandparent, parent-in-law, grandparent-in-law, sister-in-law, brother-in-law or any relative or dependent who resides with the employee's household.

### Section 3.

- a. An employee may continue to work during her pregnancy provided she is able to perform the essential functions of her job as defined by the Board approved job description. If requested, the employee will provide a physician's statement indicating her capability to continue her normal duties.
- b. As may be required for other illness or injury, the Superintendent may require a physician's statement indicating the medical cause which necessitates the use of sick leave, if over three (3) consecutive days.
- c. Upon exhaustion of accumulated sick leave and/or upon application, the employee shall be granted personal leave without pay for the recommended recovery time, or if desired by the employee, the remainder of the school year in which the child is born.
- d. Personal leave without pay for child-rearing purposes may be granted for the remainder of the year and/or the year following the birth or adoption of a child.
- e. Sick leave may be used for purpose of adoption.

### Section 4.

Unused sick leave days accumulated by an employee prior to an approved leave of absence will be credited to the employee upon his return from leave.

#### Section 5.

The parties agree to abide by Uniformed Service Employment and Re-Employment Rights Act (USERRA) and any amendments thereto.

#### Section 6.

Employees will be entitled to military leave without loss of pay or leave for up to seventeen (17) calendar days per year in order to participate in required training exercises by Reserve or National Guard units. In the event of a formal call-up, an employee who is a member of the reserve component of the Armed forces of the United States or the Florida National Guard will be granted leave without pay for the period of required duty.

#### Section 7. Illness in the Line of Duty

Any employee shall be entitled to illness-in-line-of duty leave with full pay when the employee has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. A physician must certify that the injury or contagious or infectious disease was sustained by the employee through normal discharge of his/her duties. Use of such leave shall result in no reduction of the employee's accumulated sick leave except as provided in S231.41, Florida Statutes.

#### Section 8.

When required to report for jury duty, or for litigation arising out of the discharge of his duties, or when subpoenaed as a witness, not involving his personal litigation, an employee will be granted the appropriate leave with pay. When appearances are required for situations other than those listed above, the Board will grant personal leave without pay. The employee may retain any payment received for such duty and surrender his/her salary for that period of time to the Board. If released from jury duty before the end of the school day, the employee shall notify their administrator for direction in regard to return to work.

#### Section 9.

A regular employee returning from an approved leave will not be required to serve an additional ninety (90) day probationary period.

#### Section 10.

SRPs may be granted a leave of absence for up to one year at the discretion of the School Board. An SRP returning from such leave shall be returned to employment, without prejudice,

provided intent to return is filed within six (6) months of approved leave. An employee returning from an approved or extended leave will be given a similar position to which he was previously assigned. Employees returning from approved leaves of absence will retain full credit for years of service prior to their leave.

#### Section 11.

An employee who has resigned and then returns to the system will retain their years of experience.

#### Section 12.

The total unused portion of the annual sick leave allowances will be permitted to accumulate.

#### Section 13.

A leave of absence without pay for a 30 calendar days will be granted to an employee, upon request, for the purpose of campaigning for his personal election to a public office.

#### Section 14.

Temporary duty elsewhere may be granted by the Board for an SRP to attend professional meetings, conferences, workshops, or other such meetings outside the county. Such leave will be related to improvement of job performance and will normally be with pay and may include per diem.

#### Section 15. (Revised 1995-96)

The Board shall provide terminal pay for accumulated sick leave to any employee of the District School Board. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled may be paid to his beneficiary. To be entitled to terminal pay benefits, the employee shall have been under contract to render services and shall not be under suspension from duty or have any charges pending which may have resulted in dismissal from employment. However, such terminal pay shall not exceed an amount determined as follows:

- a. During the first three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
- b. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

- d. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
- e. During and after the thirteenth (13th) year of service, in Lafayette County, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

Section 16. *(Revised 1995-96)*

Annual leave may be accumulated for a maximum of 30 days. Terminal pay for annual leave will be at 100%.

Section 17.

Upon written authorization of the Superintendent, leave days with pay shall be granted the Association president or his designee for the purposes of attending Association meetings and conferences; provided such leave may not exceed eight (8) days annually.

Section 18. Bereavement Leave *(New 2001-2002)*

In the event of the death of a member of an employee's immediate family (spouse, child, mother, father, brother, sister), an employee on regular permanent status shall be granted up to two (2) days of paid leave within two weeks of the death of the member. In the event of the death of a member of an employee's family (brother-in-law, sister-in-law, aunt, uncle, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, grandparent-in-law, or any relative residing within the employee's household), an employee on regular permanent status shall be granted up to one (1) day of paid leave to facilitate attendance at the funeral. Verification must be provided to the supervisor of attendance at the funeral. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of bereavement leave is not authorized.

Section 19. Employees' Voluntary Sick Leave Bank *(New 2001-2002)*

A. Purpose

The sick leave bank is established to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave.

B. Membership

Any full-time employee of the Board having been employed by the School Board for at least one (1) year and having at least six (6) days accrued sick leave may enroll in the sick leave bank by voluntarily contributing one (1) sick day to the Bank. The enrollment shall be opened each year during the months of September and February



only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- 1) Enrollment must be made on the prescribed form furnished by the district office.
- 2) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in Section J.
- 3) Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank.

#### C. Establishment and Duration

- 1) The Sick Leave Bank will not come into existence until at least 25% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 25% of the number of full-time employees.
- 2) In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with Section J below.

#### D. Replenishment Contributions

When the last twenty (20) days of the Sick Leave Bank have been assigned, members will be assessed a maximum of one (1) additional day each year. Each member will be notified in writing. If employee has no sick leave day their day shall be taken at the first of the next fiscal year.

#### E. Administration and Governance

- 1) The district finance office shall establish procedures for identifying and recording contributions to the Sick Leave Bank and for complying with applicable governmental regulations and/or associated record keeping.
- 2) The Sick Leave Bank shall be administered by a committee of three employees named by the Association and three employees named by the Superintendent. The Committee shall receive all requests for withdrawals from the bank. A minimum of four (4) committee signatures is required for all approvals or denials of withdrawal requests. Denials will be fully explained in writing.
- 3) Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee shall be comprised of two members named by the

President of the LEA and two members named by the Superintendent and one mutually agreed upon member. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

#### F. Eligibility

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- 1) All accumulated sick leave of the employee must first be expended. No member shall be eligible to use the Sick Leave Bank unless he/she has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay. Any sick leave days drawn from the pool by a participating employee must be for an illness or injury, for a surgical procedure that is non-elective and may only be for the member's own illness or injury or non-elective surgery.
- 2) Employees withdrawing days from the Sick Leave Bank shall not be required to replace those days. Any replacement of days shall be in accordance with the normal replenishment policy of the Sick Leave Bank
- 3) Applications must be made to the District office including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify the nature of the illness or injury, a statement verifying that the surgery could not be postponed until a break in the employee's duty schedule and a probable date the member would be able to return to work.
- 4) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation or on medical retirement.

#### G. Benefits

- 1) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20<sup>th</sup>) day of benefits had been reached. At this time, the Committee may request additional medical certification. Also at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- 2) After the twenty (20) day review, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remains sufficient leave days in the bank.

- 3) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individual may reinstate membership by meeting initial qualification.

#### H. Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the District Office. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit in dollars drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

#### I. Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so in September or February. Withdrawal must be in the form of written notification and any previously contributed sick leave will become the property of the Sick Leave Bank. If an employee chooses to reinstate membership they shall be subject to initial membership requirements.

#### J. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- 1) Each member will receive an equal share of the unused day to be credited to his personal accumulated sick leave account in fourths of a day.
- 2) Any balance left will be disposed of by the Sick Leave Bank Approval Committee.
- 3) In no instance will the days credited back to members be greater than the number remaining in the Bank.

Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

### Section 20

In the event that there is an early release day approved by the Superintendent of Schools, the employee will only be charged leave equal to the length of the work day.

## **ARTICLE XI. TRANSFERS/VACANCIES**

### Section 1.

Qualified employees may apply for transfer at any time an opening exists. Reasons for the request must be given in writing.

### Section 2.

The Superintendent or his designee will post in each worksite a list of known employee vacancies as they occur.

### Section 3.

- a. Currently employed SRPs will be given priority consideration in the filling of new positions or vacancies provided they have the skills and ability to perform the job.
- b. Employees with no prior important assessment deficiencies, who have a current application on file, and who meet the qualifications of the job description, and who were non-renewed due to budget reductions/restraints, will receive priority consideration for a vacant position prior to the employment of an applicant with no prior service to the district.

### Section 4.

The Board agrees to seek qualified applicants as defined by the approved job description. Qualified current employees will be given priority, if possible, when filling vacancies. Other factors being equal preference shall be given based on seniority, to applicants from within the school district. Other factors may include but are not limited to qualifications, performance appraisal, academic preparation, certification, relevant experience, interview process.

### Section 5.

When an SRP moves from one position to another (upgrade in terms of hours and/or months of employment and/or job skills) within like months of employment, (nine month to nine month; ten month to ten month; or 12 month to 12 month) see salary schedule for number of years that can be brought in as experience. If that salary is less than they were earning in their previous job, then they would be placed at the step on the salary schedule that would equate to a five percent (5%) increase over their previous salary. When the upgrade increases the number of months of employment, (nine month to ten month; nine month to twelve month or ten month to twelve month) the position upgrade is inclusive in the salary. However, at no time during the position change shall an SRP exceed their number of years of experience.

## **ARTICLE XII. ASSIGNMENT/REASSIGNMENTS**

### Section 1.

The Superintendent will recommend personnel assignments and reassignments within this district with the approval of the Board. Vacant positions may be filled by transfer when such transfers meet program needs. Vacancies must be posted in advance and filled as allocated.

### Section 2.

Reassignments will not be made for punitive reasons.

### Section 3.

Reassignments will be handled in a professional manner.

### Section 4.

Each employee shall be assigned within the scope of his qualifications and experience.

### Section 5.

Changes in work assignment within the regular school year may be made at the discretion of the supervisor. Reasons for the change are to be given in writing.

## **ARTICLE XIII. EMPLOYEE PERFORMANCE EVALUATION**

### **Section 1. Staff Evaluation Procedure**

- a. Each employee shall be evaluated by the worksite supervisor or an administrator annually.
- b. A blank evaluation instrument will be available for review by the SRP prior to the evaluation.
- c. Employees shall sign the completed evaluation form signifying that he/she has reviewed the form. If a SRP declines to sign the form, he/she shall, within ten (10) working days provide a signed statement either stating his/her intent to grieve or present a rebuttal to be attached to the evaluation. An SRP shall not be requested to sign a blank or incomplete evaluation form.

### **Section 2. Discipline (*New 1997-98*)**

- a. A bus driver may face disciplinary actions, including reprimand, suspension and/or termination for violations on the Department of Highway Safety & Motor Vehicles (DHSMV) Report, as outlined in the District's Safe Driver Plan. The plan is included in the Lafayette District School's Transportation Procedures Manual.

## **ARTICLE XIV. CAREER SERVICE PERSONNEL SPECIAL AREA SECTION**

### Section 1. *(Revised 1995-96)*

- a. The driver designated for a trip is responsible for the trip, but that driver may seek a volunteer driver for the trip or trade trips. It will be the responsibility of the drivers trading trips to keep up with the trade. Drivers will be assigned as their number comes up. Exceptions to this will be for trips when circumstances necessitate the use of other qualified employees as drivers.
- b. Drivers will be assigned three (3) school days or seventy-two (72) hours prior to the trip when feasible.
- c. Trips should not be posted more than two (2) weeks in advance.
- d. When a trip is cancelled after the driver has been assigned, that driver's number will be flipped. (This driver will not be moved to the next trip.)
- e. All trips posted scheduled are regular trips and drivers will be assigned on a rotating basis.
- f. In the event a driver has an extreme extenuating circumstance that may prevent him/her from taking a scheduled trip and a volunteer driver is not available, the driver is to notify the bus garage at the earliest date and furnish documentation by medical or legal statement to support the extreme circumstance.
- g. Any trip posted with less than three (3) school days or seventy-two (72) hours notice will be considered a volunteer trip by drivers. The rotating drivers coming up for the next trip, if not already assigned, may be considered for the trip first. In all tournament playoffs when a bus is needed to finish the tournament and no bus has been scheduled, the driver driving the last tournament trip will be responsible for additional trips to said tournament.
- h. The Director of Transportation has the latitude to alter trip assignments.
- i. When a bus is late, a written report should be filed as to the reason why, mechanical or otherwise.
- j. Drivers should use their horns when approaching morning stops, of students are not visible.
- k. Buses are not to move until children are seated.
- l. Seat assignments are recommended.
- m. Discipline on the buses should be consistent with that in the classroom.

- n. Drivers will inspect the inside of the bus from the driver's seat to the back each time students are transported. Any damage to the bus by students must be reported on a daily report sheet.
- o. Drivers shall report for duty at least fifteen (15) minutes prior to scheduled departure from the bus compound.

Section 2. Student Discipline

- a. Bus rules and regulations will be printed by the Board and posted in each bus.
- b. Each student will be informed of the bus rules and the penalty associated with the violation of the rules.
- c. Upon receipt of written notification of violation(s) of bus rules and regulations by a student, the designated administrator will take action as outlined in the published rules and regulations.

Section 3. Paraprofessionals/Aides

- a. Student Supervision: All supervisor assignments will be made in compliance with state laws and State Board of Education regulations. Paraprofessionals/aides who are assigned supervisory duties will have immediate access to certificated personnel during the supervisory period. No paraprofessional/aides shall have the sole responsibility for the supervision of students for an extended period of time.
- b. Duties and Responsibilities: Paraprofessionals/aides duties, responsibilities, standards, and procedures shall be governed by standards and procedures as defined in Section 228.041(23), (24), Florida Statutes and 6A-1.070, Florida State Board of Education regulations.
- c. Paraprofessional/aides will have access to the classrooms to which they are assigned during the normal work day.



## **ARTICLE XV. GROUP HEALTH INSURANCE**

### Section 1. *(Revised 2008-2009)*

The Board will contribute \$6203.28 annually toward the cost of an individual group health insurance plan.

### Section 2.

The Board and the Association will form an insurance committee to evaluate current healthcare plans and other available insurance coverage. Three committee members shall be appointed by the Association and three shall be appointed by the Superintendent/Board. The committee's scope of work shall include plan design, request for bids, and negotiating with insurance companies and agents as needed. The committee shall meet at least semi-annually and shall provide recommendations for consideration to the Board and Association bargaining teams for agreement and ratification.

## **ARTICLE XVI. TWELVE MONTH CALENDAR**

### Section 1. *(New 1995-96)*

Twelve month holidays are designated as follows: July 4th; Labor Day; Thanksgiving Day; Christmas Eve; Christmas Day; New Years Eve; New Years Day; and six (6) remaining holidays as designated by the school calendar which may include: Veterans Day; Martin L. King holiday; President's Day; Good Friday; Memorial Day; and/or additional holidays at Christmas.

## **XVII. PROFESSIONAL COMPENSATION**

### Section 1. *(New 1997-98)*

The basic salaries of Support Related Personnel covered by this Agreement shall be set forth in Appendix A of this Agreement. Increments will be paid automatically at the beginning of the school year, unless it places an undue burden on the School Board.

### Section 2. *(New 1997-98)*

Salaries for nine (9) and ten (10) month Support Related Personnel will be paid in twelve (12) checks on the last working day of each month. The first check will be paid on the last calendar working day in August. The remaining salary shall be paid in equal payments on the last calendar workday of each month except June, which shall be paid ten (10) working days after the last day of post-planning. The two (2) salary payments due in June will be combined into one check for the purpose of meeting bank requirements for direct deposit.

### Section 3. Retirement Incentive Plan *(New 1998-99, Revised 05/15/00; 12/18/07)*

In the first year of eligibility for retirement, the employee may elect to retire at 30 years of service and/or 62 years of age. This retirement incentive may be received if the employee:

- a. files a Notice of Intent to Retire as follows:  
By June 1<sup>st</sup> if retirement date will be between July 1st and December 31<sup>st</sup> or by December 1<sup>st</sup> if retirement date will be between January 1<sup>st</sup> and June 30<sup>th</sup> and
- a. has at least 10 years of continuous service in the district.

The options to be offered are:

- a. the payment of the difference between the cost of a single policy insurance premium (Plan C) and the current Health Insurance Subsidy (HIS) rate. (The employee must sign an automatic deduction with FRS to have the HIS amount paid directly to the district); or

- b. the monthly payment, to the employee, of the difference between the single policy premium amount and the current HIS rate
- b. The board will contribute to a retiree's health insurance premium until the employee reaches the age in which they become eligible for Medicare.

If the retiree should become re-employed with another agency which has an employee health insurance program, the retiree may remain on the district's health insurance plan but the Board will suspend its contribution as stated in paragraph (a) until no longer gainfully employed.

In addition he/she will be entitled to a one-time cash bonus equal to 20% of the employee's annual gross salary. The provisions of this retirement incentive plan will not be available if the employee chooses to participate in the Deferred Retirement Option Plan (DROP).

After computing the financial impact of the current year retirement incentive plan, the Board may withdraw the incentives for that fiscal year. In that instance, those who had applied, and chose to defer their retirement for one year, will be given the first priority to retire with incentive the following year. The decision, on the part of the Board, to withdraw the incentive will be made by March 31<sup>st</sup> of the current school year.

#### Section 4.

Time sheets for employees who work during the summer or who work beyond their regular day will be due when the payroll period ends in order to process payroll in a timely manner. This will eliminate overpayment of wages. Balance of time worked in July after the July payroll period ends will be paid on the August paycheck.

#### Section 5. (New 2007-08)

Employees who retire from Lafayette District Schools and are rehired in an equivalent position may be placed on the salary schedule based on experience.

OFFICIAL GRIEVANCE FORM

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

C. State of Grievance occurred: \_\_\_\_\_

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D. Relief Sought: \_\_\_\_\_

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(Date)

E. Disposition by Principal or other Immediate Supervisor:

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant

OFFICIAL GRIEVANCE FORM

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

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B. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

C. State of Grievance occurred: \_\_\_\_\_

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D. Relief Sought: \_\_\_\_\_

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E. Disposition by Principal or other Immediate Supervisor:

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(Signature)

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(Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant

OFFICIAL GRIEVANCE FORM

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

C. State of Grievance occurred: \_\_\_\_\_

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D. Relief Sought: \_\_\_\_\_

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E. Disposition by Principal or other Immediate Supervisor:

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(Signature) (Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant