

**OFFICIAL AGREEMENT**

**BETWEEN THE**

**NON-INSTRUCTIONAL PERSONNEL  
of  
Seminole County  
Board of Public Instruction Association, Inc.**

**AND**

**AND**

**THE SCHOOL BOARD OF SEMINOLE COUNTY  
SANFORD, FLORIDA**

**July 1, 2019- June 30, 2021**

PREAMBLE	-	Present Contract
ARTICLE I	-	Present Contract
ARTICLE II	-	Bargaining Agents'/Employees' Rights and Responsibilities
Section 1.- Section 16.	-	Present Contract

**Section 17.**

- 1. Should the Association decide to have a full-time non-instructional release president; the Board shall place this non-instructional individual in the status of on assignment. The Board will continue to pay the president's regularly contracted salary and benefits. The president shall continue to receive a salary adjustment, if eligible, while on assignment.**
- 2. The Association shall reimburse the Board 100% of the full-time released president's salary and benefits. Payment shall be remitted on August 1, December 1, and March 1 of each fiscal year.**
- 3. Upon completion of the term(s) as president, the non-instructional individual shall be given his/her position in the same school. If this is not possible, he/she may be given a comparable position.**

ARTICLE III	-	Present Contract
ARTICLE IV	-	Present Contract
ARTICLE V	-	Present Contract
ARTICLE VI	-	Present Contract
ARTICLE VII	-	Employment Conditions

**All employees will earn a year of service by working one (1) hour more than half the total number of hours in their contract year.**

**Example: 188 day employee that works 8 hour days which equals 1504 hours by contract. This employee must work at least 753 hours in the year to receive service credit for that year.**

Section 1.- Section 7.	-	Present Contract
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Section 8. Evaluation

A. The purpose of evaluation is to assess and/or improve the quality of the employee's services.

**B. No bargaining unit employee will be involved in the evaluation process of any other bargaining unit employee. Only the principal, or his/her administrative designee, supervisor or cost center director/manager, shall serve as Bargaining Unit evaluators.**

Section 9.- Section 13.	-	Present Contract
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Section 14.

The Human Resources Department shall compile a list by job classification and continuous employment date of all annual employees who have completed at least two (2) continuous years of service and who have not been recommended for reappointment but received no less than "satisfactory" assessment/evaluation for the two (2) or three (3) year period as appropriate. Prior to hiring anyone from outside the system, the Executive Director of Human Resources shall make every effort to place the individuals on this list in vacancies for which they are qualified. Placement shall be based upon continuous

employment date. If there is more than one qualified person for a vacancy with the same continuous employment date, the worksite administrator shall make the selection from among those individuals. The conditions of this section shall apply from each annual reappointment period to August 1st.

All provisions pertaining to annual employees as outlined in Section 3 of this article shall apply to any employee placed in a position via this section of the contract.

~~Section 15.~~ **Section 14. AWOL (Absent Without Leave)**

Employees shall report absences and the reason for such absences prior to the start of their duty day in accordance with practices established at each cost center. **AWOL shall mean an employee is absent without notice or permission.** An employee who has been determined to have been AWOL, **based on concrete and articulable facts,** shall be subject to the following progressive discipline procedures:

- 1st Offense - Written reprimand and one-day suspension without pay
- 2nd Offense – Five-day suspension without pay
- 3rd Offense - Recommended for termination.

Each day that an employee is AWOL shall be considered a separate offense. However, any documentation of offenses in this section shall be maintained in the employee's personnel file.

~~Section 16. (Safe Driver Program)~~ **Section 15.-Reporting Responsibility**

Section 1.- Section 4. - Present Contract

~~Section. 5. Accidents~~

**A. It shall be the responsibility of all drivers to report on the next scheduled employee work day the following to their direct supervisor or his/her designee:**

- 1. Any accident in which the operator was involved as an operator of a motor vehicle regardless of the ownership of the vehicle and if the driver was or was not at fault.**
- 2. Receipt of any traffic citation, excluding parking violations.**
- 3. Expirations, suspension, or revocation of driver's license.**

~~A. B.~~ When a driver has an accident, ticketed or not, in a district owned vehicle, the Director of Facilities Services or his/her designee, shall investigate the accident.

~~B. C.~~ As part of the investigation, the employee shall meet to discuss the accident and any documentation within five (5) working days of the accident. The employee shall be provided copies of all documentation and copies of tapes if the meeting is recorded. Any employee may be represented by the Union at such a meeting.

~~C. D.~~ Based on the outcome of the investigation, the driver may be disciplined for just cause. The driver shall be notified in writing within forty-five (45) days of the district level administration becoming aware of the facts concerning the accident, as to whether or not disciplinary action will be taken.

**Section 16. After Hours Employees**

**When working conditions issues arise the cost center supervisor will make every effort to resolve the issue. Should the issue not be resolved the employee may bring the concern to the Executive Director of Seminole UniServ and Director of Employee and Governmental Relations to discuss possible solutions.**

ARTICLE VIII - Employee Rights

Section 1. –Section 2. - Present Contract

**Section 3.**

- A. Employees shall have the right to a duty-free lunch.
- B. Employees shall be only required to work their contracted number of hours
- C. Employees have the right to be treated with civility and respect as stated in Board Policy.
- D. Employees shall be informed in advance of the purpose for any meeting that may result in disciplinary action.
- E. Employees have the right to union representation at any investigatory meeting/interview that may lead to any disciplinary action from administration. These rights are known as the Weingarten Rights (NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975)).
- F. Employees have the right to a work environment free of all forms of harassment or discrimination as stated in, but not limited to, Board Policy.

ARTICLE IX	-	Present Contract
ARTICLE X	-	Present Contract
ARTICLE XI	-	Leaves and Temporary Duty
Section 1.- Section 7.	-	Present Contract
Section. 8 – Family Medical Leave		

**a. It is the intent of the School Board and the Association to comply with the provisions of the Family Medical Leave Act and Department of Labor Opinion Letters. If any provisions of this contract are in conflict with the Family Medical Leave Act or Department of Labor Opinion Letters, they will be void.**

**b. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.**

**c. If any employee has paid leave time when FMLA is awarded, the employee may elect to use any portion of the paid leave congruently with FMLA leave. Once an eligible employee communicates a need to take a leave for an FMLA qualifying reason neither the employee or the employer may decline FMLA protection for that leave.**

**d. When an employee returns from FMLA leave, he or she must be restored to the same or equivalent position.**

A. ~~Family Medical Leave Act~~

~~All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, known as the "FMLA," effective on February 5, 1994, and which implements federal regulations. In the event of conflict between this article and FMLA or its regulations, the FMLA and its regulations shall control.~~

B. ~~Definitions~~

The following definitions shall apply to this article:

- ~~1. Eligible Employee: The term "eligible employee" means an employee who has been employed by the School Board of Seminole County for at least twelve months prior to the time that FMLA leave is requested and who has worked for at least 1,250 hours during the twelve months immediately prior to the time that FMLA leave is requested.~~
- ~~2. Parent: The term "parent" means the biological parent of an employee or an individual who in fact acted as that employee's parent before the employee became a legal adult.~~
- ~~3. Son or Daughter: The term "son or daughter" means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years or is 18 years of age or older and incapable of self care because of a mental or physical disability.~~
- ~~4. Spouse: The term "spouse" means a husband or a wife as defined by the laws of the State of Florida.~~

~~5. Serious Health Condition: The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing care by a health care provider or one which prevents the employee from performing the essential duties of his/her job.~~

~~6. Other Definitions: The definitions contained in FMLA, as explained in the applicable federal regulations apply to this article and shall be controlling in the event of conflict with any definitions herein stated.~~

#### ~~C. Employee Eligibility~~

~~Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.~~

#### ~~D. Reason for Leave~~

~~1. FMLA leave shall be granted to eligible employees for the following reasons:~~

- ~~a. to care for the requesting employee's child after birth or following placement for adoption or foster care;~~
- ~~b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,~~
- ~~c. for a serious health condition that makes the employee unable to perform the requesting employee's job.~~

~~d. Any qualifying exigency that arises because the spouse, son, daughter, or parent of an employee is on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings.~~

~~e. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty six (26) weeks of unpaid leave during a twelve (12) month period to care for the service member. This leave is available only during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or; or is in outpatient status; or is on the temporary disability retired list.~~

~~f. During the single twelve (12) month period described above, an eligible employee is entitled to a combined total of twenty six (26) weeks of leave under the provisions of Section D. 1. a) — e). This does not limit the availability of leave under Section 1. during any other twelve (12) month period.~~

~~2. FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any period longer than one year from the date of the birth or placement of the child.~~

#### ~~E. Leave Year~~

~~An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks. In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.~~

F. Use of Unpaid Leave

~~When an employee requesting FMLA leave has accrued sick leave or vacation leave, the employee shall be required to first use that earned or accrued sick or vacation leave prior to taking FMLA leave. When an employee on paid leave which was initiated as paid leave, requests to extend that leave by the use of FMLA leave, the employee shall be required to first use any remaining paid leave before going on FMLA leave.~~

G. Group Medical Insurance

~~1. The School Board shall continue an employee's group medical insurance in full force and effect during any FMLA leave, to the same extent as when the employee worked prior to taking FMLA leave. The employee will continue to be responsible for the employee's share of the cost of the insurance coverage while on FMLA leave.~~

~~2. An employee's health insurance coverage will be canceled if the employee is more than thirty (30) days late in paying the employee's share of the health insurance coverage provided during the employee's FMLA leave.~~

H. Recovery of Employer's Payments for Group Medical Insurance

~~1. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless: the employee fails to return to work because the serious health condition for which the employee took FMLA leave continues or reoccurs; because the employee suffers a different serious health condition; or, the employee does not return to work for reasons beyond the employee's control.~~

~~2. If an employee claims that he/she cannot return to work after his/her FMLA leave is depleted or expires, the School Board may require verification of the employee's continued or reoccurring health condition or onset of a new serious health condition or that of the family member whose condition was the reason for the employee taking FMLA leave.~~

I. Both Husband and Wife are Employees of the School Board

~~When both the husband and the wife are employed by the School Board the combined total amount of the leave available for both of them, when the leave is to care for a newborn child or a child newly placed for adoption or foster care, is a maximum of twelve (12) weeks.~~

J. Notification of Intent /Need to Take FMLA

~~An employee who is planning to take FMLA leave must give the School Board thirty (30) days' notice before the expected start of FMLA leave if the leave is for the expected birth, placement for adoption or foster care of a child, or planned medical treatment for a serious health condition for the employee or a family member. If it is not possible for the employee to give thirty (30) days' notice because of reasons such as a medical emergency, a change in circumstances, or because the employee cannot determine approximately when the leave will begin, the employee should give notice as soon as possible.~~

K. Medical Certification

~~1. Illness of a Family Member: When the employee is requesting FMLA leave for a serious health condition of the employee's spouse, child, or parent, the School Board may request that the employee provide a statement from the spouse's, child's or parent's doctor certifying that it is necessary for the employee to care for that person and stating the estimated time for which the care will be needed.~~

~~2. Illness of the Employee: When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide certification of the condition for which leave is~~

~~requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.~~

~~L. Periodic (Intermittent) Leave for Planned Medical Treatment~~

~~1. Periodic or intermittent leave may be taken when the employee, the employee's spouse, child, or parent has a serious medical condition that requires periodic treatment or care and it is foreseeable that the employee will need short periods of time off.~~

~~2. Intermittent leave may be taken in blocks of one or more days or partial days, separated by blocks of one or more days or partial days of work. The need for intermittent leave must be certified as medically necessary by the employee's doctor or the employee's, spouse's, child's, or parent's doctor.~~

~~3. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.~~

~~4. The employee must give the School Board thirty (30) days' notice of the need for such leave unless it is not possible to do so. In that case, the employee must give the School Board as much notice as possible.~~

~~M. Return to Employment/Restoration to Position~~

~~Upon return from FMLA leave, an employee will be restored to the employee's position prior to leave or an equivalent position. If the employee is placed in an equivalent position, that position will be at the same pay, benefits and other terms and conditions of employment under the collective bargaining agreement and/or applicable School Board policy.~~

~~N. Caution~~

~~This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.~~

Section 9. General Provisions Governing Leaves

A.-E. - Present Contract

F. Any employee granted a **an unpaid** leave of absence as provided in this article shall be given an opportunity, unless otherwise provided, to continue **medical, vision, an dental** insurance coverages in existing school programs **through COBRA** during the leave provided such leave is acceptable by the insurance carrier and provided that full premiums for such insurance programs shall be paid by the employee ~~on a monthly basis in advance of the month due.~~ **All other coverage will terminate and be subject to the policy provisions. Employees will be responsible for paying their voluntary coverages directly to the vendor (i.e. short-term disability, accidental death and dismemberment).**

Section G. – Section J. - Present Contract

ARTICLE XII - Present Contract

ARTICLE XIII - Present Contract

ARTICLE XIV - Other Fringe Benefits

Section A. –

A. Insurance and Wellness Committee

1. A Districtwide Insurance/Wellness Committee of nine (9) voting members shall be established by the Superintendent. The purpose of the committee is to make recommendations to the Superintendent. The committee shall contain three (3) members appointed by the Superintendent, three (3) bargaining unit members appointed by the SEA president, and one (1) member each from NIPSCO, SCSBDA, and SECA each selected by the presidents of their association.
2. The committee shall monitor all benefits offered to employees and develop proposals for changes, modifications, and improvements. All proposals shall be submitted to the Superintendent and a copy provided to the Association Presidents with a committee recommendation provided a majority of the committee supports the recommendation.
3. This committee shall study wellness initiatives to help develop and implement wellness program goals and requirements.
4. The committee shall meet at least once a month or more often at the request of any three (3) members of the committee.
5. Committee members attending meetings during their regular contracted work hours shall be provided temporary duty with pay.

B. Health Insurance: The Board shall provide an insurance program for employees as follows:

1. The Board will contribute one hundred percent (100%) of an individual single plan cost for a health insurance plan.

**Dependent coverage shall be available at the employee's expense. Where two spouses are employed by the School District and they desire to cover their children and one is covered by and shows proof of coverage by another PPACA compliant plan, the single amount for the non-covered spouse shall be credited to the dependent coverage of the covered spouse. In no instance will the total amount paid by the Board for the two employees exceed 2 times the employee only Board contribution.**

Effective June 30, 2015, those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position the Board will offer to contribute fifty (50%) of an individual single premium of a health insurance plan.

For those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position during the 2014-2015 school year and who have been enrolled in an employer paid health care plan, the Board will continue to contribute one hundred percent (100%) of the individual single premium. This provision shall continue as long as the employee remains in a contracted position of less than 30 hours per week but at least 50% of a full-time position.

2. For an employee who enrolls in the High Deductible Health Plan and has met the ~~five (5)~~ required Wellness activities, the School Board shall contribute \$750.00 to the employee's Health Savings Account or Health Reimbursement Account, whichever is applicable.

~~For the 2016 benefit plan year the Board shall contribute \$500.00 to an employee's Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees enrolled in the High Deductible Health Plan at the time of ratification of the 2015-16 contract.~~

~~On February 1, 2017 the district will project the surplus funds in the Health Self Insurance Fund for the 2016 plan year. The district proposes the portion of the increase that exceeds \$1,000,000 will be contributed to a Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees participating in the district's health insurance plans.~~

3. For an employee who enrolls in the Buy-up Plan and has met the ~~five (5)~~ required Wellness activities, will receive an annual premium reduction of \$750.00.
4. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's **elect** coverage until **June 30<sup>th</sup>** ~~July 31<sup>st</sup>~~ provided the employee shall remain employed until the end of the contract year in which he or she become employed. **Should the**



**employee be rehired by the District prior to the beginning of the following school year, the employees insurance coverage will be back dated to June 30<sup>th</sup>.**

If an employee resigns or employment is terminated any time prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment.

5. All newly hired employees eligible for benefits have thirty days **from their position start date** to select their benefits **online and upload any necessary documents.** ~~and to submit a completed enrollment form and applications to the District's Employee Benefits Department.~~

6. The employee's insurance will be effective **on the first of the month following sixty (60) eighty-ninth day (89)** calendar days from the initial date of employment contingent on his/her meeting the enrollment deadline set above.

7. Any new hires eligible for healthcare that fails to make an election for insurance within the first 30 days of the position start date shall be defaulted to the Board provided health insurance plan. These individuals shall not be eligible for the **Board paid** disability plan.

8. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days the Board will pay one (1) month's single member plan cost for the employee's health insurance program. If applicable, the one month's plan cost will part of the coverage provided under the provision of the Family Medical Leave Act.

**C. Employees who are eligible for benefits may decline them, provided the employee shows proof of other acceptable federally compliant medical coverage.** Employees who are eligible for benefits may elect to receive the Board provided Disability Income Plan in place of coverage as listed in "B.1." ~~above, provided the employee can show proof of medical coverage.~~

#### D. Cafeteria Style Insurance Plan

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits are: dependent health coverage, additional life, ~~cancer~~, dental, short-term and long-term disability, hospital ~~income protection~~ **care plan, critical illness, accident**, long term care, and vision insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless a **an I.R.S. change in family status qualifying event** occurs as defined by I.R.S. Rules.

3. The Board shall provide these additional options to the cafeteria plan:

a. Dependent child care reimbursement accounts

b. Medical, flexible spending account. Employee's maximum contribution to this account is limited to ~~\$2,550.00~~ **\$2,700.**

c. Employees enrolled in a High Deductible Health Plan are eligible for either a Health Savings Account or Health Reimbursement Account whichever is applicable.

E. Optional Insurance: A benefit eligible employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

~~A~~**1.** Dental Insurance

~~B~~**2.** Disability/Income Protection-**Accident Insurance**

~~C~~**3.** ~~Cancer Insurance~~ **Critical Illness**

~~D~~**4.** Term life insurance and accidental death and dismemberment coverage ~~to a maximum of \$300,000~~

~~E~~**5.** Short-term and Long-term Disability Insurance

~~F6.~~ Hospital ~~Income Protection~~ **Care Plan**

~~G7.~~ Vision Insurance

~~H8.~~ Term life insurance for spouse

~~I9.~~ Term life insurance for dependent children

~~J10.~~ Long term care insurance

F. Enrollment Period

1. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan, **subject to carrier provisions.**

During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan

2. No changes in the insurance selection will be made by the employee during the year except **due to an I.R.S. qualifying event.** ~~for changes such as marriage, divorce, death, additions or deletions to family.~~

3. a. ~~In the event an employee withdraws participation in a particular plan, he/she will not be allowed to re-enter the plan year during the fiscal year. Re-entry into the plan year subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.~~

**b.a.** Upon return from a Board approved leave without pay ~~and after having failed to pay the insurance premium, that~~ **the** employee shall be entitled to re-enroll in the benefit plans they were previously enrolled in prior to the leave of absence. The employee has 30 days from their return from leave to submit the enrollment forms to the Employee Benefits Department. **Coverage will be effective the first of the month following 30 days after the return from leave.**

**e.b.** The Board shall provide one times the employee's annual salary of term life insurance and one times the employees' annual salary of accidental death and dismemberment insurance with a minimum of \$25,000 ~~and a maximum of \$300,000~~ for all employees who are eligible for benefits.

~~G. Insurance Trust Fund: All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments will be used for the support of direct costs of insurance benefits for employees.~~

~~H G.~~ Retired Employees: Employees upon official retirement shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

Premiums for the group health and medical policy will be payroll deducted from the employee's monthly State Retirement paycheck, provided said retirement paycheck is sufficient to cover the premium deduction. If the monthly retirement paycheck is not sufficient to cover the premium deduction, the retiree will be billed on a monthly basis by the Board.

~~I-H.~~ Worker's Compensation

1. Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

2. Should an employee who is injured while on the job use all of the 10 days or equivalent hours thereof provided for injury and/or illness in the line of duty and it is necessary for the employee to go on worker's compensation, the employee shall be given the option of using his/her available accrued sick leave and/or vacation leave to cover the equivalent hours which equals 1/3 of each day of worker's compensation absence.

**3. If an employee is taken out of work by a worker's compensation doctor for more than ten (10) consecutive days, the employee must apply for FMLA.**

At the time of each new injury, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

4. Should an employee elect to utilize either sick or vacation leave to offset the worker's compensation benefit, one-third (.3333) of a day or the equivalent hours thereof will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining equivalent hours which equals 2/3 of a day's pay for each day of worker's compensation absence. The worker's compensation payments, pursuant to Florida Statutes, will be sent directly to the employee by the District's carrier.

Such deduction shall be made for regular workdays, paid holidays, and paid vacation until all accrued leave is used or the employee is able to return to work, whichever occurs first. A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+ or -) will be made to the employee's first regular paycheck following his/her return to duty.

5. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

6. Paychecks issued to employees as referenced in "10.D." above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

- a.) Applicable taxes
- b.) Garnishments (i.e., levies, child support, writs)
- c.) Insurance benefits
- d.) Annuities
- e.) Professional dues
- f.) Credit Union
- g.) United Way

I. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance ~~for personal problems affecting job performance~~ **according to plan provisions.**

Section 12. Tax Sheltered Annuities

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

J. Payroll Deductions

A. All payroll deductions provided for in this agreement, with the exception of ~~Association dues~~ **Tax Sheltered Annuities**, will be in equal installments in ~~direct~~ proportion to the number of installments that the employee's salary is paid.

B. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

K. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee.

Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) work days of the pay date to the Credit Union.

#### L. Direct Deposit

1. The Board agrees to make available at the earliest date practicable, electronic direct deposit of employee's paychecks, to a qualified financial institution, provided the employees individually authorize the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (work days for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office. The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearing house in the amount of his/her total net pay in compliance with Banking Regulations.

3. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll.

In the event, the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each affected employee of said dollar amount to be deducted.

Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three working days of the pay date in which the overpayment occurred.

#### M. Retirement Terminal Pay

1. Upon official retirement date/DROP exit date of January 1, 2006, or later, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay up to 100 days; 75 percent of the employee's hourly rate for days over 100 and 13 years of service in SCPS; 80 percent of the employee's hourly rate for days over 100 and 14-19 years of service in SCPS; 90 percent of the employee's hourly rate for days over 100 and 20-24 years of service in SCPS; and 100 percent of the employee's hourly rate for days over 100 and 25 plus years of service in SCPS.

2. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave hours in an amount determined as follows:

- a) During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.
- b) During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.
- c) During the next 3 years of service in Seminole County, the hourly are of pay multiplied by 45 percent times the number of hours of accumulated sick leave.
- d) During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.
- e) During the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and

75 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

- f) During the 14th-19th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.
- g) During the 20th-24th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.
- h) During and after the 25th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 100 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

3. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits under the Florida Retirement System Pension Plan or the Florida Retirement System Investment Plan. This applies to employees who are older than forty-two (42) years of age and have a minimum of six (6) years of service with the District who terminate their employment, and who concurrently file for benefits from their retirement plan in either a lump sum or monthly benefit.

4. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of the retirement or death.

5. The Deferred Retirement Option Program (D.R.O.P) will be made available to those employees who meet the criteria as established by action of the 1997 State Legislature. D.R.O.P. will operate as prescribed by law. Payout for unused sick leave will be made upon termination. For those employees who are eligible to receive annual vacation leave, said leave will be paid up to the Board's maximum to D.R.O.P. participants when they enter the program.

6. A 401(A) and/or 403(b) plan is required for all bargaining unit members. The program will place the employee's terminal leave payout at the time of retirement (for sick and/or annual leave) into a 401(A) and/or 403(b) IRS approved plan subject to applicable restrictions. Monies placed into the plan can be withdrawn at age 55 without penalty. If an employee under age 55 requests his/her funds within 45 days of actual termination of his/her employment, the School Board will authorize a payment necessary to hold harmless said employee from the penalty imposed for early withdrawal. Any other deductions such as federal income taxes will be borne by the employee at the time of withdrawal of funds.

#### N. Work Apparel

1. a. Full-time (7½ or 8 hour) employees employed in the positions below will receive a clothing allowance from the School Board:

Maintenance and Operations Employees, Transportation Mechanics, Couriers, Warehouse Deliverymen, Custodians, Plant Maintenance Employees, Printers and Security Officers.

b. All food service employees will receive an allowance paid by the Board.

2. Such allowance as stated in A. above will be in the amount of one hundred and fifty dollars (\$150.00) to include purchase and income tax offset.

3. Employees employed after the beginning of the employment year will receive fifty dollars (\$50.00) upon initial employment. At the end of the sixty (60) days probationary period as specified in Employment Conditions Article, provided employment is continued, the remainder of the clothing allowance and income tax offset will be paid.

4. Clothing allowance deductions will be made each pay period for those employees wishing to participate (on a voluntary basis) in a uniform service provided the Association presents an acceptable plan to the appropriate district administrators.

5. Rain gear will be provided to couriers, warehouse and food service drivers and security officers. Two (2) sets of rain gear will be provided to all schools. Furthermore, at schools where custodians are required to work in inclement weather, appropriate rain gear will be provided. Additionally, two (2) sets of rain gear shall be provided for each food service production and satellite center for the employees who are required to assist in loading and unloading delivery trucks. Rain gear shall also be supplied for each maintenance vehicle.

6. Regular half-time employees listed in A.1. above shall receive one-half (1/2) the clothing allowance provided to full-time employees.

7. Employees receiving a clothing allowance paid by the Board shall wear the approved apparel at all times while on duty.

#### O. Mileage

An employee who is authorized to use his/her vehicle in pursuance of assigned duties shall be reimbursed at the rate allotted State employees in accordance with Florida Statutes 112.061.

#### P. Hand Tools

1. Each school center will have available for custodian's use a minor tool kit (hand tools) comprised of: Hammer, Hack Saw, Screw Driver, common Phillips, Pliers, Allen Wrench, Hand Saw, Pipe Wrench, Putty Knife.

2. If a custodian is directed to perform a task(s) which requires the use of a ladder or socket set, same will be provided by the school center.

3. In the event the Food Service Manager directs a food service employee to perform a task which required the use of a standard screw driver, hammer or set of pliers, the manager will provide same.

#### Q. Professional Development Supplement

The annual professional development supplement shall be four hundred dollars (\$400.00).

#### ~~R. Safe Driver Awards Program~~

~~1. The Safe Driver Awards Program offers those that have maintained a good driving history. The idea behind this program is not only to award those who are good drivers, but also to reduce the number of accident/incidents that create inconveniences in our daily operations, both personal and professional.~~

~~2. The program starts on July 1st and will end on June 30<sup>th</sup> of the current school year. The following criteria apply:~~

~~a. No preventable accidents/incidents while driving a district owned vehicle from July 1<sup>st</sup> through June 30<sup>th</sup> of the current school year as determined by the Executive Director of Legal Services/Risk Management and the Assistant Director.~~

~~b. No chargeable citations while driving a district or privately owned/leased vehicle from July 1<sup>st</sup> through June 30<sup>th</sup> of the current school year.~~

~~c. For present employees, you must be employed by July 1<sup>st</sup> and remain employed through June~~

~~30<sup>th</sup> of the current school year. To be eligible for the bonus an employee must drive a district owned vehicle for a minimum of 160 days.~~

~~d. For new employees, you must be employed as a driver by the first day of school of the current school year to be eligible for the bonus.~~

~~e. For employees that will be retiring or resigning under good intentions, you must be employed as a driver until the last day of school.~~

~~f. You must maintain an active current driver's license during the entire school year.~~

~~3. The awards are as follows:~~

~~a. One hundred (\$100.00) dollars to be paid to each driver meeting the above criteria. b. If you meet the above criteria, you will receive a certificate and a safe driving pin.~~

ARTICLE XV	-	Present Contract
ARTICLE XVI	-	Present Contract
ARTICLE XVII	-	Professional Development

Section 1.

The Board shall include in the District Master Plan for Professional Development components for members of the Bargaining Unit designed to improve the competencies of employees.

Section 2.

Employees may earn professional development inservice points to be used as a basis for a professional development supplement. **An annual supplement will be added to the salary of an employee who has completed sixty (60) in-service points within a four-year period for the 2019-20, 2020-21, and 2021-22 school years. Beginning in the 2022-23 school year** ~~A~~ **an** annual supplement will be added to the salary of an employee who has completed sixty (60) inservice points within a three-year period. **For the purpose of this section a year is July 1 to June 30.**

Upon approval of the sixty (60) points, such supplement will be paid in a lump sum payment **no later than the second pay period in September** ~~at either the employee's first pay date in January or the employee's first pay ate in June~~ and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position. An employee on leave of absence who has earned a supplement and has worked one day over one-half of his/her contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation. An employee who is entitled to the supplement and who has been laid-off shall receive said supplement, as scheduled, if recalled within sixty (60) days of their normal starting date for their position. Eligibility for the professional development supplement shall be determined by the following criteria:

A. One (1) inservice point shall be equivalent to one (1) clock hour of participation.

B. All inservice points earned must:

1. be included in the Master Plan for Staff Development; and/or

2. be a college course approved in advance by the District Administration (in which a grade of "C" or higher grade was received); and,

3. in both cases, must be related to the assignments within the bargaining unit. However, if an employee has an interest in participating in an in-service activity which is not related to an assignment within the bargaining unit he/she may submit form #435 to the Director of Teaching and Learning for approval.

C. 1. Only in-service points earned on off-duty hours will be recorded for the purposes of this program incorporated in the sixty (60) points used for the supplement unless otherwise approved by the Principal/Cost Center Supervisor and the Director of Teaching and Learning.

2. In order to receive in-service points for in-service activities other than those offered by the school district, prior approval must be granted. It is the sole responsibility of the employee to complete form #435 for this purpose.

D. Upon evidence of successful completion of an approved college course, the District shall assign the earned in-service points to the appropriate professional development component. College credit hours are to be equated as follows:

- 1 Semester Hour = 10 points
- 1 Quarter Hour = 6 2/3 points
- 3 Quarter Hours = 20 points

E. An employee shall receive only one supplement at a time.

F. **After the employee receives their first lump sum payment,** ~~F~~ the employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three [3] year period) has been received, the employee may start earning another set of sixty (60) points. ~~An employee may earn twenty (20) inservice points each year within the next four (4) year period that may be carried forward and applied to subsequent supplement sets (3-year period).~~

G. In-service points earned toward the sixty (60) hours to be used for the supplement shall be noted on the in-service print-out provided by the schools.

H. Participants at each in-service/professional development session will be provided proper forms to assure crediting of appropriate points. Additionally, trainers shall be instructed in the proper use of and completion of said forms and in the procedures to be followed for participants to obtain points.

- ARTICLE XVIII - Present Contract
- ARTICLE XIX - Present Contract
- ARTICLE XX - Professional Development
- Section 1. - Present Contract
- Section 2.

Employees may earn professional development inservice points to be used as a basis for a professional development supplement. **An annual supplement will be added to the salary of an employee who has completed sixty (60) in-service points within a four-year period for the 2019-20, 2020-21, and 2021-22 school years. Beginning in the 2022-23 school year** ~~A~~ **an** annual supplement will be added to the salary of an employee who has completed sixty (60) inservice points within a three-year period. **For the purpose of this section a year is July 1 to June 30.** Upon approval of the sixty (60) points, such supplement will be paid in a lump sum payment **no later than the second pay period in September** ~~at either the employee's first pay date in January or the employee's first pay ate in June~~ and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position.



An employee on leave of absence who has earned a supplement and has worked one day over one-half of his/her contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation.

An employee who is entitled to the supplement and who has been laid-off shall receive said supplement, as scheduled, if recalled within sixty (60) days of their normal starting date for their position. Eligibility for the professional development supplement shall be determined by the following criteria:

- A. One inservice point shall be equivalent to one clock hour of participation.
- B. All inservice points earned must:
  - 1. be included in the Master Plan for Staff Development, and/or;
  - 2. be a college course approved in advance, by the District Administration, in which a grade of "C" or higher was received; and,
  - 3. in both cases, must be related to the assignments within the bargaining unit. However, if an employee has interest in participating in an inservice activity which is not related to an assignment within the bargaining unit, he/she may submit form #435 to the Director of Teaching and Learning for approval.
- C. 1. Only inservice points earned on off-duty hours will be incorporated in the sixty (60) points used for the supplement.  
2. In order to receive inservice points for inservice activities other than those offered by the school district, prior approval must be granted. It is the sole responsibility of the employee to complete form #435 for this purpose.
- D. Notices of inservice programs for non-instructional personnel will include a designation for target audiences. This designation will indicate who is eligible to attend and receive points for a given workshop.  
  
Those who do not meet the criteria of the designated target audience shall not register for nor receive inservice points for the given workshop.
- E. Upon evidence of successful completion of an approved college course, the District shall assign the earned inservice points to the appropriate professional development component. College credit hours are to be equated as follows:
  - 1 semester hour = 10 points
  - 1 quarter hour = 6 2/3 points
  - 3 quarter hours = 20 points
- F. An employee may receive only one supplement at a time.
- G. **After the employee receives their first lump sum payment,** ~~if~~ the employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three [3] year period) has been received, the employee may start earning another set of sixty (60) points. ~~An employee may earn twenty (20) inservice points each year within the next four (4) year period that may be carried forward and applied to subsequent supplement sets (3 year period).~~
- Once the first check of a three check supplement set has been received, the recipient may begin earning points toward the next supplement set.
- H. Inservice points earned toward the sixty (60) hours to be used for the supplement shall be on the inservice print-out provided to the schools.
- I. Participants at each inservice/professional development session will be provided proper forms to assure crediting of appropriate points. Additionally, trainers shall be instructed in the proper use of and completion of said forms in the procedures to be followed for participants to obtain forms.

Section 3.	- Present Contract
ARTICLE XXII	- Present Contract
ARTICLE XXIII	- Present Contract
ARTICLE XXIV	- Terms of Agreement

The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, 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. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

The provisions of this Agreement should be binding upon the parties hereto and upon their successors.

The foregoing Agreement shall become effective July 1, 2019 and shall be implemented on the date it is signed by both parties, and shall continue in effect until June 30, 2021 with the exception of re-openers cited in "Negotiation Procedures and Guidelines."

The foregoing Agreement was ratified by the Seminole Educational Clerical Association, Inc. the (TBD) day of (TBD), 2019 and by the School Board of Seminole County, Florida the (TBD)day of (TBD), 2019.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the (TBD) day of (TBD), 2019.

APPENDIX A - Bargaining Unit Members

The Bargaining Unit shall include the following employees:

- Audio-Visual Center's Electronic
- Repair Employees Maintenance and
- Operations Employees
- Transportation Mechanics
- Typewriter Repair Employees
- Couriers
- Food Service Employees
- Custodians
- PC Computer Technician
- Plant Maintenance Employees
- Printers
- Security Officer
- Delivery and Receiving Clerk
- Assistant Delivery and Receiving Clerks
- Printer's Helper
- Physical Facilitator (Head Start) Bindery
- Specialist
- Lead Printer
- School Safety Guard**
- Graphic Design Production Lead Print**
- Production Assistant Lead Print**
- Production Specialist Print Solution**
- Warehouse Specialist**

\*The Bargaining Unit excludes those employees certified by PERC as confidential employees.

APPENDIX B	-	Present Contract
APPENDIX C	-	Present Contract
APPENDIX D	-	Salary Schedules

**Two (2) year agreement for contract language and compensation of 4.25%:**

- **3.00% for 2019-2020**
- **Title I Supplement of \$100 for each teacher at a Title I eligible school for 2019-2020 and 2020-2021**
- **1.25% salary increase for 2020-2021**
- **In the 2020-2021 school year the parties agree to reopen bargaining for Salaries and Compensation if the Florida Legislative increases the Base Student Allocation greater than 1.25%**
- **Salary adjustments will be retro to the beginning of the 2019-2020 school year.**

**Dining Services Salary Adjustment**

**Dining Services would like to make salary adjustments to their non-administrative positions at the campus restaurants. The primary goal is to impact the Dining Services Assistant at elementary and the assistant managers at secondary. The proposed Salary adjustment will be covered by Dining Services and not impact the general budget. Funds from Dining Services must be used for Dining Services only.**

**Propose to move all Dining Services employees two (2) steps on their respective salary schedule and make step 3 the new starting salary for each position. Cost of the adjustment will be approximately \$194,991.13.**

APPENDIX E	-	Amend Payroll Calendar to reflect the 2019-2021 school years
APPENDIX F	-	Amend Employee Calendar to reflect the 2019-2021 school years
APPENDIX G	-	Present Contract