
Representative Council Training January 2022

— In lieu and Overages Reviewed —

In Lieu - Article 19.8

19.8.a “In lieu is defined as the performance of substitute service by an employee during his/her assigned preparation period/hour.”

If there is NO LOSS OF PREP TIME it is NOT an in lieu.

1. In lieu shall first be solicited on a voluntary basis. This is a **voluntary** in lieu
2. If there are no volunteers, unit members may be **assigned** to in lieu on an equitable basis. This is an **involuntary** in lieu.

Article 19.8.b.4 and 19.1.e

19.8.b.4 - "In lieu service may be assigned to unit members **only in case of emergency** or for Extended Day Activities..."

19.1.e - "For the purpose of this article, an **emergency** is an unplanned, unexpected event demanding action on the school day on which it occurs."

It is not an unplanned or unexpected event if a substitute is not available to cover a class unless the absence occurred shortly before or during the school days for which the sub was required.

Per past practice a secondary period is considered an hour. A secondary block period is considered two hours. An elementary prep time is considered an hour however *there is no contract language* to support this interpretation.

Criteria for involuntary in lieu

If an unit member is assigned an **involuntary** in lieu:

- It must be an emergency situation as defined in Article 19.1.e
- Volunteers were asked to perform the in lieu and no volunteers were available
- The **involuntary** in lieu was assigned on an equitable basis of other **involuntary** in lieu assignments

Limit to involuntary in lieu

“However, after a unit member has worked ten (10) periods/hours of in lieu service in a school year, he/she shall not be assigned further in-lieu service that year.”

Assigned in lieu is involuntary in lieu.

1. Involuntary in lieu can occur during the first 10 periods/hours of in lieu service and may or may not be grievable (Was it an emergency? Were volunteers sought? Was it assigned equitably?).
2. After 10 periods/hours of in lieu service, all assigned/involuntary in lieu are grievable. Only voluntary in lieu are allowed by our contract language after 10 periods/hours of in lieu service.

Comply then grieve

If any of the criteria were not met, the [involuntary](#) in lieu is a violation of our contract. The member **is advised to COMPLY** with the directive to perform the in lieu AND notify the Site Rep of the potential contract violation.

If an [involuntary](#) in lieu is assigned after 10 periods/hours of in lieu service has been completed it is a violation of our contract. The member **is advised to COMPLY** with the directive to perform the in lieu AND notify the Site Representative of the contract violation.

What to do if you are assigned an involuntary in lieu

In order to move forward with a grievance, please send the following email to the site administrator who assigned you the [involuntary](#) in lieu.

This email confirms you directed me to perform involuntary in lieu services on _____ for _____. As a reminder, per the contract, an involuntary in lieu shall only be assigned when it is an emergency per Article 19.1.e, all efforts to find a volunteer were exhausted, and the involuntary in lieu was assigned equitably.* I will comply/have complied with your directive and will notify/have notified my union.

****If appropriate add "I have already completed 10 periods/hours of in lieu service this school year."***

Cc the email to your site representative

Hot off the Press - Elementary In Lieu MOU

When a unit member at an elementary model school is not provided their scheduled prep time, this missed prep time will be considered an in-lieu.

These shall be included in the maximum ten assigned in-lieus per year.

After 10 in lieus unit members at elementary model school sites shall have the following choices when schedule prep time is not provided:

1. Receive per diem rate for missed prep time
2. Chose to have their prep time made up within 10 work days. If this is chosen by the member, at least one work day in advance of the reschedule prep time will be given.

These options may be applied to missed prep time retroactive to August 18, 2021 who have not been made whole.

Missed prep time will not be adjunct duty

Questions on in lieu



Overages - two ways

Overages occur when class size maximums found in Article 21 - Class size - are exceeded. In other words, when the total number of students names on your class attendance roster exceeds the maximum number.

Overages occur when students not normally assigned to you (listed on your attendance roster) are placed in your class for instruction. Class size maximums are not a factor in this use of the term overage.

Regardless of definition, overages are paid \$20 per student per day.

Yes, it would have been a good idea to use different terms!

Overages - Exceeding Class Size Maximums

As a reminder, current general education contract language is:

TK/K = 28

Grades 1 - 3 = 30

Grades 4 - 8 (elementary model) = 32

Combination classes are two students
fewer than the lower class size max

Specialists = 32 + up to 8 self contained

Secondary model 6 - 12 = 40 (except PE/Music)

PE Grades 6 - 9 = 45

Grades 10 - 12 = 50

Secondary music = 34 (excluding band/choir)

Daily contact maximums also apply in elementary and secondary models.

Overages occur when these amounts are exceeded on attendance rosters - and there is a form to report these overages for payment.

Overages - students not on attendance roster

Students involuntarily placed into a class by administration are overages regardless of class size maximums. This is most often occurs in elementary model schools.

Students voluntarily taken into a class (for example “buddy time outs”) are not overages.

There is no specific language on the amount of time a student must be in a class for an overage to occur. FSUTA has successfully argued anything greater than 15 minutes constitutes an overage.

For example a 4th grade class has 26 students and 5 students are involuntarily placed in the class. The total number of students (31) is below the class size maximum but an overage of 5 students has occurred. The teacher is paid $\$20 \times 5 = \100 .

Overages occur when students not normally on the attendance roster are placed in a class - and there is NO special form to report these overages for payment. These overages are reported on a Certificated Time Sheet with a dated list of students attached.

Overages limit

There is no language allowing a member to refuse to take overage students.

There is no language about the equitable distribution of overage students.

We have Workstations language - Article 21.7

“The number of students enrolled in each class shall not exceed by more than five (5) the number of workstations in that class. The number of workstations in a class is exceeded if:

- a) The number of students exceeds the number of desks; or
- b) There is insufficient space or equipment to perform normal classroom activities.

If you believe there is a workstation or safety issue, COMPLY then grieve.

Questions on overages

