

**CLASSIFIED
BARGAINING UNIT
COLLECTIVE BARGAINING
AGREEMENT**

between the

**SARASOTA
CLASSIFIED/TEACHERS
ASSOCIATION**

and the

*1,600
employees*

**SCHOOL BOARD
of
SARASOTA COUNTY, FLORIDA**



July 1, 2000 - June 30, 2003



10/16/21

3/29/01

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1 **ARTICLE I - RECOGNITION**

2
3 A. The School Board of Sarasota County (Board), Florida, recognizes the Sarasota Classified/Teachers Association (Union) as the exclusive collective bargaining representative of the appointed employees in the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RC-78-021, Certification No. 468, and described herein:

4
5
6 Included: All regular full and part time (including summer school employees), appointed, non-instructional, classified employees whose job titles are not listed in Appendix F of this Agreement.

7
8
9
10 Excluded: All supervisory, managerial and confidential employees whose job titles are listed, respectively, in Appendix F of this Agreement, and all temporary non-appointed, casual, and instructional and JTPA employees, and all other employees employed by the Board.

11
12
13
14 B. The Union recognizes that the Superintendent is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Sections A and B of this Article.

15
16
17
18
19 **ARTICLE II - DEFINITIONS**

20
21 ADDRESS The address of an employee provided by him/her to the Board.

22
23 ADMINISTRATOR An employee of the Board, not in the Union bargaining unit, who is assigned administrative or supervisory responsibilities and is so defined.

24
25
26 BOARD/EMPLOYER The School Board of Sarasota County, Florida, or its designee.

27
28 CAFETERIA PLAN A Board-provided, negotiated benefit plan that includes multiple options for the employee.

29
30
31 CAP Career Advancement Program.

32
33 COST CENTER Each individual work site for which the Sarasota County School Board is responsible.

34
35
36 DAY A duty day of an employee of the Board, unless otherwise indicated in the Agreement.

37
38
39 DEPARTMENT The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food and Nutrition Services, Aides, Construction, Materials Management, Finance, and Technology and Information Services.

40
41
42
43
44
45 DOE Florida State Department of Education.

46
47
48 EMPLOYEE A member of the bargaining unit as defined in Article I, unless otherwise indicated.

49
50
51 FULL TIME EMPLOYEE An employee who is regularly scheduled to work 20 or more hours per week.

52
53
54 LEAD PERSON An employee who is not a supervisor or an administrator, but who has the responsibility to direct the employees and work of a shop.

1	NORTH COUNTY	Any school or work site located north of North Creek.
2		
3	PDC	The Professional Development Center of Sarasota County.
4		
5	PARTIES	Includes both the School Board of Sarasota County, Florida, and Union (Sarasota Classified/Teachers Association, SC/TA).
6		
7		
8	PERC	The Florida Public Employees Relations Commission.
9		
10	REGULAR PART TIME	
11	EMPLOYEE	An employee who is regularly scheduled to work fewer than 20 hours per week.
12		
13		
14	REGULAR WORK WEEK	The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996 shall not be required to work a normal work week other than Monday through Friday.
15		
16		
17		
18		
19		
20	SCHOOL CALENDAR	The School Calendar as adopted by the Board. The Board will designate nine unpaid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.
21		
22		
23		
24		
25		
26		
27	SALARY CLASSIFICATION	A common grouping of salaries as found in Appendix A of this Agreement (specifically, Office Staff, Para/Aides, MIS, Custodial, Maintenance, Food Service, Transportation, and Specialist).
28		
29		
30		
31		
32	SALARY LANE	A specific salary lane as found within Appendix A of this Agreement (e.g., A1, A2, A3, etc.)
33		
34		
35	SALARY PLACEMENT	A particular lane and step on a given salary division.
36		
37	SENIORITY	Time since effective date of hire in the classified bargaining unit. A classified employee who transferred to the instructional bargaining unit and then returned to the classified bargaining unit will retain prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred. Tie breakers in seniority are defined in Article XV (Reduction In Force) of this Agreement.
38		
39		
40		
41		
42		
43		
44		
45	SHOP	A group of two or more employees who perform the same or substantially similar majority job functions and are paid on the Maintenance salary classification.
46		
47		
48		
49	SOUTH COUNTY	Any school or work site located south of North Creek.
50		
51	SUPERINTENDENT	The Superintendent of Schools or his/her designee.
52		
53	UNION	The Sarasota Classified/Teachers Association.
54		
55	VIP	Voluntary Incentive Program.
56		

1 WORK YEAR

The work year for employees covered under this contract will be 12 months unless otherwise stated in this Agreement.

2
3
4
5 **ARTICLE III - SCOPE OF BARGAINING**

6
7 A. Scope

8
9 The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

10
11
12 B. Procedures

13
14 The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employee or the employees.

15
16
17
18 C. Agreement

19
20 1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the employees and approved by the Board at a regularly scheduled meeting.

21
22
23
24 2. This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

25
26
27
28 3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement.

29
30
31
32
33 4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

34
35
36
37 5. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements shall contain a clause providing that after execution of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.

38
39
40
41
42 6. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent during work hours by employees on behalf of themselves or the Union shall be without loss of salary and fringe benefits. However, they or the Union shall reimburse the school system for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students.

43
44
45
46
47
48 D. Resolution of Impasse

49
50 1. Mediation

51
52 In the event that an impasse is reached by the parties during the course of negotiations, either party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dis-

1 pute, either party may request a mediator from PERC. The mediation stage may not be waived except by
2 consent of both the Board and the Union.

3 In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not
4 reached, the impasse shall go to a Special Master.

5
6 2. Special Master

7
8 Use of a Special Master shall be in accordance with applicable law.

9
10 3. Authorized Committee

11
12 If the Union or the School Board rejects in whole or in part the recommended decision of the Special
13 Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly
14 authorized committee of three neutral parties to hear the parties' positions and resolve the disputed issues.
15 The three neutral parties shall be selected from a list supplied and consistent with the procedures of the
16 FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the
17 Board and the Union for final ratification.

18
19
20 **ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

21
22 A. Employer Information

23
24 1. The Board agrees to furnish to the Union, in response to reasonable request, all available information
25 concerning the financial resources of the district, including but not limited to annual financial reports and
26 audits, register of certified personnel, tentative budgetary requirements and allocations (including county
27 allocations, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and
28 membership data, names and addresses of all employees, salaries paid thereto and educational back-
29 ground, and such other information as will assist the Union in developing and proposing intelligent, accu-
30 rate, informed, and constructive programs on behalf of the teachers and their students together with in-
31 formation which may be necessary for the Union to process any grievance or complaint. If production of
32 copies is required to provide such information, the Union will bear all reasonable expenses.

33
34 2. All School Board Rules adopted by the Board shall be distributed to all Rule book holders within 30 days
35 of adoption.

36
37 B. Payroll Deduction

38
39 1. A member of the bargaining unit, and only such a member, may present written authorization to the
40 Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effec-
41 tive until the earlier of the two occurrences:

42
43 a. Loss of certification by the Union as the bargaining agent for the employees covered by this con-
44 tract.

45
46 b. 30 days after written notice of revocation of said authorization by the employee to the Board and the
47 Union.

48
49 2. The Union shall pay to the Board a fee of \$250.00 per year for payroll deduction for Union members. The
50 Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable
51 delays.

52
53 3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within
54 15 days whenever possible, the provision for half-time deduction at the earliest opportunity, and the pro-
55 vision to take TIGER deductions from the two May paychecks. The Union, its officers, agents, and mem-
56 bers will hold the Board and its agents harmless for the cost and results of any action which may be

1 brought by any of its members, groups of members, or agencies of law with respect to the use of disposi-
2 tion of said funds after they have been transmitted to the Union.
3

- 4 4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments
5 levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.
6

7 C. Union Meetings and Activities
8

- 9 1. Whenever possible, the Senior Representative or designee shall not be assigned additional duties so as to
10 carry out those responsibilities associated with enforcing this Agreement.
11
12 2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release
13 time not to exceed five days with pay for contract negotiations.
14
15 3. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve re-
16 lease time for all bargaining unit members to be provided a contract briefing while they are in a duty
17 status. This will normally be accomplished during the first week of school when students are not in atten-
18 dance or at another mutually agreeable date and time scheduled.
19
20 4. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour no-
21 tification to the principal/supervisor by the Union representative.
22

23 D. Union Activities at Work Locations
24

- 25 1. Union representatives shall have access to any cost center for the purpose of enforcing this Agreement
26 consistent with applicable statutes.
27
28 2. The Union shall have access to internal mail distribution within buildings as provided by the principal or
29 director of the respective cost center. Public address systems and other means of communication which
30 are available within the cost center may be utilized by the Union for purposes of announcements provided
31 that all announcements are first reviewed by the appropriate administrator.
32

33 E. Inter-School Mail
34

35 Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the
36 right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes,
37 books, or other bulky material. The Union will compensate the Board at a rate of \$500 per year for the cost of
38 providing this service.
39

40 F. Time for Union Representatives
41

- 42 1. The SC/TA will be allocated a total of 100 days per semester of Board-paid released time for either in-
43 structional or classified bargaining unit members. The SC/TA may allocate these days at their discretion.
44

45 Should the SC/TA exceed the 100 days, they will reimburse the Board for all additional days at the ap-
46 propriate substitute's rate of pay. These days may be used at the SC/TA's discretion.
47

48 Management may not deny the use of these days except for good cause.
49

50 G. BBS and Computer Access
51

- 52 1. The Employer shall provide access to the Board's BBS to the Union as a means of communications with
53 the employees.
54
55 2. The Employer agrees to provide access to a computer and the BBS for the senior Union representative at
56 each work site.

1 H. Bulletin Boards

2
3 The Employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and em-
4 ployee cafeterias for the purpose of posting Union information.
5

6 I. New Employee Orientation

7
8 The Union and the Board shall conduct new employee orientation programs at mutually agreeable times.
9

10 J. Information from the Board

11
12 1. The Board shall provide on a regular basis to the Union lists of vacancies and additions from the bar-
13 gaining unit including Board minutes.
14

15 2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.
16

17 K. Parking

18
19 Under normal circumstances, employee parking shall take precedence over student parking and shall be in an
20 area as close to the school entrance as possible.
21

22 L. Right to Representation

23
24 1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or
25 other management official unless the employee is advised that such a meeting is for the purpose of dis-
26 cussing discipline or potential discipline, and the employee is allowed Union representation if s/he so de-
27 sires. If a request for representation is made, it shall be honored.
28

29 2. The Union has the right to be present at any meeting of the employer and employee if that meeting is for
30 the purpose of discussing employee competency.
31

32 3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable
33 statutes.
34

35 4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least 24 hours in ad-
36 vance of said meeting except in cases of emergency, and no meeting shall be held unless the time and
37 date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a
38 real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter
39 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24
40 hours after the knowledge of the parties of such incident.
41

42 M. Exclusivity Clause

43
44 Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meet-
45 ings, distribute Union literature, and have access to the public address system, school grounds, and buildings
46 for Union purposes.
47

48 N. Subcontracting

49
50 Work normally performed by bargaining unit members will not be subcontracted except under the following
51 conditions:
52

- 53 1. work load peaks (not to exceed 60 days duration),
- 54 2. the custodial and grounds maintenance of non-school facilities,
- 55
- 56

- 1 3. central office administrative support services (i.e., those positions listed in the 7000 cost function
2 which are not allocated to a school based work site or Facilities Services),
3
- 4 4. those types of services that have been subcontracted by the Board in the past, and/or
5
- 6 5. other exemptions agreed to by the parties.
7

8 There will be no layoff of existing employees or reduction in the pay grade of individual employees due to the
9 implementation of these procedures.
10

11 O. Committee Appointments
12

13 When the Board or Administration establishes district-wide committees requiring the participation of classified
14 bargaining unit members, such members shall be chosen by the Union.
15

16 P. Limitation on Use of Substitutes
17

18 Other than filling in for an employee on approved leave and in the absence of a hiring freeze, long-term sub-
19 stitutes shall not be used in lieu of full time appointed employees. Vacancies of 60 working days or more in
20 bargaining unit positions shall be posted and filled in accordance with this Agreement.
21
22

23 **ARTICLE V - EMPLOYEE RIGHTS**
24

- 25 A. Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and
26 without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and
27 each employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the
28 Union extends to participation in the management of the Union and acting for the Union in the capacity of
29 Union representative, including presentation of its view to officials of the Governor, the Legislature, or other
30 appropriate authority. The Employer shall take the action required to assure that employees in the bargaining
31 unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimina-
32 tion is practiced by the Employer to encourage or discourage membership in the Union.
33
- 34 B. Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action,
35 unless such conduct impairs his/her effectiveness as an employee. Moreover, the Employer recognizes the right
36 of a duly recognized Union representative to express the views of the Union provided they are identified as
37 Union views.
38
- 39 C. No employee shall have disciplinary action taken against him/her because of debt complaint, and the Employer
40 shall not assist the creditor in collecting the debt, unless required by applicable State and/or Federal Statutes.
41
- 42 D. Employee participation in charitable drives and activities is voluntary. Solicitations may be made, but no pres-
43 sure shall be brought to bear to require such participation.
44
- 45 E. All School Board Rules and policies shall be uniformly administered throughout the bargaining unit.
46
- 47 F. Employees shall not be subjected to personnel practices which are prohibited or in conflict with School Board
48 Rules or policies.
49
- 50 G. Probationary Period
51
 - 52 1. All employees shall serve a six month probationary period before becoming regular employees. During
53 the probationary period, employees may be terminated with or without cause.
54
 - 55 2. Probationary employees who are recommended for termination will not have rights of appeal nor may
56 they require any written explanation.

1 3. Probationary employees shall have the right to file grievances in accordance with this agreement except
2 in those instances prohibited by statute or in Section 2 above.
3

4 H. Post-School Day Meetings
5

6 1. Employees shall not be required to attend any meetings after the normal work day other than normally
7 scheduled faculty meetings, in which the principal requires their attendance. These occasions shall not
8 exceed three times per year.
9

10 2. Employees shall not be required to participate in any activities beyond the normal workday other than on
11 a voluntary basis if not in conflict with the Fair Labor Standards Act.
12

13 I. Student Transport
14

15 Employees shall not transport students except in accordance with School Board Rules.
16

17 J. Public Discipline
18

19 Except in emergency circumstances administrators shall not discipline employees in the presence of students,
20 parents, other faculty, or staff members.
21

22 K.
23

24 1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida
25 Statutes, Chapter 231.291. Any employee who is recommended for suspension or termination during the
26 period of contract shall be afforded due process in accordance with State Statutes.
27

28 2. If a suspension or termination is deemed necessary because of threat of harm or for the employee's own
29 safety or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as
30 the grievance and arbitration process has been completed and a final decision has been rendered. The
31 Board reserves the right to temporarily reassign employees from their current assignment during the pen-
32 dency of the grievance and arbitration process.
33

34 L. All employees who participate, at their own cost and primarily on their own time, in the production of tapes,
35 publications, or other produced educational material, shall retain residual rights should they be copyrighted or
36 sold by the Board.
37

38 M. Employees with elementary school-aged children will be considered to be in a hardship position and will there-
39 fore be eligible for an automatic supervision hardship reassignment of their children to their parent's elemen-
40 tary school work site.
41

42 N. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law
43 enforcement officials. In such cases, the Board will bear the cost of all such testing. (This does not include the
44 fingerprinting of new employees.)
45

46
47 **ARTICLE VI - MANAGEMENT RIGHTS**
48

49 A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole dis-
50 cretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with
51 federal and state laws on all of the following matters:
52

53 1. to manage the school system and to exercise sole, exclusive control and discretion over the organization
54 of the Board and of the Sarasota County School System and the operations thereof.
55

- 1 2. to determine the purpose and functions of the Board and its constituent agencies, divisions and depart-
2 ments.
- 3
- 4 3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regula-
5 tions of the State Board of Education and by State Law.
- 6
- 7 4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed neces-
8 sary for the efficient operation and general improvement of the Board's school system and to subcontract
9 such operations and services to the extent deemed practical and feasible to the Board.
- 10
- 11 5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota
12 County School System and to subcontract such operations and services to the extent deemed practical and
13 feasible to the Board.
- 14
- 15 6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Edu-
16 cation for all schools.
- 17
- 18 7. to determine and re-determine job content.
- 19
- 20 8. to decide the number, location, design, and maintenance of its schools, departments and facilities, sup-
21 plies and equipment.
- 22
- 23 9. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, pro-
24 mote, demote, and direct all employees of the Board consistent with this Agreement.
- 25
- 26 10. to discharge and suspend any employees of the Board and to take other disciplinary action against such
27 employees for cause and to relieve such employees from duty because of lack of work or for other legiti-
28 mate reasons.
- 29
- 30 11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the ex-
31 press provisions of this Agreement or applicable law, as it may from time to time deem best for the pur-
32 pose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given
33 the Union and the employees. Compliance therewith by the employee shall thereafter be required unless
34 and until rescinded or amended by the Board.
- 35
- 36 12. to exercise other rights to manage the school system and the educational processes which are not recited
37 in or expressly limited by this Agreement.
- 38
- 39 B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are
40 retained and may be exercised without prior notice to or consultation with the Union except as expressly
41 abridged, limited, or modified by the written terms of this Agreement.
- 42
- 43 C. The Board has the sole, exclusive right to direct the managerial, supervisory, administrative personnel, and any
44 other person not covered by this Agreement to perform any task in connection with the operation of the school
45 system, whether or not performed by the employees within the bargaining unit.
- 46
- 47 D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon
48 and vested in it by laws and constitution of the State of Florida.
- 49
- 50 E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or
51 potential danger to an entire school center, s/he may so notify the Union and permit the Union to meet with the
52 Administration to discuss the problem.
- 53
- 54 F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any clas-
55 sified employee to submit to a physical or psychiatric examination or test to determine that employee's fitness
56 for employment. The cost of such examination or tests required by the Board shall be paid by the Board. The

1 employee reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected
2 by the Board to conduct such tests. The employee may submit other written results of examinations or tests
3 administered by a physician, psychologist, or psychiatrist of the employee's choice and performed at the em-
4 ployee's expense within 21 days after receiving notice from the Board that such exam or testing is required,
5 and the results of such examination or test shall be considered along with the results of required examinations
6 or tests. A determination resulting from any such examination or test that the employee is not fit to perform all
7 of the material duties of his/her position shall be considered one of the grounds constituting just cause for the
8 termination of that employee's employment. If the Board requires any employee to submit to any such exami-
9 nation or testing, the requirement must be presented to the employee in writing, and the written requirements
10 shall state the reason that the examination or test is being required. The failure or refusal of any employee to
11 submit to justifiable Board requests for testing may be considered one of the grounds constituting just cause for
12 the termination of employment. Any and all examinations conducted as a result of this Section shall be confi-
13 dential in nature and shall not be released except on those occasions as required by Florida Statute.
14
15

16 **ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT**

- 17
- 18 A. The parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and
19 conditions of employment have been altered or changed within the confines of this Agreement.
20
 - 21 B. The appropriate administrator shall consult with the cost center Senior Representative prior to implementation
22 of any change in terms and conditions of employment.
23

24 **ARTICLE VIII - FAIR PRACTICES**

- 25
- 26
 - 27 A. There shall be no discrimination against employees because of race, creed, color, age, sex, handicap, marital
28 status, national origin, religious and political belief or activity, or religious activities outside the school day and
29 school premises.
30
 - 31 B. Neither the Board nor the Union shall discriminate against employees because of membership in the Union.
32
 - 33 C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by
34 the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes,
35 and DOE policies and regulations.
36
 - 37 D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes
38 on nondiscrimination on the basis of religion, race, national origin, color, sex, or handicap.
39

40 **ARTICLE IX - SALARIES**

- 41
- 42
 - 43 A. Salary Schedules
44

45 The salary schedules for employees are set forth in Appendix A of this Agreement. All salaries paid by the
46 Board are in full compensation for all duties assigned to employees unless additional compensation is ex-
47 pressly provided therefore by the Board.
48

- 49 B. The 2000-2001 school year salary agreement is as follows:
50
 - 51 1. Effective July 1, 2000, all employees will receive an across-the-board increase of 2% for the 2000-2001
52 school year. This increase will be added to the respective salary schedules.
53
 - 54 2. All employees are guaranteed an increase in their normal rate of pay of no less than 4.5% (four and one-
55 half per cent) over their normal rate of pay for the 1999-2000 school year. This retroactive payment ap-
56 plies to all employees employed as of November 1, 2000. The 4.5% guaranteed payment is to be consid-

1 ered normal salary for Florida retirement purposes. The payment of the retroactive adjustment to insure
2 all employees receive an increase of 4.5% will be made in one payment. This provision does not apply to
3 employees hired after July 1, 2000. Salary increments (i.e., steps) and increases in longevity bonuses will
4 apply towards this calculation, movement from one salary lane to another will not apply. Normal pay is
5 defined as the employee's current lane and step for his/her normal work year. Extra duty days, longevity
6 payments, summer school, overtime pay and supplements are not considered part of an employee's nor-
7 mal pay. This retroactive adjustment will be paid in December of 2000.

- 8
9 3. Employees whose salary levels are frozen will receive a cash bonus of 2.5%. These employees are not
10 eligible to receive the across-the-board increase.

11
12 C. Longevity Schedules

13
14 The longevity schedules contained herein (Appendix A) will appear on the salary schedules. Those payments
15 will apply toward retirement credit with the Florida Retirement System.

16
17 D. Method of Payment

- 18
19 1. Each employee will be paid semi-monthly on the 15th and last working day of each month (with the ex-
20 ception of the last paycheck for ten month employees, which will be received on June 15 or the last
21 workday prior to June 15, should June 15 fall on a weekend).
22
23 2. When a payday falls on or during a school holiday, vacation, or weekend (which is stipulated on the
24 adopted calendar) employees shall receive their paychecks on the last previous working day.

25
26 E. Payroll Errors

- 27
28 1. Under normal circumstances, necessary corrections of payroll checks shall be made within five days of
29 notification.

30
31 F. Temporary Assignments

- 32
33 1. Classified employees assigned to temporary positions shall be paid at a rate commensurate with that po-
34 sition or their normal pay rate, whichever is higher.

35
36 G. In-service Training Points

- 37
38 1. Employees participating in approved in-service activities will be compensated at their normal hourly rate
39 of pay for all such in-service activities.
40
41 2. Salary increments for in-service credits earned prior to September 30, 1981, will be "grandfathered" and
42 paid annually. For each salary increment (30 clock hours) earned prior to September 30, 1981, payments
43 will be made as follows: a) Office Staff Personnel - \$5.00 per month; b) Teacher Aide Personnel - \$0.25
44 per day; c) Classified Specialists - \$5.00 per month; d) Food Service Personnel - \$4.50 per month; e)
45 Transportation Personnel - \$4.50 per month.

46
47 H. Night Differential

48
49 Night differentials will be paid in accordance with the following:

- 50
51 1. Second Shift (beginning on or after 12 o'clock noon) - additional 5%.
52
53 2. Third Shift (beginning on or after 10 o'clock pm) - additional 10%.
54

- 1 I. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed
2 service, in this unit, equal to one-half of their work year. Partial years may not be combined to achieve a full
3 year of service.
4
- 5 J. Salary Placement Following Transfer to Another Salary Classification
6
- 7 1. Except as provided in paragraph 2 below, when an employee moves from one salary classification to another, s/he will be placed on his/her new salary lane in such a manner that places the employee one step
8 above his/her former hourly wage. Should this not qualify an employee for a higher step placement than
9 s/he would have received had s/he been hired directly into that position, the employee will be placed into
10 that step determined by Section L(1) below. However, when an employee moves from one salary lane to
11 another within the same salary classification, s/he will move laterally, retaining his/her former step
12 placement on the new lane.
13
14
- 15 2. An employee who returns to his/her former salary classification, following a transfer to a different classification, will be placed on the step in that former classification which the employee would be on had s/he continued in that classification without the transfer.
16
17
18
- 19 K. No employee's salary level will be decreased due to a reclassification of his/her position. Any such employee
20 will move to his/her new salary lane and step but will have his/her salary level frozen at the present dollar
21 value of his/her base rate of pay until such time as the dollar value of his/her new salary level equals or surpasses his/her frozen value. At that point the employee will no longer continue to have his/her salary level frozen. Employees who are having their salary levels frozen will receive all applicable longevity and negotiated bonus payments but will not receive any negotiated "across-the-board" increases or step increments.
22
23
24
25
- 26 L. Rules for Salary Placement
27
- 28 1. For purposes of determining initial placement on the appropriate salary schedule for new employees, one
29 step will be granted, up to a maximum of three steps for each two full years of related experience. The
30 employee's initial step placement will then be one step above that determined herein.
31
- 32 2. If an employee employed by the Board resigns his/her position and subsequently is reemployed by the
33 Board, s/he will be given salary credit for his/her prior service up to a maximum of Step 6 on his/her
34 respective salary lane. Each rehired employee will receive one year's credit for each year of prior related
35 experience with the School Board of Sarasota County. In no event will a returning employee be placed on
36 a higher step than that on which s/he was last placed. Prior service time will apply to the determining of
37 the appropriate longevity bonus. (However, no additional employees will be placed into the 11-15 year
38 longevity grouping.)
39
- 40 3. When an employee who had not previously been a member of the classified bargaining unit moves from
41 an instructional position to a classified position s/he will be placed on his/her new salary schedule in such
42 a fashion as to minimize his/her salary injury. If an employee had been a previous member of the classified
43 bargaining unit and has remained in continuous employment with the Board, s/he will be placed on
44 his/her new salary schedule as if s/he had remained in continuous employment in the classified bargaining
45 unit.
46
47

48 ARTICLE X - WORKDAY 49

- 50 A. The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through
51 Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996, shall not be
52 required to work a normal work week other than Monday through Friday.
53
- 54 B. The normal workday and workweek (excluding lunch) shall for full time employees, as defined in this Agreement,
55 be as follows:
56

	Per Day	Per Week
1 Management Information Services	7.5	37.5
2 Office Staff Personnel	7.5	37.5
3 Food Service Assistant II	7.5	37.5
4 Food Service Manager	8.0	40.0
5 Custodial Personnel	8.0	40.0
6 Maintenance Personnel	8.0	40.0
7 Paraprofessionals and Teacher Aides	7.0	35.0
8 Transportation Personnel	4.0(Min)	20.0(Min)
9 Transportation Maintenance Personnel	8.0	40.0
10 Classified Specialists	7.5	37.5

- 11
12
13 C. All employees working four hours or more will receive a 15 minute break. Those employees working seven
14 hours or more per day will receive two 15 minute breaks.
15
16 D. No employee shall be required to work through his/her lunch period.
17
18 E. Classified employees shall be paid at the rate of one and one-half times their regular hourly rate for hours
19 worked in excess of 40 hours a week. Hours worked on a designated paid holiday shall be paid at one and one-
20 half times the regular hourly rate in addition to the employees regular pay. Overtime work will be distributed
21 among qualified employees in the same classification within the cost center on an equitable basis by rotating
22 such work through the appropriate seniority list. This does not preclude the administration from selecting a
23 specific employee to perform tasks which require that employee's special expertise.
24

25 In maintenance and custodian cost centers where more than one employee is eligible to earn overtime, the fol-
26 lowing rules shall apply:
27

- 28 1. A seniority list shall be posted on July 1 each year with all OT hours returning to zero.
29
30 2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list)
31 in the following manner:
32
33 a. Any overtime hours offered and refused shall be charged to the refusing employee.
34
35 b. Custodial overtime will be offered to those employees on the overtime list at their respective cost
36 center. If all eligible custodial employees refuse the available overtime or the number of employees
37 needed for the overtime cannot be filled, the overtime will be filled from other locations at the dis-
38 cretion of the manager in charge.
39
40 c. Overtime not requiring specific work skills may be offered to school employees outside the cost
41 center or department if all the eligible employees within the department or cost center have refused
42 it.
43
44 d. Any deviation from rotating seniority shall be limited to:
45
46 (1). employee eligible for the overtime does not possess the skills necessary,
47
48 (2). an emergency exists requiring immediate action, or
49
50 (3). holdover overtime to complete an assignment begun during an employee's regular shift.
51
52 e. Pre-arranged overtime requiring more than one regular shift shall be divided between two or more
53 eligible employees.
54

- 1 3. Following the first cycle through the seniority list deviation from rotating seniority will be made when
2 necessary for equalizing the overtime earned (i.e., person with the least earned overtime will be offered
3 overtime).
4
- 5 4. New hires will be assigned the same number of overtime hours as the employee with the highest number.
6
- 7 F. When the administration requires overtime work, an employee will be paid at the rate of one and one-half
8 times his/her regular hourly rate for all hours worked in excess of 40 hours in a week. They will also be paid at
9 the rate of one and one-half times their hourly rate for all hours worked in excess of eight hours in a given
10 work day (or over ten in the four-day work week). Employees who have had unpaid or unauthorized leave shall
11 not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours
12 worked exceed 40 hours. Employees who work additional hours beyond their normal work week at regular part
13 time employment within the school system (i.e. late afternoon and evening programs) shall be exempt from
14 this provision.
15
- 16 G. When the administration requires an employee to return to work on other than his/her regularly assigned shift,
17 the employee shall receive a minimum of two hours pay at time and one-half his/her regular hourly rate.
18
- 19 H. Employees shall be given 30 days notice in writing of any shift adjustments except as otherwise provided in
20 this Agreement and in cases of emergencies. The needs of the employee shall be accommodated whenever possible.
21
22
- 23 I. In no instance shall compensatory time be utilized in lieu of payment for services.
24
- 25 J. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.
26
- 27 K. Overtime work will be distributed among qualified employees in the same classification within the cost center
28 on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the
29 administration from selecting a specific employee to perform tasks which require that employee's special expertise.
30
31

32 ARTICLE XI - CLASSIFICATION WORKING CONDITIONS COMMITTEE

34 A. Organization

35 The working conditions committees shall be organized to meet with the appropriate administrators at mutually
36 agreeable times. Meetings shall be held at mutually agreeable times and locations and a written agenda shall be
37 provided prior to any scheduled meeting. Released time will be provided as needed. Working conditions committee
38 members shall be selected by the Union.
39
40

41 B. Powers and Responsibilities

42 The committee shall advise the appropriate administrators of policies and regulations which are of mutual concern
43 to the well being and safety of the employee. The committee will not have the authority to alter any of the
44 provisions specified in this Agreement.
45
46
47
48

49 ARTICLE XII - PERFORMANCE EVALUATION

50 A. Staff Evaluation Procedure

- 51 1. Each employee shall be evaluated by the Cost Center Head or his/her administrative designee when
52 deemed necessary, but no less than once every three years.
53
54
55

- 1 2. All evaluations shall be in written form utilizing the format adopted by the School Board (Form Adm. 10)
- 2 or other format which has been mutually agreed upon by the parties.
- 3
- 4 3. Signing of Evaluation: The employee may sign and date the written evaluation indicating that s/he has
- 5 read the written evaluation and has had the opportunity of making comment on the evaluation. The em-
- 6 ployee may request that additional comment pages be added to the evaluation if s/he so desires. If the
- 7 employee declines to sign a completed evaluation form s/he shall, within ten working days, provide a
- 8 signed statement either stating his/her intent to grieve or present a rebuttal to be attached to the evalua-
- 9 tion. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

10
11 B. The evaluator shall make one of the following recommendations on each evaluation:

- 12 1. The person be continued in his/her position of employment.
- 13
- 14 2. The person be continued in his/her position of employment but be given additional training in specified
- 15 areas.
- 16
- 17
- 18 3. That the person be placed on a NEAT process which if not completed successfully, could lead to a possi-
- 19 ble termination of his/her employment.
- 20

21 C. NEAT Process

- 22
- 23 1. If a NEAT process is recommended by the evaluator, the evaluator and the employee must meet within
- 24 20 working days of the time that the evaluation was presented to the employee in order to begin imple-
- 25 mentation of the process. At the first meeting, the evaluator must specifically outline areas of unsatisfac-
- 26 tory performance and present what improvements would be necessary for the performance to be consid-
- 27 ered satisfactory. The evaluator must also recommend prescriptions for improvement in the specific areas
- 28 of concern. The employee has the right to have Union representation at all meetings during the NEAT
- 29 process.
- 30
- 31 2. Within 20 working days of the first meeting of the NEAT process, a written plan of improvement must be
- 32 presented by the evaluator to the employee. The plan must define specific persons, procedures, activities,
- 33 or training which will assist the employee in achieving success. If a plan of improvement is not agreed
- 34 upon by the parties within ten days after presentation, the evaluator's plan may be implemented.
- 35
- 36 3. The plan evaluation period will last for at least 180 days. The plan will outline specific meeting times for
- 37 the evaluator and the employee to share feedback on the progress of the plan. Mandatory meetings will be
- 38 held on days 30, 60, and 120 of the evaluation period.
- 39
- 40 4. Within ten days of the conclusion of the 180 day evaluation period, the evaluator will undertake another
- 41 complete evaluation. If the employee has not achieved the goals of the improvement plan, s/he may be
- 42 recommended for termination. The result of the evaluation will be presented to the employee at the final
- 43 evaluation meeting.
- 44
- 45

46 **ARTICLE XIII- PROFESSIONAL DEVELOPMENT CENTER**

47
48 The Board will continue to promote appropriate educational programs through the Professional Development Center
49 for purposes of maintaining and improving the skills of classified employees.

1 **ARTICLE XIV.- TRANSFERS/PROMOTIONS**

2
3 A. Postings

4
5 1. Custodian and Food Service Divisions

- 6
7 a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies that have occurred since the previous bid meeting. Senior head custodian, head custodian, lead man, food service assistant manager and manager positions will not be included in the bid meeting process.
- 8
9
10
11
12 b. Vacancies created between bid meetings may be filled temporarily until they can be properly bid. Management may choose to delete a position when it becomes vacant and not put it up for bid. A deleted position will not be filled.
- 13
14
15
16 c. Before each bid meeting an up-to-date seniority list for custodians, and food service workers will be given to the Union. This list will be the final authority for determining seniority at the bid meeting. The process to break ties will be to (1) utilize date of hire, (2) date of application, and (3) where necessary, toss of coin will be utilized. The tie breaking process shall be valid for both bid meetings held during the year. A bidder for a food service position that requires a specific level of the career ladder shall have achieved at least that level of the career ladder the specific position requires.
- 17
18
19
20
21
22
23 d. Management shall inform the Union of the date, time, place and positions to be bid at least two weeks prior to the meeting. The same information will be distributed to custodial and food service employees through pony. Management may add new vacancies to the bid list up to the day of the bid meeting.
- 24
25
26
27
28 e. Positions will be bid in alphabetical order by cost center. A custodian or food service employee must be present at the bid meeting except as provided for in Section f in order to bid on a position. A bid on a position will not be valid unless made by the person who will fill the position. The current position of a successful bidder will be put up for bid after all listed vacancies have been bid. Vacancies will continue to be bid until all are filled or until no one bids on the remaining vacancies.
- 29
30
31
32
33
34 f. A custodian or food service employee may submit an absentee bid form if they are unable to attend the bid meeting. Absentee bids will only be accepted on vacancies which have been advertised in advance of the bid meeting on the official announcement. A custodian or food service employee must submit a separate absentee bid form for each job they wish to bid on. Absentee bids must be received either in the office of the Executive Director of Facilities Services or the office of the Coordinator of Food Services, whichever is appropriate, two working days in advance of the bid meeting. There is no limit to the number of jobs that can be bid on. After an absentee bidder is successful on any bid, all other bids will be pulled. Absentee bids will compete with bids from other custodians and food service employees at the bid meeting.
- 35
36
37
38
39
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43
44 g. All bids are final and binding at the conclusion of the bid meeting.
- 45
46 h. After the bid meeting, a date will be set on which all job changes will take place. The date will not exceed 30 calendar days after the bid meeting.

47
48
49 2. Aides, Office Staff Personnel

- 50
51 a. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the district; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In cost centers which have had a shared deci-
- 52
53
54
55
56

1 sion making model of governance approved by the School Board and the SC/TA, the following pro-
2 cedures for selection and lateral transfer of staff will apply unless a waiver of this section has been
3 granted by the parties to this Agreement:
4

5 (1) Personnel Functions of the Cost Center Management Team or its Designee: The Cost Center
6 Management Team will (a) recommend a set of minimum qualifications to be utilized in any
7 posting of a staff vacancy in the cost center; (b) establish a procedure for screening applica-
8 tions for each such vacancy, with such procedure to provide for the participation of staff from
9 the cost center administration, grade level, department, or team of the vacancy; (c) establish an
10 interview procedure for each such vacancy, with such procedure to provide for the participa-
11 tion of staff from the cost center administration, grade level, department, or team of the va-
12 cancy; and (d) based upon the recommendations of the interviewers, recommend to the Super-
13 intendent the most qualified candidate for each such posted vacancy.
14

15 (2) Seniority to Govern in Filling Vacancies, When All Other Qualifications are Substantially
16 Equal: The committee shall recommend the candidate with the best qualifications for the va-
17 cancy. When the qualifications of two or more candidates are substantially equal, then the candi-
18 date with the greater seniority of employment with the Sarasota County School Board shall
19 be recommended for the vacancy.
20

21 b. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Govern-
22 ance: The parties recognize that all cost centers may not operate under approved, shared decision
23 making models. For such cost centers, the following procedures for selection and lateral transfer of
24 staff will apply:
25

26 (1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with
27 the terms set forth in this Agreement. Employees wishing to transfer to said vacancy shall ex-
28 press their written request to the cost center head and to the Human Resources Office. Em-
29 ployees applying for a lateral transfer within classification must possess the necessary quali-
30 fications for the vacant position. Lateral transfer requests shall be filled in accordance with sen-
31 iority within the district.
32

33 (2) Appeal of Voluntary Transfer Determination: If, in the judgment of the cost center head, the
34 staff member selected under this process for lateral transfer is not qualified for the position,
35 s/he shall provide a written justification to the Superintendent of Schools. The Superintendent
36 shall refer the justification to the SC/TA President for his/her concurrence. If the Superinten-
37 dent and the President do not agree, the matter will be presented for final determination to a
38 neutral third party mutually selected by the Superintendent and President.
39

40 3. Voluntary Transfer to a Different Salary Lane
41

42 a. Voluntary lateral transfers will be granted prior to filling a vacancy for voluntary transfer to a differ-
43 ent salary lane.
44

45 b. All vacant or newly created positions (except as specified above) will be publicly posted for a period
46 of no less than five working days, prior to the closing date for applications, unless mutually agreed
47 to by the parties. All positions will be publicly posted for five working days throughout the school
48 district in all staff lounges, on the Internet, and on the School Board's automated telephone job hot-
49 line.
50

51 c. The position in question will be offered to the most senior, qualified applicant. In the case of aide or
52 secretarial positions, the procedures outlined in Article XIV, Section A(2) will be applied to deter-
53 mine the successful applicant. The successful applicant must possess all minimum job qualifications
54 contained within the job posting.
55

1 d. In order to be eligible for such voluntary transfer, the employee must not have received an Unsatis-
2 factory rating on his/her most recent Performance Evaluation.

3
4 e. Any employee transferring to another salary lane pursuant to this section will be placed on a 180
5 day probationary period in his/her new position. During this period, the employee may not be evalu-
6 ated in the first 30 calendar days. Should any performance concerns emerge after the first 30 days,
7 the respective administrator will provide written notification to the employee of his/her failure to
8 meet the administrator's expectations. This notification will include specific recommendations that
9 if completed, or corrective action is demonstrated, would lead to the employee's successful comple-
10 tion of the probationary period. Any employee will be given a minimum of 120 days to address
11 these written concerns. The 180 day probationary period will be extended as needed to conform
12 with the 120 day assistance period, but in no event will exceed a total 240 days duration.

13
14 f. An employee who is unsuccessful in his/her probationary period or who desires to return to his/her
15 former position, during the probationary period, will be returned to his/her former position or a sub-
16 stantially similar position (in terms of hours, pay grade, and job duties).

17
18 B. Involuntary Transfers.

19
20 1. Voluntary transfers shall be sought prior to initiating any involuntary transfers.

21
22 2. The employee with the least amount of appointed seniority in the system shall be involuntarily transferred
23 before a more senior employee.

24
25 3. Involuntary transfers will not be used for disciplinary reasons.

26
27 4. Employees to be involuntarily transferred will be placed in accordance with those procedures outlined in
28 Article XV, Reduction In Force.

29
30 C. Promotions

31
32 1. Where a career ladder or voluntary incentive program exists, the employee must have completed those
33 requirements associated with the position being sought.

34
35 2. Lead person positions will be filled on the basis of shop-wide seniority.

36
37 3. All administrative vacancies shall be posted in accordance with School Board Rule 4.104.

38
39 4. Any employee possessing the appropriate promotional qualifications may apply for an administrative va-
40 cancy.

41
42 5. The Board shall utilize to the maximum extent possible, the skills, talents, and qualifications of its em-
43 ployees and shall fill position vacancies by promoting from within in accordance with current School
44 Board Rule 4.104 or any career ladder or voluntary incentive program.

45
46 D. Temporary Assignments Above Grade

47
48 Any employee assigned to a temporary position shall be paid at a rate commensurate with that position or
49 his/her normal pay rate, whichever is higher.

50
51 E. Former Members of the Instructional Bargaining Unit

52
53 A former member of the classified bargaining unit who transferred to the instructional bargaining unit and re-
54 mained in continuous employment with the Board, will be permitted to return to his/her former job classifica-
55 tion, should such a position be available. Should a position not be available on the employee's former job clas-
56 sification, the employee would be returned to a similar position and will be granted a right to recall to the

1 his/her former salary lane. Such employees pay will be computed in a manner specified elsewhere in this
2 Agreement.

3
4 F. Opening New Schools

5
6 The following language applies only to aides and secretaries. When a new school is opened, the following pro-
7 cedures will be followed in staffing that building:

8
9 1. Initial Posting

10 The school(s) that will be losing staff to the new school will be identified. The staff of those schools will
11 be the only staff allowed to apply for the initial posting. The initial posting will consist of a pool of posi-
12 tions which constitutes no less than 20% of the total number of expected positions in the new school. Ap-
13 plicants for the positions listed in the initial posting will be filled in accordance with those procedures
14 outlined in Section A(2)(b), above.

15
16
17 2. County-Wide Posting

18 The position vacancies remaining after the initial posting will be posted countywide and filled in the fol-
19 lowing manner:

20
21 a. Shared Decision Making

22 Should the employees selected following those procedures outlined in Section 1 above elect to be-
23 come a shared decision making work site, the remaining positions at the new school will be posted
24 and filled in accordance with those procedures outlined in Section A(2)(a), above.

25
26
27 b. Non-Shared Decision Making

28 Should the selected employees elect not to become a shared decision-making work site, the remain-
29 ing positions will be chosen as outlined in Section A(2)(b), above.

30
31
32 3. Surplus Staff

33 Any surplus staff remaining at the school(s) losing staff to the new school will be identified and placed in
34 accord with those procedures outlined in Article XV of this Agreement.

35
36
37
38
39 **ARTICLE XV - REDUCTION IN FORCE**

40 If the Board, in exercising its right to determine the number and nature of the positions in the School system, takes
41 action to reduce staff within particular job classifications, the following provisions shall apply:

42
43 A. Definitions

44
45 1. Basic Qualifications:

46 Basic qualifications are the minimum qualifications required in the most recent job description. In those
47 cases where no job description exists, the employee will be given the opportunity to demonstrate whether
48 s/he meets the minimum qualifications necessary for the position in question (e.g., interview, testing out).
49
50
51

1 2. Reduction in Force (RIF):

2
3 A reduction in force is said to exist when the number of personnel within any given job or salary classifi-
4 cation is reduced or when the number of classified bargaining unit employees exceeds the number of po-
5 sitions in the classified bargaining unit.
6

7 3. Department:

8
9 The following groups will constitute departments in the classified bargaining unit: Transportation, Main-
10 tenance, Custodial, Secretarial, Food and Nutrition Services, Aides, Media and Instructional Materials,
11 Construction, Purchasing, Finance, and Technology and Information Services.
12

13 4. Salary Equalization:

14
15 For purposes of comparing different salary schedules, comparisons will be made based upon the top
16 hourly wage of each schedule. When an employee is moved from one salary schedule to another due to
17 being displaced, s/he will be moved in such a fashion to minimize any salary injury incurred by such a
18 move. This will take precedence over any salary implementation language found elsewhere in the agree-
19 ment.
20

21 5. Seniority:

22
23 Classified employees will be subject to layoff based on the least amount of continuous service in the
24 Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fashion.
25 Seniority will be defined as time since effective date of hire in the classified bargaining unit. A classified
26 employee who transferred to the instructional bargaining unit and then returned to the classified bargain-
27 ing unit will retain all prior classified bargaining unit time(s) for seniority purposes, provided that no
28 break in service to the school district occurred.
29

30 6. Date of Hire:

31
32 The effective starting date as designated by School Board action in appointing a given employee will be
33 considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date
34 and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the ap-
35 plication will be the deciding factor. Should a tie still exist, ties will be broken by a coin toss.
36

37 B. Procedures

38
39 1. Preferences - Each employee will complete a preference form, which may be updated during the five
40 working day posting of the surplus personnel vacancy list. The form will include a listing of the em-
41 ployee's work site preferences and whether or not s/he would desire a voluntary transfer to a particular
42 work site(s).
43

44 2. Placement

45
46 a. Each cost center will compile a list of all positions to be eliminated for the following school year. At
47 that time the cost center head will also identify the least senior employee at that cost center currently
48 working within the job classification in which the position(s) is/are being eliminated. Pursuant to the
49 procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given
50 school year, will transmit to the Human Resources Office a listing of all positions eliminated, em-
51 ployees surplus, and vacancies anticipated.
52

53 b. The employee(s) to be surplus at each cost center will be the least senior at that cost center cur-
54 rently working within the job classification of the position(s) to be eliminated; provided, however,
55 that an employee who has had his/her position eliminated may elect to remain at that cost center
56 should s/he possess more seniority than another employee at that cost center holding a position for

1 which the employee is qualified in his/her present job classification. In such a case, the employee
2 possessing the least seniority at that cost center will be surplussed.
3

- 4 c. An employee whose position has been eliminated must be given the opportunity to elect to remain at
5 his/her cost center in another position in his/her former or a lower job classification for which s/he is
6 qualified, and must exercise his/her election, prior to surplus lists being transmitted from the cost
7 center to the Human Resources Office (with the appropriate salary adjustment).
8
- 9 d. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a list-
10 ing, in seniority order, of all employees who have been surplussed. That listing, as well as a listing
11 of all vacancies county-wide (excluding Board approved charter schools), will be posted for a period
12 of five working days. Employees may update their preference lists through the conclusion of this
13 five day period.
14
- 15 e. All employees will be placed into vacant assignments on a seniority basis based upon their ex-
16 pressed preferences (excluding Board approved charter schools). The most senior surplussed em-
17 ployee will be considered first and placement will continue on a seniority basis. Each employee
18 must be qualified for the assignment selected. During the placement process, if no vacancy remains
19 for which an employee is qualified, the employee will replace the least senior employee in either the
20 north or south county region (as selected by the employee) in his/her job classification. The em-
21 ployee may elect to switch his/her region selection and pick from vacancies in the other location.
22 This process will continue until there remains no employee on the surplus list who has more senior-
23 ity than any employee in the district holding a position in that job classification. Those employees
24 who are junior to all others in the district within their job classification will thus be identified. Those
25 junior employees, for whom there are no positions available within their job classification, will be
26 laid off. Those laid off employees will have recall rights within the parameters set forth elsewhere in
27 this Agreement.
28
- 29 f. During the placement process, should an employee not be reassigned due to his/her failing to be as-
30 signed to one of the work sites stated on his/her preference form or because a Preference Form was
31 not filed, management will attempt to contact said employee to explain to him/her those positions
32 remaining available at that time. Should management not be able to contact said employee, the em-
33 ployee will be reassigned to a cost center and position most closely resembling that which they were
34 last assigned or those expressed on their preference form. Should said employee upon his/her return
35 not agree with the placement, s/he will be allowed to exercise his/her seniority for any remaining
36 unfilled positions for which s/he is qualified.
37

38 C. Return to Former Placement
39

40 Any employee displaced from his/her position due to the implementation of those procedures described above
41 will be able to return to a position vacancy at his/her last former work site at his/her present or former job clas-
42 sification for which s/he is qualified or in the case of an employee who has suffered an involuntary reduction in
43 his/her job classification, to any position vacancy, county-wide on his/her former job classification, should
44 such a position become available within a period of five years. Such return will be automatically granted upon
45 written receipt of the employee's request stating right to recall, and will be undertaken on a seniority basis in
46 the order specified in Article XVI. It will be the employee's responsibility to monitor such opportunities.
47

48 D. Notification
49

50 The Board agrees to provide notice of the layoffs to the affected employees and the Union at least ten work
51 days before any action is taken. Notification of layoff shall be sent by certified mail to the affected employee.
52 It is the employee's responsibility to keep the Human Resources Office informed of his/her current address.
53

1 E. Job Placement Assistance

2
3 Any laid off employee will be offered job placement assistance and counseling services by the Board to assist
4 him/her in securing other employment.
5

6 F. Administrators Returning to Bargaining Unit

7 Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a sur-
8 rendering of his/her administrative status will begin to earn seniority placement within the unit at that time.
9 Any administrator who had previous status within the bargaining unit and has not had a break in service shall
10 retain those previous years in the bargaining unit toward his/her seniority status. All administrators returning to
11 the bargaining unit will be placed into vacancies following those procedures described below.
12
13

14 **ARTICLE XVI - RECALL**

15
16 A. Laid off employees shall be recalled to their job classification in inverse order of layoff.

17
18 B. Laid off employees will be given right of first refusal for any position in their own or a lower salary classifica-
19 tion for which they meet the minimum job qualifications. Failure to accept a lower salaried position does not
20 constitute failure to accept an offer of recall as defined below.
21

22 C. All persons interested must submit a letter of intent for any vacant position posting. Those wishing to exercise
23 right to recall must include that information on the letter of intent. Employees will be recalled or placed into
24 vacant positions in the following order:
25

26 1. Employees returning to their former salary lane following an involuntary transfer to a lower salary lane.
27 (Employees retain this right for a period of five years following their involuntary transfer.) Any employee
28 who was placed on a higher step due to the implementation of those procedures outlined in Article XV,
29 Section A(4) of this Agreement will be returned to his/her former salary lane and will be placed on the
30 step upon which the employee would have been placed had the employee been continuously employed in
31 his/her former salary lane.
32

33 2. Employees returning to full time status following an involuntary reduction in the number of hours worked
34 daily.
35

36 3. Employees returning to a North or South county location following an involuntary move to the other lo-
37 cation due to lack of available positions.
38

39 4. Laid off employees returning to duty.
40

41 5. Employees returning to their former work site following an involuntary transfer. (Employees retain this
42 right for a period of five years following their involuntary transfer.)
43

44 6. Employees returning to duty from a leave of absence.
45

46 7. Voluntary transfer of employees.
47

48 Positions will be filled on a seniority basis within each of the above mentioned groupings.
49

50 D. Laid off employees interested in returning to duty must submit a letter of intent for any vacant position post-
51 ings. Those wishing to exercise right to recall must include that information on the letter of intent.
52

53 E. Employees will be on layoff for a period not to exceed two years from date of layoff or until recalled or recall
54 is declined, whichever is sooner.
55
56

1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician, whichever is shorter.
2. Leaves due to the aforementioned injuries shall be authorized for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time, the employee will receive wage loss payments as specified by Florida Statute.
3. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.
4. The employee may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.
5. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

C. Leave for Union Officers (Note: From Unpaid Leave Section of Previous Contract)

Upon request, leaves of absence, limited to two persons per year, shall be granted to Union officers. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.

D. Temporary Duty Days

Temporary duty days with pay may be granted to employees. The Superintendent shall make the final determination as to approval or disapproval of an application.

E. Civic Duties

Any employee may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level.

F. Leave for Legal Commitments and Transactions

1. An employee who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
2. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.
3. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released by the cost center head.

G. Vacations

1. All full time employees working on a 12 month basis shall earn vacation leave as follows:

CONTINUOUS AND CREDITABLE SERVICE:

VACATION LEAVE EARNED:

Through 60 months

1 day per month
(12 days per year)

61 through 120 months

1 1/4 days per month
(15 days per year)

1 Over 120 months

1 1/2 days per month
(18 days per year)

4 For 12 month employees, the vacation days are factored into the work year as follows:

	Through 60 Months	61 Months through 120 Months	Over 120 Months
9	234 Workdays	231 Workdays	228 Workdays
10	<u>6</u> Paid holidays	<u>6</u> Paid holidays	<u>6</u> Paid holidays
11	240 Paid days	237 Paid days	234 Paid days
12	<u>12</u> Vacation days	<u>15</u> Vacation days	<u>18</u> Vacation days
13	252	252	252
14	9 Other holidays	9 Other holidays	9 Other holidays
15	<u>104</u> Weekend days	<u>104</u> Weekend days	<u>104</u> Weekend days
16	365 Total	365 Total	365 Total

18 2. Vacation days beyond the 60 day accumulation which are not used within the fiscal year earned are forfeited. The Superintendent at his/her sole discretion may waive the forfeiture. The increased vacation rate starts with the calendar month following the month the employee completes the fifth or tenth year of continuous service.

23 3. An employee's vacation will be scheduled by the employee's immediate administrator.

25 4. Upon termination of employment, the effective date of departure may be post-dated, or the employee will receive payment for the unpaid vacation days.

28 H. Holidays

30 The Board will designate nine holidays in addition to the six paid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. In those years where there are 105 weekend days, the Board will designate eight holidays.

34 II. Procedures

36 A. Requests

38 All requests for a leave of absence for union officers or for sabbatical leave or for a return to duty following one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick leave, illness-in-the-line-of duty, temporary duty days, civic duties, legal transactions, and vacation will be submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1 of each year. Employees on extended paid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year.

46 B. Experience Credit

48 An employee will be granted one year's experience credit for service of one day more than one-half of the regular contract year when on an approved paid leave of absence.

51 C. Insurance Continuation

53 Any employee granted a leave of absence as provided in this Article shall continue to receive all benefits and privileges of an active School Board employee.

1 D. Retirement Credit

2
3 An employee granted a leave of absence may receive limited leave of absence credit in his/her respective re-
4 tirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the
5 employee to make arrangements to obtain such credit.
6

7 E. Return to Duty

8
9 Upon return to duty from a paid leave of absence, the employee will return to his/her former position.
10

11 F. Transferring in of Sick Leave

12 The transferring in of sick leave is not allowed.
13
14

15 G. Sick Leave Payoff Cap

16
17 The sick leave payoff cap is 180 days. Employees possessing more than 180 days in sick leave accumulation
18 prior to July 1, 1983, will be grandfathered at the level they possessed at that time. Employees may accumulate
19 days in excess of the 180 day cap but are limited to 180 days for payoff purposes.
20

21 H. Verification of Reasons for Leave

22
23 Upon return from leave as described in paragraphs A and B, the building principal shall provide the employee
24 with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to
25 the building principal within five working days following the employee's return from leave.
26
27

28 **ARTICLE XVIII - UNPAID LEAVES OF ABSENCE**

29
30 **I. Categories of Unpaid Leaves**

31
32 **A. Study/Professional Improvement Leave**

33
34 A leave of absence without salary for professional improvement may be authorized by the Board for any em-
35 ployee. If the purpose of the leave involves a two year program, a second year shall be approved upon request.
36 Other leaves shall not exceed one year. However, at the end of a leave, an employee may request another leave
37 of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall
38 be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to
39 commence.
40

41 Such leave may be authorized for

- 42
43 1. engaging in study at an accredited university;
- 44
45 2. full time participation in a federally sponsored Peace Corps;
- 46
47 3. full time teaching in foreign or military programs;
- 48
49 4. cultural travel or work program related to his/her professional responsibilities;
- 50
51 5. participating in exchange teaching programs in other school districts, states, territories or countries;
52 and/or
- 53
54 6. serving as a full time, paid officer of an education association.
55

1 B. Medical Leave

2
3 An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a mem-
4 ber of his/her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted
5 his/her sick day accrual and have completed his/her Family and Medical Leave Act (FMLA) leave if applica-
6 ble. An employee requesting medical leave must provide medical documentation of the illness in question.
7

8 C. Worker's Compensation

9
10 An employee receiving worker compensation payments will be deemed to be on an unpaid worker's compen-
11 sation leave during that time period.
12

13 D. Political Leave

14
15 A leave of absence (without pay) for up to one year may be granted by the Board to an employee, upon appli-
16 cation to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend
17 through the first term of office.
18

19 E. Family and Medical Leave Act (FMLA) Leave

20
21 Employees qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave
22 with continuation of health benefits. In the case of employees on worker's compensation leave, FMLA leave
23 will commence only after the employee has exhausted all of his/her worker's compensation leave.
24

25 F. Maternity Leave

26
27 1. A maternity leave without pay shall upon written request be granted to an employee any time between the
28 commencement and termination of her pregnancy. The commencement of such leave shall be at the dis-
29 cretion of the employee and her physician. Except in case of emergency, the employee shall give written
30 notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The
31 request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of
32 birth, and the length of time the employee should be able to work. All or any portion of a leave taken by
33 an employee because of a medical disability connected with pregnancy may, at the employee's option, be
34 charged to her available sick leave.
35

36 2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work
37 either

38
39 a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at
40 which time the employee shall be returned to her former position, or

41
42 b. on the first day of the next school year following the termination of pregnancy, at which time the
43 employee shall be returned to her former position.
44

45 G. Child Care Leave

46
47 1. A child care leave without pay for caring for a child less than six years of age, not to exceed one year,
48 shall be granted an employee upon written request to the Superintendent. An employee may request in
49 writing an additional year of child care leave. Such request shall be submitted not less than 30 calendar
50 days prior to the conclusion of any year already granted. Child care leave may be extended on a yearly
51 basis for a maximum of five school years.
52

53 H. Personal Leave

54
55 An employee will be granted a personal leave of absence for any reason, for a period of one school year or for
56 the remainder of a given school year. An employee will be granted only one personal leave of absence in any

1 three year period. During the time the employee is on an unpaid personal leave of absence the employee may
2 not enters similar or related employment during his/her leave without express written permission of the Board.
3 Violation of this provision will constitute grounds for termination of employment.
4

5 I. Military Leave

6
7 Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve compo-
8 nent thereof or with the National Guard shall be granted in accordance with applicable law.
9

10 II. Procedures

11
12 A. Requests

13
14 All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the
15 Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave
16 of absence shall be March 1 of each year. Employees on extended unpaid leave shall notify the Department of
17 Human Resources on or before March 1 of their intent for the coming year.
18

19 B. Duration of Leave

20
21 Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave requests with-
22 out sufficient reason. Under normal circumstances, such leaves shall not exceed five years. An employee's
23 leave will be extended in cases where no position exists for the employee to return in one of his/her areas of
24 certification. A leave will not exceed one year's duration, but may be renewed as specified herein.
25

26 C. Experience Credit

27
28 No experience credit for salary purposes will be granted for any year in which an employee does not work for
29 one day more than one-half of the regular contract year. An employee may be granted one year's experience
30 credit for service of one day more than one-half of the regular contract year when on an approved
31 study/professional, worker's compensation, military, or political leave of absence.
32

33 D. Insurance Continuation

34
35 Any employee granted a leave of absence as provided in this Article shall be given the opportunity to continue
36 insurance in the existing school programs during the leave provided that the premiums for such insurance pro-
37 grams shall be paid by the employee on a monthly basis in advance of the month due.
38

39 E. Retirement Credit

40 An employee granted a leave of absence may receive limited leave of absence credit in his/her respective re-
41 tirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the
42 employee to make arrangements to obtain such credit.
43

44 F. Return to Duty

45
46 1. Normal Return to Duty During a School Year

47
48 a. Leaves of 12 Weeks or Less Duration

49
50 An employee who desires to return to duty at the end of his/her approved leave will be placed into
51 the same or a substantially similar position at his/her former work site. Should no vacancy exist for
52 which the employee is qualified, a surplus situation will be said to exist at that work site which will
53 be handled in a manner specified elsewhere in this Agreement.
54

1 b. Leaves Exceeding 12 Weeks

2
3 An employee returning to duty from an approved leave of absence of greater than 12 weeks duration
4 (regardless of whether or not his/her return is premature) will be placed in a manner described in
5 Number 3, below.
6

7 2. Normal Return to Duty at the End of School Year

8
9 Upon return from an approved leave, the employee shall be returned to his/her former position, if avail-
10 able, or to a substantially similar position at his/her former work site, for which the employee is fully
11 qualified. In cases in which a staffing surplus is said to exist, such placement must be in accord with those
12 procedures outlined in Articles XV and XVI, where applicable.
13

14 3. Premature Return to Duty

15
16 a. An employee returning to duty prematurely from an approved, unpaid leave of absence will be
17 placed into the next available opening for which s/he is qualified (except in the case of FMLA
18 leave) on his/her former pay scale. An employee's placement at a work site will be made at the dis-
19 cretion of the Board, within the North and South County boundary preference expressed by the em-
20 ployee. This placement will continue only until the end of that current school year.
21

22 b. An employee currently on a NEAT/performance assistance process will not be eligible for prema-
23 ture return to duty. Unless agreed to by the parties, employees on a NEAT process or performance
24 assistance will be returned to their former work site at the conclusion of their approved leave of ab-
25 sence.
26

27 c. At the end of the school year in which the employee requested premature return to duty, that em-
28 ployee will be returned to his/her former work site for the following school year. Should no vacancy
29 exist for which the employee is qualified, a surplus situation will be said to exist at that work site
30 which will be handled in a manner specified in elsewhere in this Agreement.
31

32 4. Return From FMLA Leave

33
34 An employee on an approved Family and Medical Leave Act (FMLA) leave will return to his/her former
35 position upon return from the FMLA leave. Should an employee not return to duty during or immediately
36 following the conclusion of his/her FMLA leave and is approved for further leave, he or she will be
37 placed into a position following those procedures outlined above.
38
39

40 **ARTICLE XIX - PERSONNEL RECORD**

41
42 A. Maintenance

43
44 1. There shall be only two personnel files as defined in Florida Statutes, Chapter 231.291. One shall be
45 maintained at the Office of Human Resources of the Sarasota County School Board and the other at the
46 office of the employee's work site. No other file or memo shall be maintained on any employee unless
47 otherwise mandated by Statute. No copies of the official personnel file shall be made except that which is
48 photocopied by request of the employee or required by Florida Statute.
49

50 2. An employee may request through his/her immediate supervisor access to his/her site file. Requests to re-
51 view the personnel file shall be made to the Human Resources Office in person. Where time parameters
52 or lengthy distances to the Human Resources Office are a concern, cost center heads will assist employ-
53 ees where possible.
54

55 3. Except for material pertaining directly to the work performance or such other matters that may be cause
56 for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character,

1 or personality shall be placed in any official personnel file of such employee. Material relating to work
2 performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be
3 maintained only if it is signed by a person competent to know the facts or make the judgment, and only if
4 the employee has been given the opportunity to read the material following its receipt or formulation. The
5 employee shall be sent a copy of such material by certified mail to his/her address of record or shall be
6 given an actual copy of the material to be filed. If the employee receives said copy, s/he may indicate that
7 such material has been read by affixing his/her signature on the actual copy to be filed with the under-
8 standing that such signature merely signifies that the material to be filed has been read and does not nec-
9 cessarily indicate agreement with its content. However, an incident which has not been reduced to writing
10 within 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall
11 be included in the file unless so requested by the employee.
12

- 13 4. The employee shall have the right to answer in writing any material now on file as well as any material
14 filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall
15 be placed in the employee file nor used in any proceeding or given any credibility anywhere by the Em-
16 ployer.
17
- 18 5. Upon request, the employee, a Union representative, or any other person designated in writing by the em-
19 ployee shall be permitted to examine the file. It shall be indicated in writing that said file has been exam-
20 ined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.
21
- 22 6. The personnel file of each employee shall be open to inspection only by those persons specified by Flor-
23 ida Statutes, Chapter 231.291. If an employee's file is inspected by a member of the administrative staff
24 of the Sarasota County Public School System, it shall be recorded in a central register maintained in the
25 Office of Human Resources.
26
- 27 7. The official personnel record for Sarasota County Public School employees shall be housed in the Office
28 of Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with
29 the State Public Documents Statutes.
30
- 31 8. Notification: Any employee whose personnel file has been inspected by anyone outside the scope of
32 authority as defined in Florida Statutes, without the employee's knowledge or permission, shall be noti-
33 fied in writing within 48 hours as to who requested and observed the file and the purpose of such request.
34

35 B. Complaints

36
37 When a written complaint concerning an employee's conduct and/or performance is made by the parent of a
38 student or any other member of the public, the supervising administrator shall attempt to resolve the complaint
39 with the complaining party and consult with the employee involved. No complaint shall be placed in the offi-
40 cial personnel file until such time as the complaint has been sustained through an impartial hearing procedure
41 (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to
42 the disposition of the complaint.
43
44

45 ARTICLE XX - GRIEVANCE AND ARBITRATION

46 A. Definitions

- 47 1. The "grievant" is an employee, a group of employees, or the Union filing a grievance.
48
- 49 2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and
50 policies affecting the terms or conditions of employment.
51
- 52 3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable
53 manner or the grievant or Union has been affected by an action or proposed Board action item, that if im-
54 plemented, would constitute a misinterpretation or misapplication of the specific written terms of this
55
56

1 agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a
2 proposed Board action would not inhibit the Board from taking the proposed action while the matter is
3 pending resolution. A grievance may be processed through Section B of this Article.
4

5 B. Procedures
6

- 7 1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local
8 level. It is the intention of the parties that to the greatest extent possible, only local building staff will be
9 used to process Informal level grievances. No later than 20 working days after the grievance first oc-
10 curred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the
11 grievant and his/her cost center Union representative shall request a meeting to verbally discuss a poten-
12 tial grievance with the cost center head, or his/her designee, allegedly causing the potential grievance.
13 The cost center head, or his/her designee will respond no later than ten working days after the informal
14 meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the
15 potential grievance may be taken to Step One of the Formal Procedure.
16
- 17 2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the Informal
18 level, no later than ten working days following the administrator's denial at the Informal Step, the
19 grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the
20 adopted form to the cost center head or his/her designee allegedly causing the grievance. The cost center
21 head or his/her designee will respond in writing, no later than ten working days after the meeting has been
22 held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to
23 Step Two of the Formal Procedure.
24
- 25 3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One
26 level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assis-
27 tant Superintendent or his/her designee no later than ten working days after the response was received at
28 the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response
29 to the Step Two grievance no later than ten working days following the Step Two meeting.
30
- 31 4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he
32 may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no
33 later than ten working days after the written response was received in Step Two. The Superintendent or
34 his/her designee shall submit a written response no later than ten working days after the Step Two meet-
35 ing. Should the response be a rejection of the grievance, the Superintendent or his/her designee will
36 summarize his/her reasons for so ruling.
37
- 38 5. Step Four (optional): Should the parties mutually agree, the next step in the processing of a grievance will
39 be through the inclusion of an impartial mediator. The decision to undertake this option must be made by
40 the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be
41 chosen through mutual agreement of the parties. There will not be a binding decision on the parties ex-
42 cept by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at
43 an arbitration proceeding by either party.
44
- 45 6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/he
46 may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitra-
47 tion Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days
48 after the receipt of the decision in Step Three or Four.
49

50 C. Rules
51

- 52 1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the
53 informal and formal proceedings. The grievant shall not be required to discuss any grievance if the
54 grievant's representative is not present. An employee may avail him/herself of the grievance procedure in
55 person or by counsel and have such grievance adjusted without intervention of the Union provided that:
56

- a. the adjustment is not inconsistent with the terms of this Agreement, and
 - b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons, shall automatically extend the time limits equal to the number of days of such absence.
 3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
 4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until s/he has issued his/her findings on the question of arbitrability.
 5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.
 6. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Five. Such grounds and evidence shall be disclosed to the other party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
 7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at Step Four (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Five.
 8. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Four or Step Five, if appropriate. Any relief granted prior to Step Three shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.
 9. The parties shall share the costs of transcripts if so desired by the parties.
 10. The Informal Step and Steps One and Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step Three.
 11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XIX-A (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations as contained in Article IV-A (Union Rights, Privileges and Obligations, Employer Information).
 12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.
 13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties.

- 1 14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the
2 Board in a court of law or equity or before the Public Employee Relations Commission or any other ad-
3 ministrative agency by an employee, employees, or the Union for an alleged violation or violations of the
4 expressed terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union
5 of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for
6 resolution of the alleged violation or violations of the express terms of this Agreement.
7
- 8 15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an
9 employee's permanent personnel files.
- 10
- 11 16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a
12 Memorandum of Understanding and must be signed by the grievant or his/her representative and the Su-
13 perintendent or his/her designee.
- 14
- 15 17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the
16 grievance will be considered to be automatically advanced to the next step of the grievance and arbitra-
17 tion process as described herein. Should the Union or grievant fail to advance a grievance in a timely
18 fashion, the grievance will be denied. (Such denial will not establish past practice on the matter at hand.)
19
- 20 18. The Union will be considered to be a party with standing in any grievance.
21
22

23 ARTICLE XXI - DISCIPLINARY ACTIONS

24 A.

- 25
- 26
- 27 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demo-
28 tions, dismissals, or reductions in grade or pay with prejudice.
- 29
- 30 2. Disciplinary action may not be taken against an employee except for just cause, and this must be substan-
31 tiated by sufficient evidence which supports the recommended disciplinary action.
- 32
- 33 3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this
34 Article shall be promptly initiated after all the facts have been made known to the official responsible for
35 taking the actions.
36

37 B. Disciplinary action shall be governed by applicable statutes.

38 C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that 39 proposal. 40

41 D. An employee against whom action is to be taken under this Article shall have the right to review all of the in- 42 formation relied upon to support the proposed action and shall be given a copy upon request. 43

44 E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the 45 Union is representing. 46

47 F. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present 48 appropriate responses to the proposed actions under this article, through Step One of the Grievance Process. 49 This amount of time is to be mutually agreed upon by the parties. 50

51 G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training 52 shall not be considered disciplinary actions and shall not be used as a substitute thereof. 53 54

- 1 H. Previous charges or actions that have been brought forth by the administration may be cited against the em-
2 ployee if these previous acts are reasonably related to the existing charge. All previous charges or actions must
3 have been shared with the employee.
4
- 5 I.
6
- 7 1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.
8
- 9 2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon
10 recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that con-
11 stitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be
12 administered as follows : .
13
- 14 a. Verbal reprimand (written notation placed in site file).
15
- 16 b. Written reprimand filed in personnel and site files.
17
- 18 c. Suspension with or without pay.
19
- 20 d. Dismissal.
21
- 22 J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed
23 after a period of two years.
24
- 25 K. Letters of reprimand may be removed with Board approval from an employee's official personnel file after a
26 period of two years.
27
- 28 L. During the pendency of an investigation into an allegation of wrong-doing on the part of an employee, the em-
29 ployee may be temporarily reassigned only if the charges, if proven to be true, could lead to the employee's
30 termination or suspension or if the employee's conduct poses a threat to any individual's safety.
31
- 32 M. An employee who fails to return to duty for each of the first three work days of a new school year and who
33 fails to notify his/her cost center head of his/her intentions will be considered to have abandoned his/her job
34 and may be terminated.
35

36 **ARTICLE XXII - TERMINAL PAY FOR ACCUMULATED SICK LEAVE**

- 37
- 38
- 39 A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if
40 service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the
41 employee at retirement or death multiplied by those percentages as outlined in Florida Statutes and 100% of
42 the employee's accumulated leave days as specified elsewhere in this Agreement, unless changed by future ne-
43 gotiations or law. The employee must leave the employment of the School Board directly into the Florida Re-
44 tirement System in either early or normal retirement status.
45

46 **ARTICLE XXIII - LOCAL RELATIONSHIPS**

- 47
- 48
- 49 A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a
50 mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems
51 regarding personnel policies and practices and other matters affecting working conditions of a purely local na-
52 ture which are not covered by this Agreement. However, no changes to personnel policies and procedures af-
53 fecting working conditions shall be unilaterally implemented unless negotiated accordingly.
54
- 55 B. Disputes between the parties at the cost center level may be referred for resolution to the local level of the Un-
56 ion and of the Employer.

1 **ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM**

- 2
- 3 A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the ano-
- 4 nymity of the employee. The provisions of this program will also apply to all School Board retirees.
- 5
- 6 B. This program shall include but not be limited to counseling for the following:
- 7
- 8 1. Drug Abuse
- 9
- 10 2. Alcohol Abuse
- 11
- 12 3. Family Counseling
- 13
- 14 4. Financial Counseling
- 15
- 16 5. Psychological Difficulties
- 17
- 18 6. Smoking
- 19
- 20

21 **ARTICLE XXV - EFFECT OF AGREEMENT**

- 22
- 23 A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing
- 24 Sarasota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the
- 25 terms of this Agreement.
- 26
- 27 B. An individual contract which is executed during the term of this Agreement between the Board and an em-
- 28 ployee shall be made expressly subject to the terms of this Agreement. An individual contract which is exe-
- 29 cuted during an interim period between this and subsequent agreements between the Board and an employee
- 30 shall contain a clause providing that after execution of this Agreement, said individual contract shall be
- 31 brought into conformity with the terms of that Agreement.
- 32
- 33 C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor
- 34 Agreement is ratified by the parties.
- 35
- 36 D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or
- 37 interpreting any contract language contained herein, to resolve grievances, or to establish any other term or
- 38 condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding en-
- 39 tered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or
- 40 resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining
- 41 agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Con-
- 42 versely, any Memorandum of Understanding establishing any term or condition of employment not covered by
- 43 this Agreement will be considered null and void at the end of the contract unless expressly extended by the
- 44 parties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless
- 45 those terms are incorporated into a subsequent Agreement.
- 46
- 47

48 **ARTICLE XXVI - OCCUPATIONAL SAFETY AND HEALTH**

- 49
- 50 A. Within 30 days of Ratification of this Agreement, the parties agree to establish a joint committee at both the
- 51 School Board level and site level.
- 52
- 53 B. Recognizing that the work area should be a safe environment and free from hazardous materials, this commit-
- 54 tee shall be responsible to perform inspections as necessary, however, no less frequently than once a month.
- 55 The school site shall identify to the joint School Board/Union level committee any potential or occurring health

1 hazards and the corrective action desired. The School Board/Union Committee will investigate the matter, and
2 if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.
3

- 4 C. The Committee shall consist of three Union members and two administrative members at each level (Elementary,
5 Middle, High School) and the chair shall rotate monthly. The Committee shall meet once per month at a
6 mutually agreeable time.
7

8
9 **ARTICLE XXVII - BENEFITS**

10
11 A. Health Insurance

- 12
13 1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to
14 each employee at no cost with the following minimum specifications:
15
16 a. Lifetime Maximum of \$5,000,000
17
18 b. Deductible - Individual \$200
19
20 c. In-Network Coinsurance at no less than 90%
21
22 Out-of-Network Coinsurance at no less than 70%
23
24 d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual
25 and customary)
26
27 e. Out-of-Pocket Maximum \$1,000 per individual plus deductible
28
29 f. Yearly Physical Examination (subject to \$250 yearly limit)
30
31 2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to employees
32 who do not wish to participate in the indemnity plan. The lifetime maximum coverage for the HMO plan
33 will be unlimited. The HMO will be offered to all employees at no cost with the following minimum
34 specifications:
35
36 a. Lifetime Maximum - Unlimited
37
38 b. Primary Care/Specialist Office Visit - \$10
39
40 c. Inpatient Hospital - \$100/Admission
41
42 d. Emergency Room Visit - \$50
43
44 e. Out of Pocket Maximum - \$1,500 per individual
45
46 f. Yearly Physical Examination (subject to \$10 copayment)
47
48 3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO
49 plan and the HMO plan at the employee's expense.
50
51 4. Employees who have elected to waive their right to medical insurance by signing a School Board affida-
52 vit of insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. New
53 employees hired between September 1, 2000 and October 17, 2000 will be afforded the opportunity to
54 decline insurance coverage. If such an election has been made, the School Board will contribute the sum
55 of \$254.06 per month to the employee's existing 401(k) account until such time as the employee volun-
56 tarily rescinds the waiver of insurance or leaves the employ of the School Board. Once an employee's

1 election to waive his/her right to medical insurance has been rescinded for any reason, that employee may
2 not elect to waive medical insurance pursuant to this paragraph again in the future. All employees other
3 than those who have elected to waive their right to medical insurance prior to September 1, 2000, will be
4 enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insur-
5 ance.
6

7 5. This section is subject to yearly re-openers including the selection of providers.
8

9 B. Worker's Compensation - The School Board will provide Worker's Compensation insurance for all employees
10 as outlined in state statutes.
11

12 C. Cafeteria Plan - The School Board will provide to each employee at no cost the following benefits:
13

14 1. Life Insurance - \$50,000 for each employee
15

16 2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of \$4,000 per month
17

18 3. Dental Plan - Panel plan for employee
19

20 4. Vision Plan - for employee
21

22 D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each employee
23 may pay for if they choose any individual option:
24

25 1. Dental Plan - Panel plan for dependents, and indemnity plan for employee and dependents.
26

27 2. Vision Plan - dependents
28

29 3. 401(k) Plan
30

31 4. Medical Reimbursement Account - employee and family
32

33 E. Either party may re-open negotiations if costs exceed present School Board contributions for supplemental
34 core benefits (Section C, above).
35

36 F. If an employee elects to contribute for dependent medical care coverage, those deductions (including for the
37 summer period) will be spread equally among all of his/her pay periods.
38

39 G. The Employer shall provide an employee retirement plan at no less than the current retirement rate as estab-
40 lished by law consistent with Florida Statutes.
41

42 H. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reim-
43 bursed for any unused sick leave as outlined in Article XXII.
44

45 I. The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in
46 this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the
47 insurer.
48
49

50 **ARTICLE XXVIII - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING**

51
52 The Board and SC/TA agree on an implementation process toward Shared Decision Making in accordance with the
53 model as described in Appendix H of this contract.
54

55 The parties agree to annually enter into Memoranda of Understanding which may exempt specific cost centers, par-
56 ticipating in implementing a shared decision making model, from the requirements of specifically identified provi-

1 sions of this Agreement. Such exemption(s) must be agreed to by both parties. The provisions of the master contract
2 shall be in full force and effect for all other cost centers. Both parties agree that the contents of such Memoranda
3 shall not be used by either side for persuasion in any grievance or impasse proceeding, and will not constitute
4 grounds for past practice.
5
6

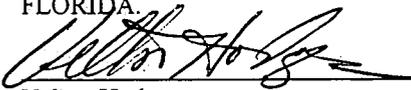
7 **ARTICLE XXIX - KIDS UNDER THE WEATHER**
8

- 9 A. The School Board shall provide the services of the "Kids Under The Weather" program currently in existence
10 at Sarasota Memorial Hospital and the "Sniffles and Such" program currently in existence at Venice Hospital
11 or another program mutually agreeable to the parties.
12
13 B. This service to employees is only in effect during workdays of the employee. Weekends, holidays, winter re-
14 cess, absences, or summer vacation periods are not covered unless the employee is in a work status during
15 these periods.
16
17 C. The Board shall only provide this service for the period from one hour before to one hour after the employee's
18 duty day. The employee must bear the costs associated with picking up his/her child later than five o'clock pm.
19
20 D. Employees shall only utilize this service on days in which they report to duty.
21
22 E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for
23 the following semester (1/2 year).
24
25

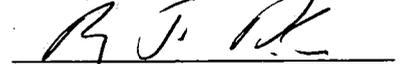
26 **ARTICLE XXX - DURATION OF AGREEMENT**
27

- 28 A. This Agreement shall be effective as of July 1, 2000, and shall continue in effect until June 30, 2003. This
29 Agreement may be extended only in writing.
30
31 B. This Agreement may not be assigned by either party.
32
33 C. This Agreement is subject to salary and benefit re-openers for the 2001-2002 and 2002-2003 school years.
34
35 D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.
36

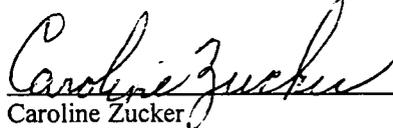
37 IN CONSIDERATION OF THE MUTUAL COVENANTS, THIS AGREEMENT IS MADE AND ENTERED
38 INTO THIS SEVENTH DAY OF NOVEMBER 2000, BY AND BETWEEN THE SARASOTA
39 CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY,
40 FLORIDA.

41 

42 Velton Hodges
43 President, Sarasota Classified/
44 Teachers Association, Inc.

45 

46 Barry J. Dubin
47 Executive Director, Sarasota
48 Classified/Teachers Association, Inc.

49 

50 Caroline Zucker
51 Chairperson of the School Board
52 of Sarasota County, Florida



Wilma Hamilton
Superintendent of Schools

1 **ARTICLE XXXI - SUPPORT OF STUDENT DISCIPLINE**

2
3 A. General Responsibility

4
5 While on duty, an employee has a general responsibility for controlling student behavior and a responsibility
6 for maintaining the safety of those students under his/her direct supervision. An employee may at any time re-
7 quest the assistance of the principal.

8
9 Within the framework of the State's and the Board's codes of student conduct, classified personnel shall have
10 the authority to undertake any of the following actions in managing student behavior and ensuring the safety of
11 all students in their classes and school:

- 12
13 1. Follow the established classroom rules of conduct.
14
15 2. Follow and implement consequences designed to change behavior, for infractions of classroom rules.
16
17 3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for
18 behavior management intervention.
19
20 4. Assist in enforcing school rules on school property, on school-sponsored transportation, and during
21 school-sponsored activities.
22
23 5. Request and receive information as to the disposition of any referral to the administration for violation of
24 classroom or school rules.
25
26 6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable
27 or in case of emergency.
28
29 7. Request and receive training and other assistance to improve skills in classroom management, violence
30 prevention, conflict resolution, and related areas.
31
32 8. Press charges if a crime has been committed against the employee on school property, on school-
33 sponsored transportation, or during school-sponsored activities.
34
35 9. Use reasonable force to protect himself or herself or others from injury.

36
37 B. School Center Disciplinary Procedures

38
39 1. Approved School Disciplinary Policy

40
41 A written student disciplinary procedure, which shall be consistent with the terms of this Agreement,
42 Board Rules, and Administrative regulations, shall be developed in each school center. Such procedure
43 shall be formulated in conjunction with the Shared Decision Making Team or Alternative Governance
44 Management Team.

45
46 2. Right of Employee to Refer Students

47
48 An employee may send a student to the principal or his/her designee's office to maintain effective disci-
49 pline in the classroom. When a teacher is present in a classroom, the teacher will make the final decision
50 as to whether or not to refer the student. The principal shall respond by employing appropriate discipline-
51 management techniques consistent with the State's, the Board's, and that school's codes of student con-
52 duct.
53

1 3. Right of Appeal
2

3 Should a majority of the school's behavior committee, SDM or AGS team feel that the building level ad-
4 ministration is not consistently following the school's written disciplinary procedures, that team will have
5 the right to appeal those concerns directly to the Superintendent of Schools or his/her designee. Any al-
6 leged violations of the school's written disciplinary procedures will be subject to the Grievance and Ar-
7 bitration procedures outlined elsewhere in this Agreement.
8

9 C. Disruptive Students

10
11 1. General Guidelines Regarding Physical Force
12

13 Consistent with Federal and State and School Board Rules, an employee shall have the authority, while
14 on duty, to come into physical contact with a student or students to the degree necessary for the express
15 purpose of establishing or maintaining control of students. Such physical contact shall not be construed to
16 be corporal punishment.
17

18 2. Discipline Referral Form
19

20 The adopted standardized student discipline referral form (Appendix G) shall provide space for the refer-
21 ring party to note observations and to request specific action on the part of the Administrator. All disci-
22 pline referral forms will be returned to the referring employee within the next two school days following
23 submission to the principal stating the status of the pending or final action taken by the principal or des-
24 ignee. The employee will be provided with written notification of the final disposition of the case within
25 five school days of the occurrence.
26

27 3. Battery and/or Assault Upon an Employee
28

29 a. If a student commits an act of battery upon an employee, that student shall not return to that imme-
30 diate setting without that employee's prior consent.
31

32 (1). The principal shall report as soon as possible, but within 24 hours, to the Superintendent that
33 an assault or battery upon an employee has been reported to him/her. The principal shall in-
34 vestigate and file a complete report as soon as possible to the Superintendent. The full report
35 shall be signed by the employee to acknowledge that s/he has seen the report, and s/he may ap-
36 pend a statement to the report.
37

38 (2). The principal shall assist the employee in notifying the proper law enforcement officials.
39

40 b. An employee upon whom an act of battery or assault has been committed who presses charges
41 against his/her assailant shall have his/her days of court appearance designated as non-attendance
42 days with pay.
43

44 c. Any student found to have committed an act of battery upon an employee shall be recommended for
45 expulsion for the full extent permitted by law. Upon being charged with the offense, the student
46 shall be removed from that setting immediately, pending final disposition.
47

48 D. Staff Notification
49

50 1. Classified employees (where appropriate) will be informed as to any prior arrests and/or convictions of
51 which the Board has knowledge of students assigned to his/her supervision.
52

53 2. Classified employees (where appropriate) will be informed when any student has been moved into his/her
54 supervision due to those procedures outlined above.
55

1 E. False Accusations Against Employees

2
3 A recommendation for expulsion will be made for any student known to have intentionally made false accusa-
4 tions that jeopardizes the employment status or professional certification of an employee. It will be the em-
5 ployee's responsibility to develop such evidence. Nothing in this section should be construed to limit the em-
6 ployee's right to pursue civil remedies for such conduct.
7

8
9 **ARTICLE XXXII - TOBACCO POLICY**

- 10
11 A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or
12 leased to, the School Board.
13
14 B. Each cost center head shall establish an area on the cost center's campus to be the designated area for the use
15 of tobacco products. This designated area may not be contained within any building owned by, or leased to, the
16 School Board and may not be located in any area which is normally in view of students or the public.
17
18 C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco-free in accor-
19 dance with those procedures outlined in Article XXVIII and Appendix H of this Agreement.
20
21

22 **ARTICLE XXXIII - DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

23
24 A. Optional Participation

25
26 An employee's participation in the DROP is optional on the employee's part.
27

28 B. Employment Status

29
30 Employees who have elected to participate in DROP will be considered active employees of the Board while
31 awaiting separation. They will accrue all salaries and benefits consistent with other active employees.
32

33 C. Separation Date

34
35 An eligible employee may select a retirement date as provided by state law. A retirement date, once estab-
36 lished, may be changed in accordance with state law, but in no circumstances may an employee withdraw from
37 the DROP program once an initial retirement date is set.
38

39 D. Vacation Day Accruals

40
41 Any accrued vacation days (up to the cap of 500 hours) will be paid at the time the Board approves the em-
42 ployee's DROP application. Hours in excess of the 500 hour cap will remain in the employee's accrual. There
43 will be no second payoff of vacation days when the employee subsequently separates from service with the
44 Board. S/he may use any such accrued days for vacation purposes.
45

46 E. Sick Leave Accruals

47
48 1. Immediate Payment Option

49
50 The DROP participant may elect to receive his/her accrued sick leave (up to the 180 day cap, where ap-
51 plicable) at the time of his/her election to participate in the DROP. An employee electing this option may
52 receive up to 75% of his/her accrued days (at the rate governed by Florida Statute 231.40) as limited by
53 the sick leave cap (180 days, unless previously grandfathered). The number of days paid out, up to the
54 75% limit, will be selected by the employee. The remaining 25% of the employee's days will remain part
55 of the employee's sick leave accrual. Upon separation, an employee will receive a pay off of his/her re-
56 maining sick days (up to 25% of the sick leave cap, where applicable).

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2. Deferred Payment Option

The DROP participant may elect to receive all of his/her accrued sick leave (up to the sick leave cap) at the time of his/her separation from service. An employee electing this option will receive up to 100% of his/her accrued sick leave (at the rate governed by Florida Statute 231.40) up to the sick leave cap (180 days, unless previously grandfathered).

1 **Appendix A - Salary Schedules**
 2

OFFICE STAFF SALARY SCHEDULE					
STEP	INDEX	S1	S2	S3	S4
1	1.00	9.80	10.21	11.49	14.39
2	1.03	10.10	10.52	11.83	14.83
3	1.06	10.39	10.82	12.18	15.25
4	1.09	10.69	11.13	12.53	15.69
5	1.12	10.97	11.44	12.86	16.12
6	1.15	11.27	11.76	13.20	16.55
7	1.18	11.56	12.06	13.56	16.98
8	1.21	11.86	12.36	13.90	17.41
9	1.24	12.16	12.67	14.24	17.85
10	1.27	12.44	12.96	14.59	18.28
11	1.30	12.75	13.28	14.93	18.72
12	1.33	13.04	13.58	15.27	19.14
13	1.36	13.34	13.89	15.64	19.57
14	1.39	13.62	14.19	15.97	19.99
15	1.42	13.92	14.49	16.30	20.43

3
 4 **Group S1 - Clerk/Receptionist**

5 School Clerk, Receptionist, Attendance Clerk, Copy Machine Operator, Production Clerk, Switchboard Op-
 6 erator, Secretary/Bookkeeper Assistant, Dispatcher/Clerk.

7
 8 **Group S2 - General Secretary**

9 School Secretary other than Secretary to Principal or Director, Elementary/Middle School Bookkeeper.

10
 11 **Group S3 - Principal's/Director's Secretary**

12 Secretary to Principal or Director, Central Office Non-degreed Accountant, High School Bookkeeper.

13
 14 **Group S4 - Technical/Clerical**

15 Central Office Degreed Accountant.

16
 17 **Required Qualifications:**

18 Must be able to demonstrate proficiency in secretarial skills.

19 Accountants will participate in the bookkeeping test and score in the 90th percentile prior to employment.

20
 21 All secretarial staff shall be tested prior to employment or transfer to such position and meet the following
 22 minimum typing requirements:

23
 24 S1 20 net words per minute

25 S2 50 net words per minute

26 S3 60 net words per minute

27
 28 All bookkeepers and accountants shall be tested prior to employment or transfer to such position and shall pass
 29 the bookkeeping test with the following minimum scores:

30
 31 Elementary School Bookkeeper or Secretary/Bookkeeper 80%

32 Middle School Bookkeeper 85%

33 High School Bookkeeper or Accountant 90%

1

PARA/AIDE SALARY SCHEDULE				
STEP	INDEX	A1	A2	A3
1	1.00	6.31	8.29	10.67
2	1.03	6.53	8.54	10.99
3	1.06	6.70	8.80	11.31
4	1.09	6.89	9.04	11.62
5	1.12	7.09	9.28	11.95
6	1.15	7.27	9.53	12.27
7	1.18	7.47	9.78	12.60
8	1.21	7.66	10.03	12.91
9	1.24	7.82	10.29	13.22
10	1.27	8.03	10.54	13.55
11	1.30	8.22	10.78	13.87
12	1.33	8.40	11.04	14.19
13	1.36	8.60	11.27	14.50
14	1.39	8.80	11.52	14.84
15	1.42	8.99	11.78	15.16

2

3

Group A1 - Monitors

4

Campus, Cafeteria and/or Playground Monitors. May be assigned part time responsibilities for operating photocopying equipment and minor clerical tasks under the supervision of a teacher or secretary. Must be a high school graduate or equivalent.

5

6

7

8

Group A2 - Teacher Assistants

9

Perform tasks assisting certified staff members in the classroom setting. The teacher aide is under the direct supervision of the teacher and does not routinely operate independently. Also included in this category are clinic aides, security aides, and ESE classroom aides.

10

11

12

13

Group A3 - Paraprofessionals

14

Generally work independently, under the indirect supervision of a certified staff member. Perform specialized tasks that may require special skills and licensure. The Paraprofessional is in contact with students 90% of the time. Included are Physical Education aides, COTAs, aides who interpret for the deaf, ESOL aides, preschool and child care aides and other aides holding positions requiring CDA licensure.

15

16

17

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19

All A3 positions will require that the person holding that position possess either an AA degree or its equivalent (60 undergraduate semester hours in an accredited college or university), CDA certification, or a state-approved CDA waiver. This requirement will be waived in the case of those positions requiring those special skills enumerated on the new salary schedule. Formerly grandfathered A3 aides who have not completed an AA degree or its equivalent will continue to be grandfathered for purposes of determining an employee's qualifications for an A3 position.

20

21

22

23

24

25

Implementation:

26

Work year:

27

Group A1 - 180 days + 6 holidays = 186 days.

28

Groups A2 and A3 - 190 days + 6 holidays = 196 days.

29

30

31

All A2 or A3 aide positions will be either four hours or seven hours daily. No fractional units other than four hours daily will be allowed.

32

1

MANAGEMENT INFORMATION SERVICES					
STEP	INDEX	MIS1	MIS2	MIS3	MIS4
1	1.00	10.33	13.63	15.20	16.81
2	1.03	10.63	14.05	15.66	17.33
3	1.06	10.93	14.45	16.11	17.84
4	1.09	11.26	14.87	16.56	18.33
5	1.12	11.56	15.27	17.01	18.83
6	1.15	11.88	15.69	17.47	19.34
7	1.18	12.18	16.10	17.92	19.84
8	1.21	12.50	16.51	18.38	20.36
9	1.24	12.81	16.92	18.84	20.87
10	1.27	13.11	17.33	19.29	21.36
11	1.30	13.42	17.74	19.75	21.87
12	1.33	13.73	18.14	20.21	22.37
13	1.36	14.05	18.53	20.66	22.87
14	1.39	14.36	18.94	21.12	23.38
15	1.42	14.66	19.36	21.56	23.89

2

3 Group MIS 1 - Data Entry

4

Data Entry and Help Desk Personnel, Registrars, Technology Support Aides.

5

6

Group MIS 2 - Technical Support

7

Main Frame Computer Operators and Software Support.

8

Computer Assisted Design Technician.

9

10

Group MIS 3 - Technical Support Specialist

11

Supervisors of Technical Support Personnel.

12

13

Group MIS 4 - Programmers

14

Computer Programmers.

15

Computer Network Manager.

1

CUSTODIAL SERVICES		
STEP	INDEX	CS 1
1	1.00	8.82
2	1.03	9.07
3	1.06	9.34
4	1.09	9.61
5	1.12	9.87
6	1.15	10.13
7	1.18	10.40
8	1.21	10.67
9	1.24	10.92
10	1.27	11.20
11	1.30	11.46
12	1.33	11.72
13	1.36	11.99
14	1.39	12.25
15	1.42	12.53

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Group CS1 - Custodial

Included in this schedule are day shift custodians.

This is also the base schedule from which all other custodial pay schedules are derived according to the following formulae:

Second Shift (beginning after 12:00 noon) - CS1+5%

Third Shift (beginning after 10:00 pm) - CS1+10%

Head Custodian of Smaller Schools (less than 8 custodians as per DOE five factor formula recommendation) - CS1+15%

Head Custodian of Large School (8 or more custodians as per DOE five factor formula recommendation) - CS1+30%

Senior Head Custodian - CS1+35%

(Second and Third Shift differentials are added to Head Custodian and Senior Head Custodian formulas.)

Late Shift Lead Custodians: An additional \$10 per month paid to late shift lead custodians.

Each employee will be credited with a uniform allowance equal to the value of five uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.

1

MAINTENANCE				
STEP	INDEX	M1	M2	M3
1	1.00	10.90	12.03	13.64
2	1.03	11.24	12.38	14.06
3	1.06	11.56	12.73	14.46
4	1.09	11.89	13.10	14.88
5	1.12	12.21	13.47	15.28
6	1.15	12.55	13.83	15.70
7	1.18	12.87	14.18	16.11
8	1.21	13.18	14.54	16.52
9	1.24	13.53	14.91	16.93
10	1.27	13.85	15.26	17.34
11	1.30	14.18	15.64	17.75
12	1.33	14.49	16.00	18.17
13	1.36	14.84	16.35	18.54
14	1.39	15.17	16.70	18.95
15	1.42	15.48	17.07	19.37

2

3

Group M1

4

Groundsperson, Deliveryperson, Printer, Warehouseperson, Mechanic's Helper, Fuel Handler, Security Monitor, Air Conditioning Filter Changer, Mail Room Clerk

5

6

7

Group M2

8

Utility Maintenance, Small Engine Repair, Equipment/Appliance Repair, Carpenter, Welder/Fabricator, Locksmith, Painter, Pest Control Technician, Offset Press Operator, Upholstery Repair, Flooring/Tile

9

10

11

Group M3

12

Electrician, HARV Technician, Plumber, ASE Certified Mechanic, Food Service Equipment Repair, Cabinet Maker, Telecommunications Technician, Computer Equipment Repair Technician, Inventory Control Technician.

13

14

15

Lead Man - Appropriate schedule + 10%

16

17

Implementation:

18

19

1. Tool Allowance: \$200.00 allowance paid once annually to maintenance employees certified as eligible by Supervisor of Maintenance Department.

20

21

22

2. Uniforms: Each employee will be credited with a uniform allowance equal to the value of five uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.

23

24

25

1

FOOD SERVICE				
STEP	INDEX	FS1	FS2	FS3
1	1.00	7.03	7.55	8.32
2	1.03	7.23	7.77	8.57
3	1.06	7.45	8.00	8.82
4	1.09	7.66	8.22	9.07
5	1.12	7.86	8.45	9.32
6	1.15	8.08	8.68	9.57
7	1.18	8.29	8.90	9.82
8	1.21	8.50	9.13	10.07
9	1.24	8.71	9.35	10.32
10	1.27	8.91	9.58	10.57
11	1.30	9.14	9.81	10.82
12	1.33	9.34	10.03	11.07
13	1.36	9.55	10.26	11.32
14	1.39	9.76	10.49	11.57
15	1.42	9.98	10.72	11.82

2

3 Group FS1 - Food Service Assistant I (Food Service Worker)

3

4 Group FS2 - Food Service Specialist (grandfathered employees only)

4

5 Group FS3 - Food Service Assistant II (Main Dish Cook)

5

6 Food Service Manager Intern - FS3 schedule + 7%

6

7 Food Service Manager:

7

8 0 - 400 meals - FS3 schedule + 30%

8

9 401 - 800 meals - FS3 schedule + 35%

9

10 More than 800 meals - FS3 schedule + 42%

10

11

12 Implementation:

12

13 1. An employee who advances from one lane to another shall retain his/her step placement.

13

14 2. The hourly rate for food service catering is \$10.00, except in a case where overtime in excess of 40 hours is applicable.

14

15 3. Each employee will be credited with a \$135 uniform allowance per year. Employees may purchase apparel as needed from a designated utilizing their uniform allowance. Any items purchased with the clothing allowance must be part of the FNS uniform.

15

16

17

18

19

20

21

22 The following provisions are specific to the January, 1999, Agreement only:

22

23 1. All employees paid on the FS2, FS3, or FS4 pay lane as of the implementation date of this Agreement will remain on their former step and will move to the new FS1, FS2, or FS3 pay lane, respectively.

23

24

25

26 2. Employees paid on the FS1 pay lane at the time of implementation of this Agreement will be placed on a step of the new FS1 pay lane so as to guarantee that employee the following minimum raise:

26

27

28

Date of Hire	Minimum
--------------	---------

29

7/1/96 to present	10%
-------------------	-----

30

7/1/94 to 6/30/96	12%
-------------------	-----

31

7/1/92 to 6/30/94	14%
-------------------	-----

32

1	7/1/90 to 6/30/92	16%
2	7/1/88 to 6/30/90	18%
3	7/1/86 to 6/30/88	20%

- 4
- 5 3. All salary increases will be retroactive to July 1, 1998 (not including any summer school employment).
6 There will be no retroactivity for former employees, who are no longer employed as of the implementa-
7 tion date of this Agreement. In addition, there will be no retroactivity on the longevity and bonus pay-
8 ments for the 1998-99 school year.
- 9
- 10 4. The parties agree that this Agreement represents a full and complete settlement of any claims for back
11 pay for employees paid on the former FS1 pay lane for a period longer than their probationary period.

12

13 Salary Supplements

- 14 1. Employees receiving grandfathered salary supplements due to completion or partial completion of the
15 Oregon Series will continue to receive such grandfathered payments.
- 16
- 17 2. Employees will receive an annual salary supplement of \$750 for completion of an Associates Degree in
18 Food Service Management or Business Management.
- 19
- 20 3. Employees will receive an annual supplement of \$1,500 for a Bachelor's Degree in Management or Food
21 Service related programs.

1

TRANSPORTATION				
STEP	INDEX	T1	T2	T3
1	1.00	8.29	9.97	11.25
2	1.03	8.54	10.28	11.59
3	1.06	8.80	10.58	11.92
4	1.09	9.04	10.86	12.26
5	1.12	9.28	11.17	12.61
6	1.15	9.53	11.48	12.93
7	1.18	9.78	11.78	13.28
8	1.21	10.03	12.07	13.61
9	1.24	10.29	12.36	13.94
10	1.27	10.54	12.67	14.29
11	1.30	10.78	12.96	14.62
12	1.33	11.04	13.25	14.95
13	1.36	11.27	13.57	15.29
14	1.39	11.52	13.87	15.65
15	1.42	11.78	14.16	15.97

2

3 Group T1 - School Bus Attendants

4

5 Group T2 - School Bus Drivers

6

7 Group T3 - Route Coordinators/Safety Officers

8

9 Implementation:

10

11 1. Work year:

12

12 months for Route Coordinators and Safety Officers.

13

August through close of school for Drivers: 180 days plus 6 holidays, plus one week of safety school.

14

15

16 2. Working hours:

17

20 hours minimum per week for bus drivers and attendants of regular routes (T1).

18

40 hours per week for Route Coordinators and Safety Officers.

19

20 3. Health examinations are required at the beginning of employment; annually thereafter.

21

22 4. A Commercial Driver's License (CDL) is required of all bus drivers at the beginning of employment, to be reimbursed by the School Board after three months of continuous employment.

23

24

25 4. Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.

26

27

1

SPECIALISTS			
STEP	INDEX	SPEC 1	SPEC2
1	1.00	15.30	16.65
2	1.03	15.76	17.15
3	1.06	16.22	17.64
4	1.09	16.68	18.17
5	1.12	17.15	18.67
6	1.15	17.60	19.16
7	1.18	18.05	19.66
8	1.21	18.51	20.15
9	1.24	18.96	20.63
10	1.27	19.43	21.14
11	1.30	19.90	21.65
12	1.33	20.36	22.14
13	1.36	20.82	22.65
14	1.39	21.28	23.15
15	1.42	21.75	23.63

2

3

Group SPEC1

4

Positions requiring RN degree and other Technical/Professional Personnel

5

6

Group SPEC2

1 Longevity Schedule
2

Classified Longevity Schedule

	Percentage of Base Salary
16 to 18 years	3%
19 to 21 years	6%
22 to 24 years	9%
25 to 27 years	12%
28+ years	15%

- * Longevity is computed by multiplying that percentage shown above by the Step 1 amount (annualized) in any given salary lane
- * Longevity payments are added to the regular salary amount and are based upon years of service in the Sarasota County School District.
- * Longevity payments will apply towards retirement credit.

3
4
5 Longevity Implementation:
6

- 7 a. Employees receiving longevity payments under the former classified longevity payment system will continue
8 to have the dollar value of the payment frozen until such time as the payment would be greater under the new
9 system. No employee will receive a decrease in his/her longevity payment due to the implementation of these
10 procedures.
- 11 b. Longevity payments will be based upon total time of employment as an appointed employee (except as modi-
12 fied below) with the School Board of Sarasota County as a member of either the classified or instructional bar-
13 gaining units. It will be the employee's responsibility to apply for the recapture of prior service time in cases
14 where service has been broken.
- 15 c. For purposes of determining the length of continuous service for longevity purposes, an employee must have
16 worked in an active duty capacity, one day more than one-half of normal work year. Multiple partial years of
17 service may not be combined. Active service is defined to include time on duty plus any time the employee is
18 on any form of paid leave or worker's compensation leave.
- 19 d. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the re-
20 spective agreements) by the Step 1 amount of the employee's present salary lane.
- 21 e. Each employee must have entered the appropriate longevity salary grouping by October 1 of any given school
22 year in order to qualify for that grouping's bonus payment. For example, for an employee to qualify for the 19
23 to 21 year grouping, s/he must have started his/her 19th year of service prior to October 1.
- 24 f. Less than full time employees during the year of the payment will receive the appropriate longevity payment
25 pro-ration.
- 26 g. Longevity payments will be considered as salary for purposes of the Florida Retirement System.
- 27 h. Longevity payments will be made in December of each year.
- 28 i. Longevity payments will be taxed at the normal lump sum distribution level, as required by the present IRS
29 Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion most fa-
30 vorable to the majority of bargaining unit employees.
- 31
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- 1 j. Longevity payments will be based upon a normal work year. Summer school service and extra duty days will
2 not apply in that calculation.
3
- 4 k. Any employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given school
5 year to be eligible to receive his/her longevity payment. Employees who separate from service from the Board
6 prior to December 1 of any given school year will not be eligible to receive that year's longevity payment.

1 **APPENDIX B - FOOD AND NUTRITION SERVICES CAREER LADDER**

2
3 **ITEM I: CAREER LADDER PROGRAM**

4
5 The Food and Nutrition Services Career Ladder Program appears in its entirety, below. The Career Ladder Program
6 is intended to provide an upward mobility career ladder for all Food and Nutrition Services employees. Vacancies in
7 positions shall only be filled with those employees who have successfully completed the Career Ladder Program as
8 specified below. (See Promotion Criteria)

9
10
11 **ITEM II: IMPLEMENTATION**

- 12
13 1. Classes will be filled with employees on the basis of system-wide seniority. The Board agrees to offer at least
14 two Career Ladder courses each school year (on a rotating basis). In addition, the Board will offer the Founda-
15 tions of School Food Service and Equipment Use and Care courses at least once each school year and upon
16 sufficient demand (15 or more students).
17
18 2. Employees may not "test out" or use outside experience in lieu of taking the prescribed course work as out-
19 lined above.
20
21

22 **ITEM III: SALARIES**

23
24 Any employees classified as assistant managers at the time of the original implementation date of this Appendix will
25 be permanently grandfathered in that salary classification and will be the employees offered the first opportunity to
26 enroll in any subsequent Manager Intern Program.
27

28 Upon successful completion of the required course work (Equipment Use and Care and Foundations of Food Serv-
29 ices) or at the end of the second year of employment (whichever comes first) employees will progress to the next step
30 on the salary schedule. Any such step movement will be made retroactive to the date of completion of the recom-
31 mended course work.
32
33

34 **ITEM IV: FOOD AND NUTRITION SERVICES JOB DESCRIPTIONS**

35
36 **Food Service Assistant I:**

- 37 1. Prepares all food items as directed.
38 2. Performs serving tasks as assigned.
39 3. Performs cleaning and sanitation tasks as assigned.
40 4. Performs storage and inventory tasks as assigned.
41 5. Performs cash collection tasks as assigned.
42 6. Operates food service equipment in accordance with appropriate procedures.
43 7. Encourages and supports student and staff participation in the Food and Nutrition Services Program.
44 8. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by
45 the situation.
46

47 **Food Service Assistant II:**

- 48 1. Prepares the main entrees and other food items, and monitors the preparation of other food items as as-
49 signed, following standardized recipes.
50 2. Performs serving tasks as assigned.
51 3. Plans for food needs for following day, and assembles products as required.
52 4. Performs cash collection tasks as assigned.
53 5. Reports daily food amounts utilized.
54 6. Inspects and assists in proper food storage of food and supplies.
55 7. Assists with record keeping and inventory tasks.

8. Operates food service equipment in accordance with appropriate procedures, and assists in training of less experienced or qualified personnel regarding equipment use.
9. Assists in training of less experienced or qualified personnel regarding food preparation.
10. Assists management in building in maintaining a high level of productivity and efficiency in the kitchen.
11. Maintains effective operation of the kitchen in the temporary absence of the Manager.
12. Encourages and supports student and staff participation in the School Food and Nutrition Services Program.
13. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by situation.

10
11 **Manager Intern:**

- 12 1. Prepares for position of Manager and performs all related duties by completing requirements of the Manager Intern program. (See Item V: Food and Nutrition Services Job Qualifications.)
- 13 2. Assists the Food and Nutrition Services Manager in the daily operation of the School Lunch Program consistent with Federal, State and County regulations.
- 14 3. Directs and assists the cafeteria personnel as prescribed by the Manager, and consistent with the negotiated agreement in the following areas:
- 15 a. Preparation
- 16 b. Serving
- 17 c. Cash collection
- 18 d. General housekeeping
- 19 e. Sanitation and cleanliness
- 20 4. Assists Manager in record keeping, preparation of work schedules, and implementation of central menu.
- 21 5. Assists in on-the-job training of new employees.
- 22 6. Assists in receiving of goods and supplies.
- 23 7. Follows FIFO (First In, First Out) concept of inventory rotation, management and control.
- 24 8. Assists in record keeping.
- 25 9. Maintains reports and invoices.
- 26 10. Assists in ordering food and supplies.
- 27 11. Shall learn all aspects of the school's food service operation to ensure that a high level of productivity and service is accomplished in an efficient and cost-effective manner.
- 28 12. Serves as a proponent of Food and Nutrition Services in his/her school to encourage student and staff participation in the Food and Nutrition Services Program.
- 29 13. Performs other duties as assigned by the Manager or as dictated by the situation.
- 30 14. Rotates among schools to gain experiences as requested by Director of Food and Nutrition Services.

36
37 **Food Service Manager:**

- 38 1. Supervises and organizes a Food and Nutrition Services Program within a school center(s).
- 39 2. Directs the on-the-job training program at his/her work site.
- 40 3. Orders supplies and food stocks needed to comply with the bids and centralized menu; checks in deliveries; approves invoices for payment; directs proper storage and inventories for all supplies and food stocks received.
- 41 4. Manages, orients, and provides objective feedback for employees in the general performance of their duties.
- 42 5. Develops a work schedule for all cafeteria personnel.
- 43 6. Compiles reports as required for the operation of the program and are responsible for cash receipts and accounting for receipts, including free and reduced price meals.
- 44 7. Utilizes cost control procedures to avoid unwarranted operating costs and stays within budget restraints.
- 45 8. Follows cash collection procedures and deposits money as required by School Board policy.
- 46 9. Maintains a safe and orderly work environment.
- 47 10. Submits requisitions for repair and maintenance of equipment when necessary. Recommends purchase of new equipment or replacement of equipment.
- 48 11. Manages all aspects of the school's food service operation to ensure that a high level of productivity and service of food is accomplished in efficient and cost-effective manner.
- 49 12. Works with the Director of Food and Nutrition Services and/or designee to build and maintain an efficient food service program.

- 1 13. Cooperates with the school principal and other departments to provide optimal food services at the school
- 2 and to further the food service program as an educational asset to the school program.
- 3 14. Serves as a proponent of Food and Nutrition Services and their school to encourage student and staff par-
- 4 ticipation in the Food and Nutrition Services program.
- 5 15. Promotes good public relations and nutrition education at the school center.
- 6 16. Performs other duties as assigned by the Director and/or designee, or as dictated by the situation.
- 7
- 8

9 ITEM V: FOOD SERVICE JOB QUALIFICATIONS

10
11 Food Service Assistant I:

- 12 1. Physical examination.
- 13 2. Fingerprinting.
- 14 3. Chest X-ray or tuberculin test.
- 15 4. Eighth grade education with ability to follow directions in English.
- 16 5. Knowledge of the importance of sanitation and safety in a quantity food service establishment.
- 17

18 Food Service Assistant II:

- 19 1. Meets all requirements established for a Food Service Assistant I.
- 20 2. Minimum of one year experience as Food Service Assistant I.
- 21 3. The following courses must be taken and passed before application can be made for Food Service Assis-
- 22 tant II.
 - 23 a. Quantity Food production.
 - 24 b. Equipment Use and Care.
 - 25 c. Foundations of Food Service.
 - 26 d. Computer Applications.
- 27

28 Manager Intern:

- 29 1. Meets all requirements established for a Food Service Assistant II.
- 30 2. Minimum of one year experience as a Food Service Assistant II.
- 31 3. All courses required for a Food Service Assistant II must be completed. The following courses must be
- 32 taken and passed before application can be made for Food Service Manager Intern.
 - 33 a. Nutrition Education.
 - 34 b. Customer Satisfaction and Public Relations.
- 35 4. Interviews for position, based upon need of projected open managerial positions.
- 36 5. Attends classes given by Director of Food and Nutrition Services and/or designee. Takes and passes
- 37 courses in "Catering" designed for Food and Nutrition Services professionals.
- 38 6. Obtains field experience by working with managers at the elementary, middle and high school levels.
- 39 7. Upon successful completion of Manager Intern Program, is qualified for a position of Food and Nutrition
- 40 Services Manager.
- 41

42 Food Service Manager:

- 43 1. High School diploma.
- 44 2. Ability to supervise personnel.
- 45 3. Successful completion of the Food and Nutrition Services Manager Intern Program.
- 46
- 47

48 ITEM VI: PROMOTIONS

49
50 Promotion to Manager shall conform to the following criteria:

51
52 Manager

- 53 1. Must have completed the Career Ladder Program through the Manager level.
- 54
- 55 2. Successful completion of the Food and Nutrition Services Manager Intern Program the duration of which
- 56 shall be no less than three months nor more than ten months (exclusive of summer school and summer re-

1 cess) during which time they will work for one semester as a Food and Nutrition Services manager
2 trainee in multiple work sites. During this period, the Manager Intern will be afforded assistance as re-
3 quested. Should an employee fail to successfully complete the Food and Nutrition Services Manager
4 Trainee program, s/he will be returned to his/her former position without prejudice and will remain eligi-
5 ble for a future appointment to a Food and Nutrition Services Manager Intern position.
6

- 7 3. As soon as practicable following an official action of the School Board which results in a Food and Nu-
8 trition Services Manager vacancy, the position shall be advertised as follows:
- 9 a. The Human Resources Department shall prepare an announcement including an outline of the job
10 description of the vacancy and cause it to be posted prominently at all cost centers in the Sarasota
11 County School System.
 - 12 b. The Director of Food and Nutrition Services shall review all applications to confirm that the mini-
13 mum requirements are met by the applicants. Only applicants whose credentials meet those mini-
14 mum requirements may be eligible.
 - 15 c. The position will be offered to the most senior candidate who has met those qualifications specified
16 above.
 - 17 d. Each new manager will be given a 90-day probationary period in their new position. During this pe-
18 riod the new manager will be afforded assistance as requested. Failure of the probationary period
19 will only be for good cause. Should a new manager not successfully complete his/her probationary
20 period, s/he will be returned to his/her former position without prejudice and will remain in the pool
21 of qualified manager applicants. A manager who is unsuccessful in two probationary periods will be
22 removed from the pool.
23

24

25 ITEM VII: TRANSFERS

26

27 Voluntary Transfers

28

29 Transfer Between Work Sites

30 Voluntary transfers between work sites will be filled in accordance with those procedures outlined in Article
31 XIV (Transfers/Promotions) or elsewhere in this Appendix.
32

33 Transfers Within Work Sites

34 Any reassignments within a given work site (including a decrease in hours) will be offered to the most senior
35 employee at that work site and so on down the seniority list. If no employee volunteers for the reassignment in
36 question, it may be assigned to the least senior employee in that job classification at that work site. No ap-
37 pointed employee will work fewer than four hours daily.
38

39 Involuntary Transfers

40 Involuntary transfers will be made within the guidelines specified in Article XV (Reduction in Force) of this
41 Agreement.
42

43

44 ITEM VIII: TRAVEL

45

46 When Food and Nutrition Services employees are required to travel between two work sites, they will be compen-
47 sated for their expenses on a per mile basis at the prevailing State rates. Wherever possible, their work assignments
48 will be selected in such a fashion as to minimize the distance between work sites.
49

50

51 ITEM IX: EXTRA DUTY DAY ASSIGNMENTS

52

53 Extra duty assignments (including catering) will be assigned on a rotating seniority basis for the employees at the
54 work site at which the extra duty assignment is to be performed. Each employee assigned an extra duty must have
55 the necessary qualifications for the duty in question. The hourly rate of pay for all Food and Nutrition Services extra
56 duty assignments will be \$10 per hour.

1 **APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM**

2
3 A. Appointed custodians have the opportunity to bid on schedules two times per year at specified meetings. Sen-
4 iority will determine job selection.

5
6 B. DOE Professional Custodial Training Program (80% passing grade with demonstrated skills in class 3,4,6,7).

7
8 **Course Requirements:**

9
10 **Achievement - Certified Custodian Certificate**

11 Class #1 The Professional Custodian6 hours
12 Class #2 Safety in School Operations6 hours
13 Class #3 Sanitation and School Housekeeping12 hours
14 Class #4 Floor and Carpet Care for Schools18 hours
15 Class #5 Custodial Essentials Part A18 hours
16 TOTAL60 hours

17
18 **Achievement - Master Custodian Certificate**

19 Class #1-5 and 6,7,8
20 Class #6 Minor Maintenance and Climate Support:
21 Structure and Energy Conservation for the
22 School Custodian18 hours
23 Class #7 Grounds Care for Schools12 hours
24 Class #8 Custodial Essentials Part B18 hours
25 TOTAL48 hours

26
27 **Master Custodial Certificate**

28 Classes #1 - 560 hours
29 Classes #6 - 842 hours
30 TOTAL 108 hours

31
32 **Leadership Training (Interaction Management Training):**

33 1. Interaction Management2 hours
34 2. Improving Employee Performance4 hours
35 3. Improving Work Habits4 hours
36 4. Maintaining Improved Performance4 hours
37 5. Utilizing Effective Follow-Up Action4 hours
38 6. Handling Employee Complaints4 hours
39 7. Delegating Responsibility4 hours
40 8. Overcoming Resistance to Change4 hours
41 9. Reducing Tardiness4 hours
42 TOTAL34 hours

43
44 C. Achievement - Head Custodian Familiarization Training 80% passing grade in 24 hour classroom setting with
45 demonstrated skills in hands-on activities.

46 TOTAL 24 hours

47
48 D. After achieving the Master Custodial Certificate, one of two paths may be selected.

49 1. Leadership Development Training - 34 hours with completion grade of 80% or higher.

50 2. Skill Program

51
52 a. Optional career pattern for Skilled Trade position.
53
54

1 E. Internship Program

- 2
3 1. Work at specific school sites as acting Head Custodian or for relief purposes. An evaluation period to
4 determine skills will be given prior to successful completion of the program. The evaluation period will
5 be no more than one year after they have entered the Internship Program.
6

7 F. Head Custodian Position - offered to most senior employee who has successfully completed Internship Pro-
8 gram.

- 9
10 1. Employee will attend designated continuing education programs annually to retain Head Custodian status.
11

12 G. Leadership Development/Technical Training - 60 hours with 80% or higher completion grade.

13
14 H. Senior Head Custodian - offered to most senior Head Custodian who has responded to the posting.

- 15
16 1. Employee will attend designated continuing education programs annually to retain Senior Head Custodian
17 status.
18
19

20 IMPLEMENTATION

21
22 Upon Board approval the administration shall take the following action:

- 23
24 1. Notify all custodial employees about the Custodial Advancement Program.
25
26 2. In conjunction with the Union, establish an "Appeals Panel" to resolve issues arising out of the Custodial Ad-
27 vancement Program.
28
29 3. Classes shall be filled in the following manner:
30
31 a. Those employees needing a particular course commensurate with their duties shall be afforded first prior-
32 ity. In case of class overload, the employee with the most seniority shall be selected for that class.
33
34 b. Senior Head Custodians and Head Custodians needing the CAP shall be afforded initial priority to attend
35 classes upon implementation of the program.
36
37 c. Release time, if required, shall be provided for CAP participants to attend classes without loss of pay.
38
39

40 PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

- 41
42 1. Notification of courses offered will be sent out by the staff of the Professional Development Center (PDC).
43 This information shall include, but not be limited to, the following:
44 Time, place, number of hours, course number, brief description of the course, class size and name of instructor.
45
46 2. Interested parties must register with the PDC to insure space available. Applicants shall be selected on a first
47 come - first served basis, except as outlined in number 3 below.
48
49 3. Those employees nearing completion of a required and approved program and/or needing a particular course
50 commensurate with their duties shall be afforded first priority.

1 COURSE DESCRIPTIONS

2
3 Sanitation and School Housekeeping 12 hours

4 This training manual includes basic material in the subject areas of:

- 5 bacteriology
- 6 germicidal - detergents
- 7 special cleaning agents
- 8 spot and stain removal technique
- 9 sanitation tools and supplies
- 10 toilet fixtures, surfaces, and finishes
- 11 sanitizing methods and procedures
- 12 soils and surfaces
- 13 housekeeping cleaning methods
- 14 pest control

15 Class size maximum - 30

16
17 Floor and Carpet Care 18 hours

18 This course covers all types of floors and carpets and the care required for each type such as:

- 19 sweeping
- 20 dust mopping
- 21 vacuuming, wet and damp mopping
- 22 scrubbing
- 23 stripping
- 24 rinsing
- 25 sealing
- 26 waxing
- 27 sanding
- 28 spot and stain removal
- 29 shampooing
- 30 spray buffing
- 31 refinishing

32 The class uses visual aids, class discussion participation, and demonstrations.

33 Class size maximum - 30

34
35 Safety in School Operations 6 hours

36 An outline of this material is:

- 37 philosophy and laws
- 38 accidents and reporting
- 39 personal safety:
 - 40 conditions
 - 41 factors
 - 42 object handling
 - 43 protective devices
 - 44 special equipment
- 45 building safety:
 - 46 structural systems
 - 47 mechanical systems
 - 48 electrical systems
- 49 fire safety
- 50 housekeeping safety
- 51 grounds safety: site and physical traits
- 52 student safety
- 53 hand tool safety
- 54 First Aid

55 Class size maximum - 30

1 The Professional School Custodian 6 hours

2 Topics discussed are:

3 school CAP for the custodian

4 selecting the custodian

5 good public relations

6 human relations

7 employer/employee relations

8 legal and ethical aspects

9 structure of custodial responsibilities

10 Board policy

11 administrative regulations

12 custodial handbook

13 decision making

14 custodian's relations with general public

15 custodian's relations with employees

16 custodian's role in management

17 communications and responsibilities

18 training new employees

19 Class size maximum - 30

20

21 Minor Maintenance for Custodians and Climate Support:

22

23 Structure and Energy Conservation 18 hours

24 The course content includes:

25 defining minor maintenance

26 basic electricity: sources, tools, equipment

27 basic carpentry: tools, equipment, job procedures

28 basic plumbing: tools, equipment, job procedures

29 painting: tools, equipment, job procedures

30 masonry: tools, equipment, job procedures

31 Class size maximum - 30

32

33 Grounds Care for Schools 6 hours

34 Course Content includes:

35 good grounds care

36 lawns: grasses, soil, mowing, disease, fertilizing, watering

37 recreation areas

38 shrubbery

39 trees

40 equipment

41 pest control

42 Class size maximum - 30

43

44 Custodial Essentials - Part A 18 hours

45 This course is a condensed version of classes 1-4.

46 Class size maximum - 40

47

48 Custodial Essentials - Part B 18 hours

49 This course is a condensed version of classes 6 and 7.

50 Class size maximum - 40

51

52 Interaction Management, The Challenge of Leadership 2 hours

53 This is an introductory module dealing with the Key Principles of the Interaction Management Training Pro-

54 gram. The focus is the leadership role of the Head Custodian.

- 1 Improving Employee Performance 4 hours
- 2 As a director of work activities, one of the Head Custodian/Senior Head Custodian's major responsibilities is
- 3 keeping the output of the employees in the work group at certain standards of quality and quantity. To meet the
- 4 goals/standards established for the job, each employee must be willing to do his/her share. When an employee
- 5 is under-performing, the Head Custodian/Senior Head Custodian should take action. The key is to handle the
- 6 discussion with the employee in such a manner that s/he is motivated to improve performance. The employee
- 7 must be motivated. There is no other way to successfully improve the performance of the work group.
- 8 Class size maximum - 12
- 9
- 10 Improving Work Habits 4 hours
- 11 Directors of work activities are often faced with the problem of an employee who is developing a poor work
- 12 habit, such as sloppy housekeeping, inappropriate dress, unsafe procedures, improper use of the telephone, late
- 13 reports, etc. A poor work habit which develops in one employee may spread to the rest of the work group.
- 14 Therefore, it must be handled immediately and effectively. A poor work habit should be dealt with as soon as it
- 15 appears because habits are much easier to change as they are developing than after they have become estab-
- 16 lished. The effective Head Custodian/Senior Head Custodian notices the work habits of the employees in the
- 17 work group. When an employee starts to develop a poor work habit, the Head Custodian/Senior Head Custodian
- 18 takes immediate action to change the habit before it becomes a bigger problem.
- 19 Class size maximum - 12
- 20
- 21 Maintaining Improved Performance 4 hours
- 22 When an employee's performance improves, it is imperative that the Head Custodian acknowledge that im-
- 23 provement in a way that will encourage the employee to maintain the improvement. While it may seem easy to
- 24 encourage employees to maintain improvement, it is really a very difficult situation to handle effectively. Poor
- 25 handling of this situation can be seen by the employee as an insincere compliment. Insincerity (either real or
- 26 perceived) will not encourage the employee to maintain the improved performance.
- 27 Class size maximum - 12
- 28
- 29 Utilizing Effective Follow Up Action 4 hours
- 30 When an employee's unsatisfactory performance or poor work habit continues even after discussions of the
- 31 problem, the Head Custodian needs to take action. This module will help build the skills to conduct effective
- 32 follow-up discussions, giving the employees another chance to solve the problem before disciplinary action is
- 33 taken.
- 34 Class size maximum - 12
- 35
- 36 Handling Employee Complaints 4 hours
- 37 Every employee has a complaint from time to time. Sometimes the Head Custodian can take actions which will
- 38 resolve the complaint; at other times he/she can do little more than listen to the complaint. At all times it is im-
- 39 portant that the Head Custodian establish a climate which encourages employees to bring their complaints to
- 40 him/her. Employees will voice their complaints no matter what the work climate. If there is an open climate,
- 41 the complaint will be voiced to the Head Custodian. If a relatively closed climate has been established, the
- 42 complaint will probably be voiced only to other employees.
- 43 Class size maximum - 12
- 44
- 45 Delegating Responsibility 4 hours
- 46 Delegating allows the head custodian time to devote to other activities that will build a more efficient and ef-
- 47 fective work unit. Effective delegation is probably the most direct and effective way of developing employees.
- 48 In this module the custodian will develop skills to utilize subordinates effectively by allocating work that is ac-
- 49 companied by responsibility and accountability.
- 50 Class size maximum - 12

1 Overcoming Resistance to Change 4 hours

2 The head custodian has a direct impact upon employee acceptance and involvement whenever changes must be
3 implemented. Managing change means developing strategies to help employees through the transition and to
4 assist those who are having difficulty adjusting during the change period. This module builds skills to effec-
5 tively work with employees to help them overcome real or perceived barriers to making the change work.

6 Class size maximum - 12

7
8 Reducing Tardiness 4 hours

9 Tardiness is a problem that most head custodians have to deal with from time to time. It is important that the
10 tardiness be dealt with effectively and promptly because tardiness causes several other problems. The tardy
11 employee may get behind in his/her work. Also, other employees may be unhappy and wish to have the same
12 "privilege." The result may be that other employees complain about the tardy employee or come in late them-
13 selves.

14 Class size maximum - 12

15
16 Custodial Workday Stipulations

- 17
- 18 1. All custodial personnel will have a posted schedule drafted by the custodial manager or his/her designee out-
19 lining their regular (routine) duties. The state guidelines shall be used for establishing the times allotted for
20 custodial duties.
21
 - 22 2. When circumstances require a deviation from a custodian's regular schedule, that schedule shall be modified
23 by the custodial manager or his/her designee to accommodate the loss of time from the regular schedule.
24
 - 25 3. When such modification reduces the routine cleaning of a classroom or other spaces, the custodial manager or
26 his/her designee shall be responsible for notifying the users of such spaces in order to alleviate any negative re-
27 actions toward custodial personnel.
28
 - 29 4. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the
30 custodian shall not be negatively evaluated for the time spent on such tasks.
31
 - 32 5. Use of regular custodians in lieu of substitute custodians is acceptable as long as the overtime hours worked do
33 not exceed the cost of a substitute custodian. If regular custodial staff is not available for overtime, regular
34 aides may be utilized for custodial duties as long as the overtime hours worked do not exceed the cost of a sub-
35 stitute custodian.
36
 - 37 6. Custodial work assignments at each work site will be posted and bid twice each school year. The assignments
38 will be bid on a seniority basis, with the most senior custodian at that work site bidding first and so on down
39 the seniority listing until all cleaning assignments have been assigned.

1 **APPENDIX D - TRANSPORTATION PROGRAM**

2
3 A. Transportation Attendant Salary Schedule

4
5 The Transportation Attendant Salary Schedule is the T1 Salary Schedule.

6
7 B. Schedule or Shift Changes

- 8
9 1. Drivers and attendants will not be required to work more than 40 hours per week, nor will they be
10 required to work on Saturday or Sunday except by mutual consent of the driver or attendant and Operations.
11
12
13 2. If a driver's or attendant's schedule is changed resulting in his/her moving into a lower block time, the
14 driver or attendant will continue to be paid at the minimum of his/her old block time for 30 days or until
15 the next bid meeting, whichever comes first.
16
17 3. Any employee's route may be modified as long as the modification takes place within the employee's bid
18 block time.
19
20 4. A driver or attendant may be removed from a route with the mutual consent of the driver or attendant and
21 the parties. The driver will assume the duties of a utility driver and a utility driver will be assigned to
22 cover the driver's route. Any attendant removed from a route with the mutual consent of the parties will
23 be assigned duties by management. The driver or attendant shall be guaranteed the route time of his/her
24 old route until the next scheduled bid meeting.
25

26 C. Block Time

- 27
28 1. Transportation routes will be in the following block times:

29
30 Four - Six hours
31 Six - Eight hours

32
33 Once a block is selected, employees required to work beyond such block time shall be compensated at the
34 applicable rate.
35

- 36 2. Employees bidding for routes in Block Four-Six shall be guaranteed a minimum of four hours per day.
37
38 3. Employees bidding and receiving routes in Block Six-Eight shall be guaranteed a minimum of six hours
39 per day.
40
41 4. An employee bidding and receiving an eight hour position shall be guaranteed a 40 hour week. Such an
42 employee's schedule may be a flexi-schedule; however, any 40 hour position must be bid, explaining in
43 full the terms and conditions of the position. Such a schedule could encompass a seven day period; how-
44 ever, the employee will be compensated in accordance with applicable statutes.
45

46 D. There shall be one class of Utility Drivers.

- 47
48 1. Utility Driver employees shall be guaranteed a minimum of six hours per day. Management may assign
49 Utility Drivers duties consistent with their job description except as stated in 2 below. No drivers will be
50 utilized for office work, and no non-school bus drivers will drive school buses, except in emergency
51 situations determined by SC/TA and management.
52
53 2. Any route that is vacant for more than five working days shall be offered to Utility Driver employees ac-
54 cording to seniority. Any Utility Driver driving such a route may, at the end of 20 working days, request
55 that s/he be allowed to relinquish said route and that route shall be offered again to the Utility Driver em-
56 ployees according to seniority.

1 E. Bidding of Routes

2
3 1. Initial Bidding of Routes

- 4
5 a. All routes and utility driver positions will be bid in the following manner and will be filled in accordance with seniority.
- 6
7 (1). Bidding is open to all drivers and attendants.
- 8
9 (2). To the greatest extent possible, routes will be posted in order from longest to shortest.
- 10
11 (3). Utility driver and attendant positions will be posted and treated as though they were regular routes.
- 12
13 (4). Drivers and attendants shall bid on posted routes in seniority order.
- 14
15 (5). Management, with input from the Transportation Working Conditions Committee, will determine the procedures to be used in the bid meeting.
- 16
17 (6). Disputes regarding the initial bidding of routes will be presented to management and the Transportation Working Conditions for resolution. This will represent the informal step in the grievance process.
- 18
19
20
21
22
23
24 b. The initial bid shall take place no earlier than one week immediately preceding the first day of school for students.
- 25
26
27 c. Routes becoming available after the initial bidding will be offered to Utility Drivers according to seniority. The least senior Utility Driver must accept the route if it is not taken by a more senior Utility Driver.
- 28
29
30
31 d. Drivers will be reimbursed up to four hours for familiarizing themselves with their new routes and checking their buses. This will only take place the week before the start of the regular school year and the start of summer school.
- 32
33
34

35 2. Roundhouse Bidding of Routes

- 36
37 a. Three times per year on or about October 15, January 15, and March 15, bid meetings will be held at the Transportation compound in Osprey in order to fill all eligible routes that have become available since the previous bid meeting.
- 38
39
40
41 b. Ten working days before the bid meeting, a listing of those routes available with length, stops, pickup and drop-off points will be posted in the Osprey, 17th Street, and Taylor Ranch Compounds. New routes may be added to the list up to the day of the bid meeting.
- 42
43
44
45 c. A transportation employee must be present at the bid meeting in order to bid on a route except as outlined below in Paragraph d. A bid on a route will not be valid unless made by the person who will fill the position. Each driver and attendant will be afforded a reasonable amount of time in which to make a bid. The current route of the successful bidder will be put up for bid immediately after that driver or attendant accepts his/her new route. Vacant routes will continue to be bid until all are filled or until no one bids on the remaining routes. Routes remaining unbid will be disposed of in accordance with Section E, paragraph 1c.
- 46
47
48
49
50
51
52
53 d. A transportation employee may submit an absentee bid form if s/he is unable to attend the bid meeting. Absentee bids will only be accepted on routes which have been advertised in advance of the bid meeting on the official announcement. A transportation employee must submit a separate absentee bid form for each route s/he wishes to bid on. Absentee bid forms may be received up to the
- 54
55
56

1 time of the bid meeting. There is no limit to the number of routes that can be bid on. After an ab-
2 sentee bidder is successful on any bid, all other absentee bids are pulled. Absentee bids will compete
3 with bids from other transportation employees.
4

- 5 e. All bids are final and binding at the conclusion of the bid meeting.
- 6
- 7 f. Drivers and attendants may swap routes only with the mutual consent of management and the
8 SC/TA, in consultation with the Transportation Working Conditions Committee.
- 9
- 10 g. After the bid meeting, a date will be set on which the route changes will take place. This date shall
11 be no more than two weeks after the conclusion of the bid meeting.
12

13 3. Field Trips

- 14 a. All drivers are eligible to drive field trips and will be placed on a seniority list for the purpose of
15 bidding.
16
- 17 b. All attendants are eligible to bid on field trips that require attendants and will be placed on a senior-
18 ity list for the purpose of bidding.
19
- 20 c. The list will be posted at three locations: 17th Street, Osprey, and Taylor Ranch compounds.
21
- 22 d. Field Trip List
23
24 (1). A list of the weekly available field trips will be posted at the three sites no less than 48 hours
25 prior to the field trip bid meeting.
26
- 27 e. Field Trip Bid Meeting
28
29 (1). The Field Trip Bid Meeting will take place at the Osprey Compound at a time to be determined
30 by the Transportation Working Conditions Committee.
31
32 (2). Drivers and attendants may use bus pools to the Field Trip Bid Meetings.
33
34 (3). The procedures for the Field Trip Bid will be determined by The Transportation Working
35 Conditions Committee.
36
- 37 f. Emergency Field Trip Bids
38
39 (1). Field trips that become available after the regularly scheduled Field Trip Bid Meeting and that
40 have to be run before the next scheduled Field Trip Bid Meeting will be bid out as emergency
41 field trip bids. These field trip bids will be announced on the radio.
42
43 (2). An emergency field trip will be awarded to the most senior driver bidding on it. The driver
44 must pick up the field trip paperwork in person at the dispatch window in Osprey, the day of
45 the field trip.
46
47 (3). Emergency field trips that cannot be bid will be the responsibility of Operations.
48
- 49 g. Overtime
50
51 (1). Drivers and attendants are expected to monitor their own hours and should take no field trip
52 that would put them over 40 hours in one week.
53
54 (2). Management reserves the right to allow 40+ hours in some cases.
55
56

1 (3). If a driver or attendant has selected a field trip that will put him/her in an unapproved overtime
2 situation, the driver or attendant must give up the field trip and is charged as if he/she had
3 taken one. If the driver or attendant has already driven the field trip and has as a result gone
4 into overtime, the driver or attendant will be removed from the field trip list for a period of 12
5 months.

6
7 h. Penalties for Returned Trips

8
9 (1). In the event a field trip is returned accompanied by an approved blue slip, there will be no pen-
10 alty, as described in h(2).

11
12 (2). For an unexcused turn back of a field trip, the driver will be removed from the rotation list for
13 a period of 12 months.

14
15 i. Canceled Field Trip

16
17 An employee shall be guaranteed three hours pay for a field trip canceled with less than 24 hours
18 notice and not rescheduled. In the event a field trip is canceled and the driver/attendant is given 24
19 hours advance notice, there shall be no guaranteed pay. The driver shall not be charged for the can-
20 celed trip and shall get first bid at the next field trip bid meeting.

21
22 j. Postponed Field Trip

23
24 A field trip that is not run on the date originally posted will be considered canceled unless resched-
25 uled within 24 hours. The rescheduled trip shall also be run within 30 days of the postponement.
26 Employees may either accept the postponed trip on the rescheduled date or bid first at the next field
27 trip bid.

28
29 k. In all cases, qualified attendants shall not be penalized because their normal assigned driver refuses
30 and/or cannot drive on an assigned field trip.

31
32 l. If the change-over time from a regular route to a field trip and vice versa is 30 minutes or less, the
33 driver or attendant shall be paid straight through at his/her appropriate rate.

34
35 m. A series type field trip is considered as one field trip and shall be assigned to the same driver and
36 attendant.

37
38 n. Any driver or attendant who does not have a layover of at least 15 minutes for his/her normal break
39 will be provided a minimum of 15 minutes for pay purposes as part of the field trip compensation in
40 both the A.M. and the P.M.

41
42 4. Emergency Recall List

43
44 a. Within 30 days of the ratification of this Agreement, a joint Union/Transportation/Administration
45 Committee shall be formed to develop procedures for the implementation and utilization of this sec-
46 tion. Such procedure is to be reviewed and approved by the Human Resources Department.

47
48 F. Duty Time/Compensation

49
50 1. Duty time shall be all of that time in which a driver or attendant is permitted to perform or suffers in the
51 performance of his/her duties.

52
53 2. Drivers and attendants will be paid in accordance with this Agreement and/or the Fair Labor Standards
54 Act, whichever rate is greater.

1 G. Radios/Tape Decks

2
3 Employees shall be permitted to have and use personal tape or deck players in their buses. Radios and tape
4 decks must be approved by management and installed by our garage.

5
6 H. Commercial Driver's License

7
8 Employees qualifying for a six year "Safe Driver" Commercial Driver's License shall be reimbursed for the
9 cost of license less the administrative fee.

10
11 I. Overtime

- 12
13 1. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to
14 the most senior mechanic first and then rotating through the established list.
15
16 2. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this
17 Agreement.

18
19 J. Student discipline shall be handled in accordance with School Board Rules and policies.

20
21 K. Meal Allowances

- 22
23 1. Drivers and attendants on in-county field trips shall be responsible for their own lunches.
24
25 2. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and atten-
26 dants earning meal allowances shall be "off the clock" for 30 minutes for each meal earned.

27
28 L. Summer School

- 29
30 1. Initial bidding of routes will be as described in paragraph E.
31
32 2. At the end of the first week of summer school, a roundhouse bid will be held to fill routes that have be-
33 come available.
34
35 3. A list of substitutes will be drawn up from employees who volunteer for summer school driving and will
36 be used to fill positions by seniority.

37
38 M. Half Hour and Round-Up

- 39
40 1. The actual projected driving time would be rounded off to the next highest one-half hour and an addi-
41 tional 30 minutes added to it.
42
43 2. Drivers would drive routes until approximately September 15 and then if there were major discrepancies
44 of 15 minutes or greater, request a route change from a routing supervisor. These route changes would
45 take place between approximately September 15 and the first roundhouse bid on or about October 15.
46 Any modifications to routes will be made retroactive to the date of the change.
47
48 3. Each routine route change after the first roundhouse bid will be adjusted in six minute intervals.
49
50 4. This allotment of time would eliminate the need for all white sheets and encompass all duties regularly
51 assigned to the driving or attending of a bus. Extra duties as approved by management would be assigned
52 a gold sheet which grants automatic payment for the duty.
53
54 5. The paying of overtime for eight hours in a day is rescinded and overtime will only be figured on over 40
55 hours per week.
56

1 N. Authority of Bus Drivers

- 2
- 3 1. The school bus driver shall preserve order and good behavior on the part of all students being transported
- 4 on school buses.
- 5
- 6 2. The school district shall require a system of progressive discipline of transported students for actions
- 7 which are prohibited by the code of student conduct. Disciplinary actions, including suspension of stu-
- 8 dents from riding on school district-owned or contracted school buses, shall be subject to School Board
- 9 policies and procedures and may be imposed by the principal or the principal's designee. The principal or
- 10 the principal's designee may delegate any disciplinary authority to school bus drivers except for suspen-
- 11 sion of students from riding the bus.
- 12
- 13 3. The school bus driver shall have the authority to control students during the time students are on the
- 14 school bus, but shall not have such authority when students are waiting at the school bus stop or when
- 15 students are en route to or from the school bus stop except when the bus is present at the bus stop.
- 16
- 17 4. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such
- 18 steps as are immediately necessary to protect the students on the bus.
- 19
- 20 5. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a
- 21 clear and present danger to the safety of the driver or other students, or the safety of the bus while in op-
- 22 eration. The school district shall have measures in place designed to protect the bus driver from threats of
- 23 physical injury from students.
- 24
- 25 6. School districts may use transportation, school safety, or FEFP funds to provide added security for buses
- 26 transporting disruptive or delinquent students to and from school or other educational activities.
- 27
- 28 7. In the case of a student having engaged in violent or blatantly unsafe actions while riding a school bus,
- 29 the school district shall take corrective measures to ensure, to the extent feasible, that such actions are not
- 30 repeated prior to reassigning the student to the bus.

31

32 O. Route Coordinators

- 33
- 34 1. Route coordinator will be selected in a manner described in Article XIV, Section A (2)(a) of this Agree-
- 35 ment.
- 36
- 37 2. Route coordinators will be allocated work assignments by the Director of Transportation.

1 **APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK BANK**

2
3 1. Membership

4
5 An employee, having been employed by the Board for at least one year and having at least ten days accrued
6 sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contrib-
7 uting a newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each
8 employee may not contribute more than one sick leave day, except as hereafter provided. Sick leave days do-
9 nated to the bank by employees will not be returned to employees except as hereafter provided.

10
11 2. Duration and Replenishment

12
13 a. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of
14 the bank, the bank will be replenished in the following manner:

- 15
16 (1) During the two month period following the date when the bank reaches the 30% point, each mem-
17 ber will have one-half day deducted from his/her personal sick leave account and deposited to the
18 bank.
19
20 (2) A member who chooses to no longer participate in the bank shall notify the committee in writing of
21 his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
22
23 (3) A member who chooses to continue participating in the bank will contribute one-half day of accrued
24 sick leave to the bank.
25
26 (4) A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time
27 the bank reaches the 30% point, may choose to continue participating in the bank by contributing
28 the next one-half day of accrued sick leave to the bank, regardless of whether or not it is earned
29 within the two month period set forth in subsection 2:a(1) above.

30
31 3. Administration

- 32
33 a. The sick leave bank will be administered by the Human Resources Department. Forms may be obtained
34 by participating employees from the Human Resources Office.
35
36 b. An overview committee will be formed to review the administration of the bank and determine eligibility
37 as set forth in subsection 4.b. The committee will be composed of two voting representatives appointed
38 by the Superintendent, two voting representatives appointed by the Union, and one ex officio representa-
39 tive appointed by the Superintendent. This person shall act as chairperson of the committee.
40

41 4. Benefits

- 42
43 a. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the
44 member to be unable to work for a prolonged period of time for which they are not receiving Worker's
45 Compensation benefits) the member shall receive paid leave from the bank in the following manner:
46
47 (1). All accumulated sick leave of the member must first be expended.
48
49 (2). Before the first benefits for a member can be drawn from the bank, the member must undergo an
50 unpaid leave of twenty continuous work days. However, the member may choose to use accrued va-
51 cation days as part of the twenty day period.
52
53 (3). Each time a member wishes to draw benefits from the bank, an application must be made to the
54 bank, submitting medical certification and justification for the protracted leave.
55

1 (4). A maximum of 90 paid work days may be received from the bank by a member. Should a member
2 of the Sick Bank exceed his/her 90 days of benefits, s/he will be removed from the Bank for a pe-
3 riod of not less than three years. After that time period, s/he may choose to re-enroll in the Bank as
4 detailed elsewhere in this Appendix.
5

6 b. Each application for sick leave bank benefits will be reviewed by the overview committee, which may
7 challenge an application in the following manner:
8

9 (1). Two or more voting representatives may challenge the medical certification of the applicant.
10

11 (2). Upon challenge, the committee chairman will randomly choose a doctor from a standing panel ap-
12 pointed by the Board.
13

14 (3). The panel doctor will examine the challenged applicant and review pertinent files and records.
15

16 (4). If the panel doctor concurs with the medical certification of the applicant, the certification will stand
17 and the applicant will receive the sick leave bank benefits.
18

19 (5). If the panel doctor disagrees with the medical certification of the applicant, the two doctors will
20 choose a third doctor of their choice.
21

22 (6). The third doctor will examine the challenged applicant and review pertinent files and records.
23

24 (7). If the third doctor concurs with the medical certification of the applicant, the certification will stand
25 and the applicant will receive the sick leave bank benefits.
26

27 (8). If the third doctor disagrees with the medical certification of the applicant, the application will be
28 denied and the applicant will not receive the sick leave bank benefits.
29

30 (9). Other than as set forth in this subsection (b.2), no challenges or grievances may be raised concern-
31 ing the original medical certification and the decisions/opinions of the panel doctor and third doctor.
32

33 (10). The cost of the medical certification will be borne by the member. The cost of the panel doctor and
34 the third doctor will be borne by the Board. If at any time the costs of the panel and third doctors are
35 becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to
36 negotiate this Section 4.b(10).

1 **APPENDIX F - BARGAINING UNIT INCLUSIONS/EXCLUSIONS**

2
3
4
5
6
7
8

1. Secretaries to Superintendent
2. Secretaries to Assistant Superintendents
3. Secretaries to Principals
4. Secretaries to Executive Directors
5. Human Resources Specialists
6. Human Resources Department Secretaries

APPENDIX G - PERFORMANCE EVALUATION FORM

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2
3
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17
18

Insert Performance Evaluation Form Here

1 **APPENDIX H - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING**
2

- 3 1. Organization: Each cost center shall determine the organization and structure of its decision making structure.
4 Administrators and classified staff shall agree on (a) cost center improvement goals and (b) whether to use a
5 hierarchical or shared decision making model. A two-thirds favorable ballot by staff and student leaders shall
6 be used for this purpose. For those cost centers utilizing Cost Center Based Management/Shared Decision
7 Making, the following procedures will apply:
8
9 a. Individual Cost Centers: the shared decision making team should be structured to meet the unique needs
10 of each cost center. Its size should be functional but large enough to represent cost center's administra-
11 tors. Its members shall be selected by peers. The shared decision making team shall make decisions on
12 cost center site policies and procedures through a consensus development approach. A significant respon-
13 sibility of the shared decision making team shall be its participation in the cost center's strategic planning
14 process. In assuming this role, greater flexibility will be provided to the site in its use and management of
15 human and material resources.
16
17 2. Traditional organization: Cost Centers choosing to utilize a hierarchical model shall continue to employ ap-
18 pointed staff leaders and Working Conditions Committees in their traditional advisory roles.

APPENDIX I - GRIEVANCE REFERRAL FORM

Name of Grievant:

Date of Grievance:

Article(s) , Section(s)

And other applicable Statutes, DOE Rules and/or School Board Rules

Work Site: To Whom Submitted:

Description of Grievance:

Corrective Action Requested By Grievant:

Date Filed	Hearing Date	Response Date
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Informal	Informal	Informal
Step I	Step I	Step I
Step II	Step II	Step II
Step III	Step III	Step III
Step IV	Step IV	Step IV
Step V	Step V	Step V

Resolution	Administration Sustained/Denied	Grievant Accepted/Rejected
------------	------------------------------------	-------------------------------

Informal	/	/
Step I	/	/
Step II	/	/
Step III	/	/
Step IV	/	/
Step V	/	/

Step I
Signature of Administrator Date
Signature of Grievant Date

Step II
Signature of Administrator Date
Signature of Grievant Date

Step III
Signature of Administrator Date
Signature of Grievant Date

Step IV
Signature of Administrator Date
Signature of Grievant Date

Step V
Signature of Administrator Date
Signature of Grievant Date

1 **APPENDIX J - SUMMER SCHOOL**

2
3 A. Application

4
5 The following agreement pertains only to the filling of positions in the aide and secretarial divisions for summer school employment. It does not pertain to the hiring of classified employees in other divisions and is not meant to alter the past practices which exist in hiring in those divisions.

6
7
8
9 B. Coordination with Main Collective Bargaining Agreement

10
11 This summer school agreement is adopted by the SC/TA and the Board as an amendment to the main collective bargaining agreement. If there is any conflict or inconsistency between the terms and conditions of the main agreement and those of this summer school agreement, pertaining to summer school, the terms and conditions of this summer school agreement shall prevail. Certain provisions of the main agreement have no relevance to summer school because of operational differences. Such portions of the main agreement shall not apply to summer school.

12
13
14
15
16
17
18 C. Summer School Benefits

19
20 Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regular school year. Other fringe benefits provided during the regular school year will also be provided during summer school, except that there shall be no duplication or overlap of benefits.

21
22
23
24 All benefits will be prorated according to the number of days of summer school. Summer school employees who work at least half the summer school term will receive benefits at one-half the rate or amount received by full time summer school employees.

25
26
27
28 D. Selection of Summer School Employees.

29
30 All currently employed classified staff are eligible for summer school employment. Except as otherwise agreed, when two or more employees are eligible for a summer school position in their appropriate division, the employee with the greatest seniority shall be selected. Each employee must possess the minimum qualifications for the position in question. Should no qualified applicants exist from within the appropriate job classification, qualified applicants will be selected from other job classifications on a seniority basis. If no qualified candidate exists for a position, such position may be filled at the Superintendent's discretion. Registrars, bookkeepers, and other positions as agreed to by the parties to have a special need to work at the site to which they are normally assigned may be hired without regard to any limitation stated in this agreement.

31
32
33
34
35
36
37
38
39 E. Placement

40
41 Eligible employees (those selected under those procedures specified above) who during the preceding regular school year were assigned to a work site in which summer school is being held, shall be assigned to that work site during summer school. If a sufficient number of positions are not available at that school, the employee with the greater seniority will be selected. Employees will be placed in summer school work sites according to their expressed preferences on a seniority basis, to the greatest extent possible.

42
43
44
45
46
47 F. Employees employed in summer school will receive one additional sick day which will be added to their existing sick leave accumulation.

48
49
50 G. Parity - Employees will receive their normal hourly rate of pay from the immediately past school year for each day of summer school worked.

1 **APPENDIX K - EMPLOYEES OF CHARTER SCHOOLS**

2
3 A. Employment Status

4
5 1. Conversion of existing school, classified bargaining unit:

6 Board employees who choose to remain in an existing school that becomes a charter school that has
7 elected within its charter to continue as part of the existing classified bargaining unit will be bound by all
8 the terms and conditions of the Classified Bargaining Unit Agreement (including the accrual of seniority)
9 consistent with other members of the classified bargaining unit.

10
11 2. Conversion of existing school or new charter school, different or no bargaining unit:

12 Board employees who elect to work in a charter school with a different or no bargaining unit will be con-
13 sidered to be on an unpaid charter school leave with the Board. New employees hired by a charter school
14 (other than those hired in converted Board schools who elect to remain within the classified bargaining
15 unit) will not be considered to be members of the Classified Bargaining Unit of the School Board of Sara-
16 sota County and will have no transfer or seniority rights for bargaining unit positions.

17
18 B. Initial Staffing

19
20 Any existing employee at that work site who chooses not to participate in the newly converted chartered school
21 will be afforded the opportunity to surplus him/herself and will be placed in a manner consistent with those
22 procedures outlined elsewhere in this Agreement.

23
24 C. Seniority Rights

25
26 While on an approved charter school leave of absence the employee's seniority time with the Board will be
27 frozen and s/he will not accrue any additional seniority while on such leave.

28
29 D. Rights of Return to Board Position

30
31 Employees on an approved charter school leave wishing to return to employment with the Board will be placed
32 into vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for
33 an employee returning to duty from an approved leave of absence. An employee hired by a charter school who
34 is not on an approved charter school leave of absence from the Board may apply for a vacant position with the
35 Board and will be treated in a manner consistent with other non-Board applicants.

36
37 E. Benefits

38
39 Employees on a charter school leave of absence will be able to purchase their benefits pursuant to current
40 COBRA and Classified Bargaining Unit Agreement guidelines.

41
42 F. Salary Experience Credit

43
44 Employees will not accrue experience credit with the Board for those years for which they serve on an ap-
45 proved charter school leave of absence. New employees employed by the charter schools who are subsequently
46 employed by the Board will be placed on the salary schedule in a manner consistent with those rules specified
47 in Article IX of the Classified Bargaining Unit Agreement.

48
49 G. Transfers/Surplussing

50
51 The existing transfer and surplussing procedures outlined elsewhere in this Agreement will not apply to charter
52 schools (other than converted Board schools which elect to remain within the classified bargaining unit). Spe-
53 cifically, Board employees may not transfer or be surplused into charter schools. Existing Board employees
54 may request to be hired by the charter school and such hiring will be governed by whatever rules have been
55 promulgated by that charter school and approved by the Board.

1 **APPENDIX L - CODE OF PROFESSIONAL CONDUCT OF THE NON-INSTRUCTIONAL SUPPORT**
2 **STAFF EMPLOYED BY THE SCHOOL BOARD OF SARASOTA COUNTY**

3
4 The following shall constitute the principles of professional conduct and ethics for the non-instructional support staff
5 employed by the School Board of Sarasota County.

6
7 Violation of any of these principles may subject the individual to discipline as described elsewhere in this Agree-
8 ment.

9
10 *Obligation to the student requires that the individual:*

- 11
12 (a) Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's
13 mental and/or physical health and/or safety.
14
15 (b) Shall not unreasonably restrain a student from independent action.
16
17 (c) Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
18
19 (d) Shall not intentionally violate or deny a student's legal rights.
20
21 (e) Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or
22 ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family
23 background and shall make reasonable effort to assure that each student is protected from harassment or dis-
24 crimination.
25
26 (f) Shall not exploit a relationship with a student for personal gain or advantage.
27
28 (g) Shall keep in confidence personally identifiable information obtained in the course of employment, unless dis-
29 closure is required by law.

30
31 *Obligation to the public requires that the individual:*

- 32
33 (a) Shall take reasonable precautions to distinguish between personal views and those of the organization with
34 which the individual is affiliated.
35
36 (b) Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public
37 expression.
38
39 (c) Shall not use institutional privileges for personal gain or advantage.
40
41 (d) Shall accept no gratuity, gift, or favor that might influence professional judgment.
42
43 (e) Shall offer no gratuity, gift, or favor to obtain special advantages.

44
45 *Obligation to the profession of non-instructional support staff requires that the individual:*

- 46
47 (a) Shall maintain honesty in all professional dealings.
48
49 (b) Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status,
50 handicapping condition if otherwise qualified, or social and family background deny to another employee
51 benefits or advantages or participating in any professional organization.
52
53 (c) Shall not interfere with another employee's right to exercise their political or civil responsibilities.
54
55 (d) Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's
56 performance of professional or work responsibilities or with the orderly processes of education or which cre-

1 ates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall make reasonable
2 effort to assure that each individual is protected from such harassment or discrimination.

- 3
4 (e) Shall not make malicious or intentionally false statements about another employee.
5
6 (f) Shall not use coercive means or promise of special treatment to influence professional judgment of another
7 employee.
8
9 (g) Shall not misrepresent one's own professional qualifications.
10
11 (h) Shall not submit fraudulent information on any document in connection with professional activities.
12
13 (i) Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application
14 for a professional position.
15
16 (j) Shall not withhold information regarding a position from an applicant or misrepresent an assignment or condi-
17 tions of employment.
18
19 (k) Shall self-report within 48 hours to appropriate authorities (as determined by district) any arrests/charges in-
20 volving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be
21 considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or
22 criminal, administrative or judicial, investigatory, or adjudicatory. In addition, shall self-report any conviction,
23 finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea
24 of guilty or Nolo Contendere for any felony within 48 hours after the final judgement. When handling sealed
25 and expunged records disclosed under this rule, school districts shall comply with the confidentiality provi-
26 sions of Sections 943.0585(4) (c), Florida Statutes.
27
28 (l) Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida
29 School Code or State Board of Education Rules as defined in Section 231.28(l), Florida Statutes.

30
31 Aware of the importance of maintaining the respect and confidence of one's peers, of students, of parents, and of
32 other members of the community, the employee will strive to achieve and sustain the highest degree of ethical con-
33 duct.