

*approx 1600 Employees  
Covered*

# REVISED

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## CLASSIFIED BARGAINING UNIT COLLECTIVE BARGAINING AGREEMENT

JUN 19 1996  
JUN 19 1996

between the

SARASOTA CLASSIFIED/TEACHERS  
ASSOCIATION

Local 4322

Florida Education Association/United  
American Federation of Teachers  
AFL-CIO

and the

SCHOOL BOARD  
of  
SARASOTA COUNTY, FLORIDA

July 1, 1993 - June 30, 1997

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1995 revision

*Non-union  
classified workers*

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**ARTICLE I - RECOGNITION**

- 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:

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.

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.

- 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.

1 **ARTICLE II - DEFINITIONS**

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**ADDRESS**

The address of an employee provided by him/her to the Board

**ADMINISTRATOR**

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

**BOARD/EMPLOYER**

The School Board of Sarasota County, Florida, or its designee.

**CAFETERIA PLAN**

A Board provided, negotiated benefit plan that includes multiple options for the employee.

**CAP**

Career Advancement Program.

**COST CENTER**

Each individual work site for which the Sarasota County School Board is responsible.

**DAY**

A duty day of an employee of the Board, unless otherwise indicated in the Agreement.

**DEPARTMENT**

The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food Service, Telecommunications, Aides, Construction, Materials Management, Finance, and Information Services.

**DOE**

Florida State Department of Education.

**EMPLOYEE**

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

**FULL-TIME EMPLOYEE**

An employee who is regularly scheduled to work 20 or more hours per week.

**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.

**NORTH COUNTY**

Any school or work site located north of North Creek.

**PDC**

The Professional Development Center of Sarasota County.

**PARTIES**

Includes both the School Board of Sarasota County, Florida and Union (Sarasota Classified/Teachers Association, SC/TA).

**PERC**

The Florida Public Employees Relations Commission.

REGULAR PART-TIME EMPLOYEE	An employee who is regularly scheduled to work fewer than 20 hours per week.	1 2 3 4
REGULAR WORK WEEK	The regular work week shall be Monday through Friday, unless otherwise indicated in the Agreement.	5 6 7 8
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.	9 10 11 12 13 14 15 16
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).	17 18 19 20 21 22
SALARY LANE	A specific salary lane as found within Appendix A of this Agreement (e.g., A1, A2, A3, etc.)	23 24 25
SALARY PLACEMENT	A particular lane and step on a given salary division.	26 27 28
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.	29 30 31 32 33 34 35 36 37 38
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.	39 40 41 42 43
SOUTH COUNTY	Any school or work site located south of North Creek.	44 45 46
SUPERINTENDENT	The Superintendent of Schools or his/her designee.	47 48 49
UNION	The Sarasota Classified/Teachers Association.	50 51
VIP	Voluntary Incentive Program.	52 53
WORK YEAR	The work year for employees covered under this contract will be 12 months, unless otherwise stated in this Agreement.	54 55 56

1 **ARTICLE III - SCOPE OF BARGAINING**

2  
3 A. **Scope**

4  
5 The subject of collective bargaining between the Board and the Union shall be  
6 wages, hours, terms and conditions of employment of the employees.  
7

8 B. **Procedures**

9  
10 The Superintendent and the Union shall meet at reasonable times to negotiate  
11 in good faith and to execute a written contract with respect to agreements  
12 reached concerning the terms and conditions of the employee or the employ-  
13 ees.  
14

15 C. **Agreement**

- 16  
17 1. Upon completion of collective bargaining between the Superintendent  
18 and the Union, the collective bargaining agreement shall become bind-  
19 ing only after it has been ratified by the employees and approved by the  
20 Board at a regularly scheduled meeting.  
21  
22 2. This Agreement constitutes the full and complete commitments between  
23 both Parties and may be altered, changed, added to, deleted from, or  
24 modified only through the voluntary mutual consent of the Parties in  
25 written and signed amendment to this Agreement.  
26  
27 3. Should any provision of this Agreement be declared illegal by a court of  
28 competent jurisdiction or as a result of state or federal legislation, said  
29 provision shall be automatically modified by mutual agreement of the  
30 Parties to the extent that it violates the law, but the remaining provisions  
31 shall remain in full force and effect for the duration of this Agreement.  
32  
33 4. This Agreement shall supersede any rules, regulations, or practices of  
34 the Board which shall be contrary to or inconsistent with the terms of  
35 this Agreement.  
36  
37 5. An individual contract which is executed during the term of this Agree-  
38 ment between the Board and an employee shall be made expressly sub-  
39 ject to the terms of this Agreement. An individual contract which is  
40 executed during an interim period between this and subsequent agree-  
41 ments shall contain a clause providing that after execution of this Agree-  
42 ment, such individual contract shall be brought into conformity with  
43 the terms of that Agreement.  
44  
45 6. Each Party shall bear the full cost of its participation in collective bar-  
46 gaining sessions and grievance and arbitration hearings. Time spent dur-  
47 ing work hours by employees on behalf of themselves or the Union shall  
48 be without loss of salary and fringe benefits. However, they or the Union  
49 shall reimburse the school system for substitute costs when necessary.  
50 Both Parties agree to schedule such activities to interfere as little as pos-  
51 sible with instruction of students.  
52

53 D. **Resolution of Impasse**

- 54  
55 1. **Mediation**  
56

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

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

2. Special Master

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

3. Authorized Committee

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

1 ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS  
2

3 A. Employer Information  
4

- 5 1. The Board agrees to furnish to the Union, in response to reasonable  
6 request, all available information concerning the financial resources of  
7 the district, including but not limited to annual financial reports and  
8 audits, register of certified personnel, tentative budgetary requirements  
9 and allocations (including county allocations, board budgets), agendas  
10 and minutes of all Board meetings, treasurer's reports, census and mem-  
11 bership data, names and addresses of all employees, salaries paid thereto  
12 and educational background, and such other information as will assist  
13 the Union in developing and proposing intelligent, accurate, informed,  
14 and constructive programs on behalf of the teachers and their students  
15 together with information which may be necessary for the Union to  
16 process any grievance or complaint. If production of copies is required  
17 to provide such information, the Union will bear all reasonable expenses.  
18
- 19 2. All School Board Rules adopted by the Board shall be distributed to all  
20 Rule book holders within 30 days of adoption.  
21

22 B: Payroll Deduction  
23

- 24 1. A member of the bargaining unit, and only such a member, may present  
25 written authorization to the Board to deduct Union dues and TIGER  
26 deduction from his/her salary. Each authorization shall be effective until  
27 the earlier of the two occurrences:  
28
- 29 a. Loss of certification by the Union as the bargaining agent for the  
30 employees covered by this contract.  
31 b. 30 days after written notice of revocation of said authorization by  
32 the employee to the Board and the Union.  
33
- 34 2. The Union shall pay to the Board a fee of \$250.00 per year for payroll  
35 deduction for Union members. The Board shall transmit to the Union  
36 any and all deductions within 15 days, except in the case of reasonable  
37 delays.  
38
- 39 3. The Board's obligations with respect to said funds are the collection and  
40 transmittal of the funds within 15 days whenever possible, the provision  
41 for half-time deduction at the earliest opportunity, and the provision to  
42 take TIGER deductions from the two May paychecks. The Union, its  
43 officers, agents, and members will hold the Board and its agents harm-  
44 less for the cost and results of any action which may be brought by any  
45 of its members, groups of members, or agencies of law with respect to  
46 the use of disposition of said funds after they have been transmitted to  
47 the Union.  
48
- 49 4. The Board is prohibited from any involvement in the collection of fines,  
50 penalties, or special assessments levied or attempted to be levied upon  
51 its employees by the Union, its officers, agents, or members.  
52

53 C. Union Meetings and Activities  
54

- 55 1. Whenever possible, the Senior Representative or designee shall not be  
56 assigned additional duties so as to carry out those responsibilities associ-

	ated with enforcing this Agreement.	1
2.	The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time not to exceed five days with pay for contract negotiations.	2 3 4 5 6
3.	Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract, briefing while they are in a duty status. This will normally be accomplished during the first week of school when students are not in attendance or at another mutually agreeable date and time scheduled.	7 8 9 10 11 12 13
4.	The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notification to the principal/supervisor by the Union representative.	14 15 16 17
D.	Union Activities at Work Locations	18
1.	Union representatives shall have access to any cost center for the purpose of enforcing this Agreement consistent with applicable statutes.	19 20 21 22
2.	The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective cost center. Public address systems and other means of communication which are available within the cost center may be utilized by the Union for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator.	23 24 25 26 27 28 29
E.	Inter-School Mail	30
	Within the guidelines of the U.S. Postal Service and related quasi judicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material.	31 32 33 34 35 36
F.	Time for Union Representatives	37
1.	The SC/TA will be afforded 75 days per semester of Board paid released time for either instructional or classified bargaining unit members. The SC/TA may allocate these days at their discretion.	38 39 40 41 42
	Should the SC/TA exceed the 75 days, they will reimburse the Board for all additional days at the appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.	43 44 45 46
	Management may not deny the use of these days except for good cause.	47
G.	Office Space and Equipment	48
1.	The Employer agrees to provide space at each site for a file cabinet so as to protect the confidentiality of Union records.	49 50 51 52
2.	The Employer agrees to provide the Union representative at each site with a file cabinet and typewriter if these are available.	53 54 55 56

1 H. Bulletin Boards  
2

3 The Employer shall provide bulletin boards specifically for the Union in all  
4 lounges, planning areas, and employee cafeterias for the purpose of posting  
5 Union information.  
6

7 I. New Employee Orientation  
8

9 The Union and the Board shall conduct new employee orientation programs  
10 at mutually agreeable times.  
11

12 J. Information from the Board  
13

14 1. The Board shall provide on a regular basis to the Union lists of vacancies  
15 and additions from the bargaining unit including Board minutes.  
16

17 2. The Board shall provide the Union with a complete set of School Board  
18 rules and changes thereof.  
19

20 K. Parking  
21

22 Under normal circumstances, employee parking shall take precedence over  
23 student parking and shall be in an area as close to the school entrance as possible.  
24  
25

26 L. Right to Representation  
27

28 1. No disciplinary action may result from a meeting between an employee  
29 and his/her supervisor and/or other management official unless the  
30 employee is advised that such a meeting is for the purpose of discussing  
31 discipline or potential discipline, and the employee is allowed Union  
32 representation if s/he so desires. If a request for representation is made,  
33 it shall be honored.  
34

35 2. The Union has the right to be present at any meeting of the Employer  
36 and employee if that meeting is for the purpose of discussing employee  
37 competency.  
38

39 3. The Union retains the right to represent all employees of the bargaining  
40 unit consistent with applicable statutes.  
41

42 4. The Board agrees to notify the Union of any meeting relative to 1 and 2  
43 above at least 24 hours in advance of said meeting except in cases of  
44 emergency, and no meeting shall be held unless the time and date are  
45 mutually agreeable to the Parties. An emergency is defined as any condi-  
46 tion that constitutes a real and immediate danger to the district and any  
47 serious charge as outlined in Florida Statutes, Chapter 231. In cases that  
48 are described as "emergency" in nature, the meeting shall take place no  
49 later than 24 hours after the knowledge of the Parties of such incident.  
50

51 M. Exclusivity Clause  
52

53 Only the exclusive bargaining agent, SC/TA, shall have the right to enforce  
54 this Agreement, hold Union meetings, distribute Union literature, and have  
55 access to the public address system, school grounds, and buildings for Union  
56 purposes.

N. Subcontracting.	1
	2
Work normally performed by bargaining unit members will not be subcon-	3
tracted if the contracting out of such work jeopardizes, eliminates, or reduces	4
the work force of the bargaining unit.	5
	6
O. Committee Appointments	7
	8
When the Board or Administration establishes district-wide committees re-	9
quiring the participation of classified bargaining unit members, such members	10
shall be chosen by the Union.	11
	12
P. Limitation on Use of Substitutes	13
	14
Other than filling in for an employee on approved leave and in the absence of	15
a hiring freeze, long-term substitutes shall not be used in lieu of full time	16
appointed employees. Vacancies of 60 working days or more in bargaining	17
unit positions shall be posted and filled in accordance with this Agreement.	18
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1 ARTICLE V - EMPLOYEE RIGHTS  
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3 A. Consistent with Florida Statutes, Chapter 447, each employee of the bargain-  
4 ing unit has the right, freely and without fear of penalty or reprisal, to form,  
5 join, and assist the Union or to refrain from any such activity; and each em-  
6 ployee shall be protected in the exercise of this right. The Employer agrees that  
7 the right to assist the Union extends to participation in the management of the  
8 Union and acting for the Union in the capacity of Union representative, in-  
9 cluding presentation of its view to officials of the Governor, the Legislature, or  
10 other appropriate authority. The Employer shall take the action required to  
11 assure that employees in the bargaining unit are apprised of their rights under  
12 State Statutes and that no interference, restraint, coercion, or discrimination is  
13 practiced by the Employer to encourage or discourage membership in the  
14 Union.  
15

16 B. Consistent with applicable statutes an employee's off-the-job conduct shall  
17 not result in disciplinary action, unless such conduct impairs his/her effective-  
18 ness as an employee. Moreover, the Employer recognizes the right of a duly  
19 recognized Union representative to express the views of the Union provided  
20 they are identified as Union views.  
21

22 C. No employee shall have disciplinary action taken against him/her because of  
23 debt complaint, and the Employer shall not assist the creditor in collecting the  
24 debt, unless required by applicable State and/or Federal Statutes.  
25

26 D. Employee participation in charitable drives and activities is voluntary. Solic-  
27 itations may be made, but no pressure shall be brought to bear to require such  
28 participation.  
29

30 E. All School Board Rules and policies shall be uniformly administered through-  
31 out the bargaining unit.  
32

33 F. Employees shall not be subjected to personnel practices which are prohibited  
34 or in conflict with School Board Rules or policies.  
35

36 G. Probationary Period  
37

- 38 1. All employees shall serve a six month probationary period before be-  
39 coming regular employees. During the probationary period, employees  
40 may be terminated with or without cause.  
41
- 42 2. Probationary employees who are recommended for termination will not  
43 have rights of appeal nor may they require any written explanation.  
44
- 45 3. Probationary employees shall have the right to file grievances in accord-  
46 ance with this agreement except in those instances prohibited by statu-  
47 tute or in Section 2 above.  
48

49 H. Post-School Day Meetings  
50

- 51 1. Employees shall not be required to attend any meetings after the normal  
52 work day other than normally scheduled faculty meetings, in which the  
53 principal requires their attendance. These occasions shall not exceed three  
54 times per year.  
55
- 56 2. Employees shall not be required to participate in any activities beyond

the normal workday other than on a voluntary basis if not in conflict with the Fair Labor Standards Act.

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I. Student Transport

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

J. Public Discipline

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

K.

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

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

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

M. Employees with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.

1 ARTICLE VI - MANAGEMENT RIGHTS

2  
3 A. Nothing in this Agreement shall be construed to limit or impair the right of  
4 the Board to exercise its sole discretion, providing such exercise is consistent  
5 with the express terms of this Agreement and in keeping with federal and state  
6 laws on all of the following matters:

- 7  
8 1. to manage the school system and to exercise sole, exclusive control and  
9 discretion over the organization of the Board and of the Sarasota County  
10 School System and the operations thereof.  
11  
12 2. to determine the purpose and functions of the Board and its constituent  
13 agencies, divisions and departments.  
14  
15 3. to perform those duties and exercise those responsibilities which are as-  
16 signed to it by law or by regulations of the State Board of Education and  
17 by State Law.  
18  
19 4. to determine and adopt such policies and programs, standards, rules  
20 and regulations as are deemed necessary for the efficient operation and  
21 general improvement of the Board's school system and to subcontract  
22 such operations and services to the extent deemed practical and feasible  
23 to the Board.  
24  
25 5. to set methods, means of operations, and standards of services to be  
26 offered throughout the Sarasota County School System and to subcon-  
27 tract such operations and services to the extent deemed practical and  
28 feasible to the Board.  
29  
30 6. to decide curriculum and to supplement minimum course of study pre-  
31 scribed by the State Board of Education for all schools.  
32  
33 7. to determine and re-determine job content.  
34  
35 8. to decide the number, location, design, and maintenance of its schools,  
36 departments and facilities, supplies and equipment.  
37  
38 9. to determine the qualifications of all employees of the Board, to select,  
39 hire, lay off, assign, transfer, promote, demote, and direct all employees  
40 of the Board consistent with this Agreement.  
41  
42 10. to discharge and suspend any employees of the Board and to take other  
43 disciplinary action against such employees for cause and to relieve such  
44 employees from duty because of lack of work or for other legitimate  
45 reasons.  
46  
47 11. to make, issue, publish and enforce policies, procedures, rules and regu-  
48 lations not in conflict with the express provisions of this Agreement or  
49 applicable law, as it may from time to time deem best for the purpose of  
50 maintaining effective operation and order and safety in the schools. Notice  
51 thereof shall be given the Union and the employees. Compliance there-  
52 with by the employee shall thereafter be required unless and until re-  
53 scinded or amended by the Board.  
54  
55 12. to exercise other rights to manage the school system and the educational  
56 processes which are not recited in or expressly limited by this Agree-

ment.

- B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged, limited, or modified by the written terms of this Agreement.
- C. The Board has the sole, exclusive right to direct the managerial, supervisory, administrative personnel, and any other person not covered by this Agreement to perform any task in connection with the operation of the school system, whether or not performed by the employees within the bargaining unit.
- D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by laws and constitution of the State of Florida.
- E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or potential danger to an entire school center, s/he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.
- F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any classified employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for employment. The cost of such examination or tests required by the Board shall be paid by the Board. The employee reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the Board to conduct such tests. The employee may submit other written results of examinations or tests administered by a physician, psychologist, or psychiatrist of the employee's choice and performed at the employee's expense within 21 days after receiving notice from the Board that such exam or testing is required; and the results of such examination or test shall be considered along with the results of required examinations or tests. A determination resulting from any such examination or test that the employee is not fit to perform all of the material duties of his/her position shall be considered one of the grounds constituting just cause for the termination of that employee's employment. If the Board requires any employee to submit to any such examination or testing, the requirement must be presented to the employee in writing; and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any employee to submit to justifiable Board requests for testing may be considered one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted as a result of this Section shall be confidential in nature and shall not be released except on those occasions as required by Florida Statute.

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1 ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS  
2 OF EMPLOYMENT

- 3  
4 A. The Parties shall continue past practices, terms, and conditions of employ-  
5 ment unless said practices, terms, and conditions of employment have been  
6 altered or changed within the confines of this Agreement.  
7  
8 B. The appropriate administrator shall consult with the cost center Senior Repre-  
9 sentative prior to implementation of any change in terms and conditions of  
10 employment.  
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**ARTICLE VIII - FAIR PRACTICES**

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

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1 ARTICLE IX - SALARIES

2  
3 A. Salary Schedules

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5 The salary schedules for employees are set forth in Appendix A of this Agree-  
6 ment. All salaries paid by the Board are in full compensation for all duties  
7 assigned to employees unless additional compensation is expressly provided  
8 therefore by the Board.

9  
10 B. The 1995-96 salary re-opener agreement is as follows:

- 11  
12 1. For the 1995-96 school year, all employees (with the exception of em-  
13 ployees whose salary has been frozen) will receive a one and one half per  
14 cent across the board increase on the respective salary schedules. This  
15 increase will be fully retroactive for the entire 1995-96 school year.  
16  
17 2. All employees employed as of September 20, 1995 will also receive a  
18 one-time cash bonus equal to three per cent of their normal yearly salary  
19 (pro-rated for less than full-time employment) for the 1995-96 school  
20 year. This payment will be made in December of 1995  
21  
22 3. There will be salary reopener negotiations for the across the board in-  
23 crease for the 1996-97 school year. These negotiations will commence  
24 on or before May 1, 1996.  
25

26 C. Longevity Schedules

27  
28 The existing 1993-94 longevity schedule will remain in effect for the duration  
29 of this Agreement, but will remain frozen. No additional employees will be  
30 moved on to that scale and there will be no progression from one longevity  
31 grouping to another.  
32

33 D. Method of Payment

- 34  
35 1. Each employee will be paid semi-monthly on the 15th and last working  
36 day of each month (with the exception of the last paycheck for ten month  
37 employees, which will be received on June 15th or the last workday  
38 prior to June 15, should June 15 fall on a weekend).  
39  
40 2. When a payday falls on or during a school holiday, vacation, or week-  
41 end, which is stipulated on the adopted calendar, employees shall re-  
42 ceive their paychecks on the last working day.  
43

44 E. Payroll Errors

- 45  
46 1. Under normal circumstances, necessary corrections of payroll checks  
47 shall be made within five days of notification.  
48

49 F. Temporary Assignments

- 50  
51 1. Classified employees assigned to temporary positions shall be paid at a  
52 rate commensurate with that position or their normal pay rate, which-  
53 ever is higher.  
54

55 G. In-service Training Points

1. Classified employees may earn in-service credit points by participating in prescribed, preplanned activities.
2. Prior approval on the appropriate Professional Development Center form from the employee's administrative supervisor is required before points will be certified as earned. In-service points may not be earned during regular duty hours. This includes sick days when a stipend is paid. Classified employees will be remunerated in an amount equal to the prevailing hourly federal minimum wage for each in-service salary point earned to be paid after a minimum of nine salary points are earned. No classified employee shall be paid for more than 200 salary points in any one school year (July 1 through June 30). All payments are a one time stipend and will not become part of the employee's base salary. Classified employees earning in-service salary points during a given school year will be paid at the end of that year if they have earned the minimum of nine salary points. There will be no salary point carry-over from one school year into the next.
3. Nine points earned during a school year will yield nine times the prevailing Federal hourly rate to the employee. Eight points or fewer yields no remuneration. Up to 200 points yield that number multiplied by the prevailing Federal minimum wage hourly rate.
4. Regular and special meetings required to carry on the operation of the district shall not be counted for in-service points unless especially designated by the Superintendent.
5. Salary increments for in-service credits earned prior to September 30, 1981 will be "grandfathered" and paid annually. For each salary increment (30 clock hours) earned prior to September 30, 1981, payments will be made as follows: a) Office Staff Personnel - \$5.00 per month; b) Teacher Aide Personnel - \$0.25 per day; c) Classified Specialists - \$5.00 per month; d) Food Service Personnel - \$4.50 per month; e) Transportation Personnel - \$4.50 per month.

#### H. Night Differential

Night differentials will be paid in accordance with the following:

1. Second Shift (beginning on or after 12 o'clock noon) - additional 5%.
  2. Third Shift (beginning on or after 10 o'clock p.m.) - additional 10%.
- I. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one half of their work year. Partial years may not be combined to achieve a full year of service.
- J. 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 above his/her former hourly wage. However, when an employee moves from one salary lane to another within the same salary classification, s/he will move laterally, retaining his/her former step placement on the new lane.
- K. No employee's salary level will be decreased due to a reclassification of his/her position. Any such employee will move to his/her new salary lane and step but will have his/her salary level frozen at the present dollar value of his/her base

1 rate of pay until such time as the dollar value of his/her new salary level equals  
2 or surpasses his/her frozen value. At that point the employee will no longer  
3 continue to have his/her salary level frozen. Employees who are having their  
4 salary levels frozen will receive all applicable longevity and negotiated bonus  
5 payments but will not receive any negotiated "across-the-board" increases or  
6 step increments.

7  
8 L.

- 9  
10 1. For purposes of determining initial placement on the appropriate salary  
11 schedule for new employees, one step will be granted, up to a maximum  
12 of three steps for each two full years of related experience.  
13  
14 2. If an employee employed by the Board resigns his/her position and sub-  
15 sequently is re-employed by the Board, s/he will be given salary credit  
16 for his/her prior service up to a maximum of Step 6 on his/her respec-  
17 tive salary lane. Each rehired employee will receive one year's credit for  
18 each year of prior related experience with the School Board of Sarasota  
19 County. In no event, will a returning employee be placed on a higher  
20 step than that on which s/he was last placed. Prior service time will  
21 apply to the determining of the appropriate longevity bonus (however,  
22 no additional employees will be placed into the 11-15 year longevity  
23 grouping).  
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**ARTICLE X - WORKDAY**

- A. The normal workweek, except as otherwise stated in this Agreement, for bargaining unit employees shall be Monday through Friday.
- B. The normal workday and workweek, excluding lunch, shall for full-time employees, as defined in this Agreement, be as follows:

	Per Day	Per Week
Management Information Services	7.5	37.5
Office Staff Personnel	7.5	37.5
Food Service Assistant II	7.5	37.5
Food Service Manager	8.0	40.0
Custodial Personnel	8.0	40.0
Maintenance Personnel	8.0	40.0
Paraprofessionals and Teacher Aides	7.0	35.0
Transportation Personnel	4.0(Min)	20.0(Min)
Transportation Maintenance Personnel	8.0	40.0
Classified Specialists	7.5	37.5

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

In maintenance and custodian cost centers where more than one employee is eligible to earn overtime the following rules shall apply.

1. A seniority list shall be posted.
2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list) in the following manner:
  - a. Overtime refused shall be charged to the refusing employee.
  - b. Overtime offered and refused within 48 hours of its commencement shall not be charged against the employees as provided in (a).
  - c. Overtime not requiring specific work skills may be offered to school employees outside the cost center or department if all the eligible employees within the department or cost center have refused it.
  - d. Any deviation from rotating seniority shall be limited to:
    - (1) employee eligible for the overtime does not possess the skills necessary or,

1 (2) an emergency exists requiring immediate action.  
2

3 e. Overtime requiring more than one regular shift shall be divided  
4 between two or more eligible employees.  
5

6 3. Following the first cycle through the seniority list deviation from rotat-  
7 ing seniority will be made when necessary for equalizing the overtime  
8 earned (i.e., person with the least earned overtime will be offered over-  
9 time).  
10

11 F. When the administration requires overtime work, an employee will be paid at  
12 the rate of one and one-half times his/her regular hourly rate for all hours  
13 worked in excess of 40 hours in a week. They will also be paid at the rate of one  
14 and one-half times their hourly rate for all hours worked in excess of eight  
15 hours in a given work day (or over ten in the four day work week). Employees  
16 who have had unpaid or unauthorized leave shall not be eligible for time and  
17 one half pay during the week in which the leave occurred unless the actual  
18 hours worked exceed 40 hours. Employees who work additional hours beyond  
19 their normal work week at regular part-time employment within the school  
20 system (i.e. late afternoon and evening programs) shall be exempt from this  
21 provision.  
22

23 G. When the administration requires an employee to return to work on other  
24 than his/her regularly assigned shift, the employee shall receive a minimum of  
25 two hours pay at time and one-half his/her regular hourly rate.  
26

27 H. Employees shall be given 30 days notice in writing of any shift adjustments  
28 except as otherwise provided in this Agreement and in cases of emergencies.  
29 The needs of the employee shall be accommodated whenever possible.  
30

31 I. In no instance shall compensatory time be utilized in lieu of payment for ser-  
32 vices.  
33

34 J. When applicable, employees shall be paid in accordance with the Fair Labor  
35 Standards Act.  
36

37 K. Overtime work will be distributed among qualified employees in the same  
38 classification within the cost center on an equitable basis by rotating such  
39 work through the appropriate seniority list. This does not preclude the admin-  
40 istration from selecting a specific employee to perform tasks which require  
41 that employee's special expertise.  
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**ARTICLE XI - CLASSIFICATION WORKING CONDITIONS COMMITTEE**

**A. Organization**

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

**B. Powers and Responsibilities**

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

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1 ARTICLE XII - PERFORMANCE EVALUATION

2  
3 A. Staff Evaluation Procedure

- 4  
5 1. Each employee shall be evaluated by the Cost Center Head or his/her  
6 administrative designee when deemed necessary, but no less than once  
7 every three years.  
8  
9 2. All evaluations shall be in written form utilizing the format adopted by  
10 the School Board (Form Adm. 10) or other format which has been  
11 mutually agreed upon by the Parties.  
12  
13 3. Signing of Evaluation: The employee may sign and date the written  
14 evaluation indicating that s/he has read the written evaluation and has  
15 had the opportunity of making comment on the evaluation. The em-  
16 ployee may request that additional comment pages be added to the evalu-  
17 ation if s/he so desires. If the employee declines to sign a completed  
18 evaluation form, s/he shall, within ten working days, provide a signed  
19 statement either stating his/her intent to grieve or present a rebuttal to  
20 be attached to the evaluation. An employee shall not be requested nor  
21 required to sign a blank or incomplete evaluation form.  
22

23 B. The evaluator shall make one of the following recommendations on each evalu-  
24 ation:

- 25  
26 1. The person be continued in his/her position of employment.  
27  
28 2. The person be continued in his/her position of employment but be given  
29 additional training in specified areas.  
30  
31 3. That the person be placed on a NEAT process which if not completed  
32 successfully, could lead to a possible termination of his/her employment.  
33

34 C. NEAT Process

- 35  
36 1. If a NEAT process is recommended by the evaluator, the evaluator and  
37 the employee must meet within 20 working days of the time that the  
38 evaluation was presented to the employee in order to begin implementa-  
39 tion of the process. At the first meeting, the evaluator must specifically  
40 outline areas of unsatisfactory performance and present what improve-  
41 ments would be necessary for the performance to be considered satisfac-  
42 tory. The evaluator must also recommend prescriptions for improve-  
43 ment in the specific areas of concern. The employee has the right to  
44 have Union representation at all meetings during the NEAT process.  
45  
46 2. Within 20 working days of the first meeting of the NEAT process, a  
47 written plan of improvement must be presented by the evaluator to the  
48 employee. The plan must define specific persons, procedures, activities,  
49 or training which will assist the employee in achieving success. If a plan  
50 of improvement is not agreed upon by the Parties within ten days after  
51 presentation, the evaluator's plan may be implemented.  
52  
53 3. The plan evaluation period will last for at least 180 days. The plan will  
54 outline specific meeting times for the evaluator and the employee to  
55 share feedback on the progress of the plan. Mandatory meetings will be  
56 held on days 30, 60, and 120 of the evaluation period.

4. Within ten days of the conclusion of the 180 day evaluation period, the evaluator will undertake another complete evaluation. If the employee has not achieved the goals of the improvement plan s/he may be recommended for termination. The result of the evaluation will be presented to the employee at the final evaluation meeting.

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1 **ARTICLE XIII- PROFESSIONAL DEVELOPMENT CENTER**

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3 The Board will continue to promote appropriate educational programs through  
4 the Professional Development Center for purposes of maintaining and im-  
5 proving the skills of classified employees.  
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**ARTICLE XIV - TRANSFERS/PROMOTIONS**

**A. Voluntary Lateral Transfers**

**1. Custodian and Food Service Divisions**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- g. All bids are final and binding at the conclusion of the bid meeting.
- 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.

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2. Aides, Office Staff Personnel

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 decision making model of governance approved by the School Board and the SC/TA, the following procedures for selection and lateral transfer of staff will apply unless a waiver of this section has been granted by the Parties to this Agreement

- (1) Personnel Functions of the Cost Center Management Team or its Designee: The Cost Center Management Team will (a) recommend a set of minimum qualifications to be utilized in any posting of a staff vacancy in the cost center, (b) establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, (c) establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, and (d) based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.
- (2) Seniority to Govern in Filling Vacancies, When All Other Qualifications are Substantially Equal: The committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

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

- (1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with the terms set forth in this Agreement. Employees wishing to transfer to said vacancy shall express their written request to the cost center head and to the Personnel Office. Employees applying for a lateral transfer within classification must possess the necessary qualifications for the vacant position. Lateral transfer requests shall be filled in accordance with seniority within the district.
- (2) Appeal of Voluntary Transfer Determination: If, in the judgment of the cost center head, the staff member selected under this process for lateral transfer is not qualified for the posi-

tion, he/she shall provide a written justification to the Superintendent of Schools. The Superintendent shall refer the justification to the SC/TA President for his/her concurrence. If the Superintendent and the President do not agree, the matter will be presented for final determination to a neutral third party mutually selected by the Superintendent and President.

3. Voluntary Transfer to a Different Salary Lane :

- a. Voluntary lateral transfers will be granted prior to filling a vacancy for voluntary transfer to a different salary lane.
- b. Each vacant position will be posted county-wide for a period of ten working days.
- c. The position in question will be offered to the most senior, qualified applicant. In the case of aide or secretarial positions, the procedures outlined in Article XIV, Section A(2) will be applied to determine the successful applicant. The successful applicant must possess all minimum job qualifications contained within the job posting.
- d. In order to be eligible for such voluntary transfer, the employee must not have received a Needs Improvement or Unsatisfactory rating on his/her most recent Performance Evaluation.
- e. Any employee transferring to another salary lane pursuant to this section will be placed on a 180 day probationary period in his/her new position. During this period, the employee may not be evaluated in the first 30 calendar days. Should any performance concerns emerge after the first 30 days, the respective administrator will provide written notification to the employee of his/her failure to meet the administrator's expectations. This notification will include specific recommendations that if completed or corrective action is demonstrated, would lead to the employee's successful completion of the probationary period. Any employee will be given a minimum of 120 days to address these written concerns. The 180 day probationary period will be extended as needed to conform with the 120 day assistance period, but in no event will exceed a total 240 days duration.
- f. An employee who is unsuccessful in his/her probationary period or who desires to return to his/her former position; during the probationary period, will be returned to his/her former position or a substantially similar position (in terms of hours, pay grade, and job duties).

B. Involuntary Transfers

1. Voluntary transfers shall be sought prior to initiating any involuntary transfers.
2. The employee with the least amount of appointed seniority in the system shall be involuntarily transferred before a more senior employee.
3. Involuntary transfers will not be used for disciplinary reasons.
4. Employees to be involuntarily transferred will be placed in accordance with those procedures outlined in Article XV, Reduction In Force.

1 C. Promotions  
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- 3 1. Where a career ladder or voluntary incentive program exists, the em-  
4 ployee must have completed those requirements associated with the  
5 position being sought.  
6  
7 2. Lead person positions will be filled on the basis of department wide  
8 seniority.  
9  
10 3. All administrative vacancies shall be posted in accordance with School  
11 Board Rule 4.104.  
12  
13 4. Any employee possessing the appropriate promotional qualifications may  
14 apply for an administrative vacancy.  
15  
16 5. The Board shall utilize to the maximum extent possible, the skills, tal-  
17 ents, and qualifications of its employees and shall fill position vacancies  
18 by promoting from within in accordance with current School Board  
19 Rule 4.104 or any career ladder or voluntary incentive program.  
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21 D. Temporary Assignments Above Grade  
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23 Any employee assigned to a temporary position shall be paid at a rate com-  
24 mensurate with that position or his/her normal pay rate, whichever is higher.  
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## ARTICLE XV - REDUCTION IN FORCE

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

### A. Definitions

1. **Basic Qualifications:**  
Basic qualifications are the minimum qualifications required in the most recent job description. In those cases where no job description exists, the employee will be given the opportunity to demonstrate whether s/he meets the minimum qualifications necessary for the position in question (e.g., interview, testing out).
2. **Reduction in Force (RIF):**  
A reduction in force is said to exist when the number of personnel within any given job or salary classification is reduced or when the number of classified bargaining unit employees exceeds the number of positions in the classified bargaining unit.
3. **Department:**  
The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food Service, Telecommunications, Aides, Media and Instructional Materials, Construction, Purchasing, Finance, and Computer Services.
4. **Salary Equalization:**  
For purposes of comparing different salary schedules, comparisons will be made based upon the top hourly wage of each schedule. When an employee is moved from one salary schedule to another due to being displaced, s/he will be moved in such a fashion to minimize any salary injury incurred by such a move. This will take precedence over any salary implementation language found elsewhere in the agreement.
5. **Seniority:**  
Classified employees will be subject to layoff based on the least amount of continuous service in the Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fashion. Seniority will be defined as 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 all prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred.
6. **Date of Hire:**  
The effective starting date as designated by School Board action in appointing a given employee will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists; the date of the application will be the deciding factor. Should a tie still exist, ties will be broken by a coin toss.

### B. Procedures

1. **Preferences -** Each employee will complete a preference form which may

1 be updated until the placement process is undertaken. The form will  
2 include a listing of the employee's work site preferences and whether or  
3 not s/he would desire a voluntary transfer to a particular work site(s).  
4

5 2. Placement  
6

7 a. Each cost center will compile a list of all positions to be elimi-  
8 nated for the following school year. At that time the cost center  
9 head will also identify the least senior employee at that cost center  
10 currently working within the job classification in which the  
11 position(s) is/are being eliminated. Pursuant to the procedures  
12 outlined in subparagraph (b) below, the cost center head, prior to  
13 May 20 of any given school year, will transmit to the Personnel  
14 Office a listing of all positions eliminated, employees surplusped,  
15 and vacancies anticipated.

16 b. The employee(s) to be surplusped at each cost center will be the  
17 least senior at that cost center currently working within the job  
18 classification of the position(s) to be eliminated; provided, how-  
19 ever, that an employee who has had his/her position eliminated  
20 may elect to remain at that cost center should s/he possess more  
21 seniority than another employee at that cost center holding a po-  
22 sition for which the employee is qualified in his/her present job  
23 classification. In such a case, the employee possessing the least  
24 seniority at that cost center will be surplusped. An employee whose  
25 position has been eliminated must be given the opportunity to  
26 elect to remain at his/her cost center in another position in his/  
27 her former or a lower job classification for which s/he is qualified,  
28 and must exercise his/her election, prior to surplus lists being trans-  
29 mitted from the cost center to the personnel office (with the ap-  
30 propriate salary adjustment).

31 c. Upon receipt of surplus lists from all cost centers, the Personnel  
32 Office will compile a listing, in seniority order, of all employees  
33 who have been surplusped. That listing, as well as a listing of all  
34 vacancies county-wide, will be posted for a period of five working  
35 days. Employees may update their preference lists through the  
36 conclusion of this five day period.

37 d. All employees will be placed into vacant assignments according to  
38 seniority, based upon their expressed preferences. The most sen-  
39 ior surplusped employee will be considered first and placement  
40 will continue on a seniority basis. Each employee must be qual-  
41 ified for the assignment selected. During the placement process, if  
42 no vacancy remains for which an employee is qualified, the em-  
43 ployee will replace the least senior employee in either the north or  
44 south county region (as selected by the employee) in his/her job  
45 classification. The employee may elect to switch his/her region  
46 selection and pick from vacancies in the other location. This pro-  
47 cess will continue until there remains no employee on the surplus  
48 list who has more seniority than any employee in the district hold-  
49 ing a position in that job classification. Those employees who are  
50 junior to all others in the district within their job classification  
51 will thus be identified. Those junior employees, for whom there  
52 are no positions available within their job classification, will be  
53 laid off. Those laid off employees will have recall rights within the  
54 parameters set forth elsewhere in this Agreement.

55 e. During the placement process, should an employee not be reas-  
56 signed due to his/her failing to be assigned to one of the work

sites stated on his/her preference form or because a Preference Form was not filed, management will attempt to contact said employee to explain to him/her those positions remaining available at that time. Should management not be able to contact said employee, the employee will be reassigned to a cost center and position most closely resembling that which they were last assigned or those expressed on their preference form. Should said employee upon his/her return not agree with the placement, s/he will be allowed to exercise his/her seniority for any remaining unfilled positions for which s/he is qualified.

- C. Return to Former Placement - Any employee displaced from his/her position due to the implementation of those procedures described above will be able to return to a position vacancy at his/her last former work site at his/her present or former job classification for which s/he is qualified or in the case of an employee who has suffered an involuntary reduction in his/her job classification, to any position vacancy, county-wide on his/her former job classification should such a position become available within a period of five years. Such return will be automatically granted upon receipt of the employee's request and will be undertaken on a seniority basis in the order specified in Article XVI. It will be the employee's responsibility to monitor such opportunities.
- D. Notification - The Board agrees to provide notice of the layoffs to the affected employees and the Union at least ten work days before any action is taken. Notification of layoff shall be sent by certified mail to the affected employee. It is the employee's responsibility to keep the Personnel Office informed of his/her current address.
- E. Job Placement Assistance - Any laid off employee will be offered job placement assistance and counseling services by the Board to assist him/her in securing other employment.
- F. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn seniority placement within the unit at that time. Any administrator who had previous status within the bargaining unit and has not had a break in service shall retain those previous years in the bargaining unit toward his/her seniority status. All administrators returning to the bargaining unit will be placed into vacancies following those procedures described below.

1 ARTICLE XVI - RECALL

2  
3 A. Laid off employees shall be recalled to their job classification in inverse order  
4 of layoff.

5  
6 B. Laid off employees will be given right of first refusal for any position in their  
7 own or a lower salary classification for which they meet the minimum job  
8 qualifications. Failure to accept a lower salaried position does not constitute  
9 failure to accept an offer of recall as defined below.

10  
11 C. Employees will be recalled or placed into vacant positions in the following  
12 order:

- 13  
14 1. Laid off employees returning to duty.  
15  
16 2. Employees returning to their former salary lane following an involun-  
17 tary transfer to a lower salary lane (employees retain this right for a  
18 period of five years following their involuntary transfer). Any employee  
19 who was placed on a higher step due to the implementation of those  
20 procedures outlined in Article XV, Section A(4) of this Agreement will  
21 be returned to his/her former salary lane and will be placed on the step  
22 upon which the employee would have been placed had the employee  
23 been continuously employed in his/her former salary lane.  
24  
25 3. Employees returning to their former work site following an involuntary  
26 transfer (employees retain this right for a period of five years following  
27 their involuntary transfer).  
28  
29 4. Employees returning to duty from a leave of absence.  
30  
31 5. Voluntary transfer of employees.  
32

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

35  
36 D. A laid off employee will be given by registered or certified mail ten calendar  
37 days notice of recall. A laid off employee shall inform the Board in writing of  
38 his/her acceptance or rejection of recall within ten calendar days of receipt of  
39 the registered or certified letter or within 20 calendar days of the mailing of  
40 the notice, whichever is earlier. In the event the employee does not respond  
41 within the time line, the Board is released from recall obligations, and the  
42 employee will be deemed to have voluntarily resigned from the employment  
43 of the Board. It is the employee's responsibility to keep the Board informed of  
44 his/her current address.

45  
46 E. Employees will be on layoff for a period not to exceed two years from date of  
47 layoff or until recalled or recall is declined, whichever is sooner.  
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**ARTICLE XVII - PAID LEAVES**

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**A. Sick Leave**

**1. Sicknesses or Death**

- a. Each full-time employee is entitled to four days of sick leave as of the end of the first month of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
- b. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

**2. Personal Leave**

Each employee shall be provided six days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her cost center head at least 48 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the cost center locations, and they are to be filled out upon the employee's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours notice has been given.

**3. Transferring in of Sick Leave**

The transferring in of sick leave is not allowed.

**4. Sick Leave Payoff Cap**

Effective with this Agreement the sick leave payoff cap is 180 days. Employees possessing more than 180 days in sick leave accumulation prior to 1984 will be grandfathered at the level they possessed at that time.

**B. Illness-In-The-Line-Of-Duty Leave**

Each employee shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

1 As a prerequisite for any leave granted pursuant to this Article, an employee  
2 shall obtain a certificate of illness or injury from a licensed physician.  
3

- 4 1. Such leave due to the aforementioned illnesses shall be authorized for  
5 the length of time which is generally accepted by the medical profession  
6 as necessary for recovery or for the specified time allotted for recovery by  
7 the individual employee's physician, whichever is shorter.  
8
- 9 2. Leaves due to the aforementioned injuries shall be authorized for the  
10 maximum number of days as specified by the then current applicable  
11 Florida Statute following the injury or illness, whichever is shorter. Af-  
12 ter that time, the employee will receive wage loss payments as specified  
13 by Florida Statute.  
14
- 15 3. The Board's liability pursuant to this Article shall end if the employee  
16 becomes eligible for state and/or social security disability benefits.  
17
- 18 4. The employee may use his/her own accumulated sick days upon expira-  
19 tion of benefits under Sections 1 and 2 above.  
20
- 21 5. The employee shall be provided, upon request, unpaid personal leave  
22 for medical reasons upon expiration of the in-the-line-of-duty leave and  
23 accumulated sick leave.  
24

25 C. Verification of Reasons for Leave  
26

27 Upon return from leave as described in paragraphs A and B, the cost center  
28 head shall provide the employee with necessary forms for verification of the  
29 reasons for absence. Such completed forms shall be submitted to the cost center  
30 head within five working days following the employee's return from leave.  
31

32 D. Leave for Legal Commitments and Transactions  
33

- 34 1. An employee who is absent because of a mandatory (subpoena) court  
35 appearance shall incur no reduction in pay by reason of such appear-  
36 ance. A copy of the subpoena must be filed with the absence report.  
37
- 38 2. An employee may serve on temporary assignment on jury duty without  
39 loss of pay if s/he so desires.  
40
- 41 3. An employee released from his/her subpoena or jury duty with suffi-  
42 cient time remaining to return to his/her cost center to complete at least  
43 one-half day of his/her duty day shall return to his/her cost center unless  
44 released by the cost center head.  
45

46 E. Military Leave  
47

48 Leaves of absence for the performance of duty with the United States Armed  
49 Forces or with a reserve component thereof or with the National Guard shall  
50 be granted in accordance with applicable law.  
51

52 F. Vacations  
53

- 54 1. All full-time employees working on a 12 month basis shall earn vacation  
55 leave as follows:  
56

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)
Over 120 months	1 1/2 days per month (18 days per year)

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
234 Workdays	231 Workdays	228 Workdays	
<u>6</u> Paid Holidays	<u>6</u> Paid holidays	<u>6</u> Paid holidays	
240 Paid days	237 Paid days	234 Paid days	
<u>12</u> Vacation days	<u>15</u> Vacation days	<u>18</u> Vacation days	
252	252	252	
9 Other holidays	9 Other holidays	9 Other holidays	
<u>104</u> Weekend days	<u>104</u> Weekend days	<u>104</u> Weekend days	
365 Total	365 Total	365 Total	

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

G. Holidays

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.

1 **ARTICLE XVIII - UNPAID LEAVES**

2  
3 A. Professional Association Leave

- 4  
5 1. Leaves of absence, limited to two persons per year shall upon request be  
6 granted to Union officers. One such leave shall be restricted to the Union  
7 President. Any exceptions may be made at the determination of the Su-  
8 perintendent  
9  
10 2. Leave application for serving as full time, paid officer of an education  
11 association shall be submitted to the Superintendent not later than 60  
12 days prior to the start of the semester in which leave is to commence.

13  
14 B. Other Leaves

- 15  
16 1. An employee requesting an unpaid leave for reasons other than those  
17 provided in Sections A above shall file a written request with his/her  
18 immediate administrator. The request will be approved or denied at the  
19 discretion of the immediate administrator.  
20  
21 2. An employee granted an unpaid leave shall be given the opportunity,  
22 unless restricted by insurance contracts with the Board, to continue in-  
23 surance in existing school programs during the leave, provided that the  
24 premiums for such insurance programs shall be paid by the employee on  
25 a monthly basis in advance of the month due.  
26  
27 3. An employee shall be granted a leave of absence credit in his/her respec-  
28 tive retirement system to the extent and in the manner provided by  
29 statute. It shall be the sole responsibility of the employee to make ar-  
30 rangements to obtain such credit.

31  
32 C. Leave of Absence

33  
34 A leave of absence may be granted for a period of up to one year for personal  
35 reasons or family illness. With respect to family illness, appropriate medical  
36 documentation may be required.  
37

38 D. Duration of Leaves

39  
40 Exclusive of A and B above, the Board will not refuse subsequent leave request  
41 without sufficient reason. Under normal circumstances, such leaves shall not  
42 exceed three years.  
43

44 E. Notification of Return

45  
46 Employees on extended unpaid leave shall notify the Personnel Office on or  
47 before March 1st of their intent for the coming year.  
48

49 F. Deadline for Applying

50  
51 The deadline for applying under normal circumstances for an unpaid leave of  
52 absence shall be March 1st of each year.  
53  
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**ARTICLE XIX - MATERNITY AND CHILD CARE LEAVE**

**A. Maternity Leave**

- 1. A maternity leave without pay shall upon written request be granted to an employee any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the employee and her physician. Except in case of emergency, the employee shall give written notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the employee should be able to work. All or any portion of a leave taken by an employee because of a medical disability connected with pregnancy may, at the employee's option, be charged to her available sick leave.
- 2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either:
  - a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the employee shall be returned to her former position; or
  - b. on the first day of the next school year following the termination of pregnancy, at which time the employee shall be returned to her former position or a substantially similar position for which she is qualified, at the discretion of the Superintendent.

**B. Child Care Leave**

- 1. A child care leave without pay, not to exceed one year, shall be granted an employee upon written request to the Superintendent. Such a leave shall be requested at least 30 calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three months after the date of the adoption. An employee may request in writing an additional year of child care leave. Such request shall be submitted not less than 30 calendar days prior to the conclusion of any year already granted.
- 2. Upon return from the child care leave, the employee shall be assigned to his/her former position, if available, or to a substantially similar position for which the employee is qualified and if such a similar position is available. If no such position is available, the employee shall be placed upon a preferential recall list and shall be placed in the first open substantially similar position for which s/he is qualified.

**C. Retirement Credit**

An employee on a leave pursuant to this Article may receive credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the employee to make arrangements to obtain such credit.

**D. Insurance Benefits**

Where permitted by the carrier, the employee on an unpaid leave pursuant to this Article may maintain his/her Board paid health and life insurance benefits

1 by paying the Risk Management Office in the amount and at the times neces-  
2 sary for maintaining such benefits.

3  
4 E. Experience Credit

5  
6 In leaves pursuant to this Article, no experience credit on the salary schedule  
7 shall be granted for any year in which the employee does not work one day  
8 more than one-half of the regular contract year.

9  
10 F. Duration of Leave

11  
12 The Board will not refuse subsequent leave requests without sufficient reason(s).  
13 Under normal circumstances, such leaves shall not exceed three years.  
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## ARTICLE XX - PERSONNEL RECORD

### A. Maintenance

1. There shall be only two personnel files as defined in Florida Statutes, Chapter 231.291. One shall be maintained at the Office of Personnel of the Sarasota County School Board and the other at the office of the employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copied by request of the employee or required by Florida Statute.
2. An employee may request through his/her immediate supervisor access to his/her site file. Requests to review the personnel file shall be made to the Personnel Office in person. Where time parameters or lengthy distances to the Personnel Office are a concern, cost center heads will assist employees where possible.
3. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, s/he may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the employee.
4. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the Employer.
5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.
6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 231.291. If an employee's file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Personnel.

- 1 7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of Personnel of the Sarasota County  
2 Public Schools and maintained in a manner consistent with the State  
3 Public Documents Statutes.  
4  
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- 6 8. Notification: Any employee whose personnel file has been inspected by  
7 anyone outside the scope of authority as defined in Florida Statutes,  
8 without the employee's knowledge or permission shall be notified in  
9 writing within 48 hours as to who requested and observed the file and  
10 the purpose of such request.  
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12 B. Complaints  
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14 When a written complaint concerning an employee's conduct and/or perfor-  
15 mance is made by the parent of a student or any other member of the public,  
16 the supervising administrator shall attempt to resolve the complaint with the  
17 complaining party and consult with the employee involved. No complaint  
18 shall be placed in the official personnel file until such time as the complaint  
19 has been sustained through an impartial hearing procedure (outlined in this  
20 contract or consistent with applicable statutes), or the parties involved have  
21 mutually agreed to the disposition of the complaint.  
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## ARTICLE XXI- GRIEVANCE AND ARBITRATION

### A. Definitions

1. The "grievant" is an employee, a group of employees, or the Union filing a grievance.
2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and policies affecting the terms or conditions of employment.
3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

### B. Procedures

1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the Parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.
2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the administrator's denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the cost center head or his/her designee, allegedly causing the grievance. The cost center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.
3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant Superintendent or his/her designee no later than ten working days after the response was received at the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response to the Step Two grievance no later than ten working days following the Step Two meeting.

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4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Two meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.
  5. Step Four (optional): Should the Parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be chosen through mutual agreement of the Parties. There will not be a binding decision on the Parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either Party.
  6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days after the receipt of the decision in Step Three or Four.

26 C. Rules

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1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. An employee may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
    - 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, to subtract from, to modify, or to 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 XX-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.
  14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

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15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel files.
16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superintendent or his/her designee.
17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance will be considered to be automatically advanced to the next step of the grievance and arbitration process as described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance will be denied (such denial will not establish past practice on the matter at hand).
18. The Union will be considered to be a party with standing in any grievance.

**ARTICLE XXII - DISCIPLINARY ACTIONS**

A.

1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
2. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.
3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

B. Disciplinary action shall be governed by applicable statutes.

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

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

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

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

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

H. Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.

I.

1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows :

- a. Verbal reprimand (written notation placed in site file).
- b. Written reprimand filed in Personnel and site files.

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- c. Suspension with or without pay.
- d. Dismissal

- J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed after a period of two years.
- K. Letters of reprimand may be removed with Board approval from an employee's official personnel file after a period of two years.

ARTICLE XXIII - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

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

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1 **ARTICLE XXIV - LOCAL RELATIONSHIPS**  
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3 A. Upon request of either party at the local level, representatives of the Union  
4 and the Employer shall meet at a mutually agreeable time and discuss, ex-  
5 change views, and attempt to arrive at a joint resolution of problems regarding  
6 personnel policies and practices and other matters affecting working condi-  
7 tions of a purely local nature which are not covered by this Agreement. How-  
8 ever, no changes to personnel policies and procedures affecting working con-  
9 ditions shall be unilaterally implemented unless negotiated accordingly.  
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11 B. Disputes between the parties at the cost center level may be referred for resolu-  
12 tion to the local level of the Union and of the Employer.  
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**ARTICLE XXV - EMPLOYEE ASSISTANCE PROGRAM**

- A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the employee. The provisions of this program will also apply to all School Board retirees.
- B. This program shall include but not be limited to counseling for the following:
  - 1. Drug Abuse
  - 2. Alcohol Abuse
  - 3. Family Counseling
  - 4. Financial Counseling
  - 5. Psychological Difficulties
  - 6. Smoking

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1 **ARTICLE XXVI - EFFECT OF AGREEMENT**  
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- 3 A. Any provision of this Agreement shall be determined a valid exception to and  
4 shall supersede any existing Sarasota School Board rules, regulations, orders,  
5 or practices which are contrary to or inconsistent with the terms of this Agree-  
6 ment.  
7
- 8 B. An individual contract which is executed during the term of this Agreement  
9 between the Board and an employee shall be made expressly subject to the  
10 terms of this Agreement. An individual contract which is executed during an  
11 interim period between this and subsequent agreements between the Board  
12 and an employee shall contain a clause providing that after execution of this  
13 Agreement, said individual contract shall be brought into conformity with the  
14 terms of that Agreement.  
15
- 16 C. The terms and conditions of this Agreement will remain in full force and  
17 effect until such time as a successor Agreement is ratified by the Parties.  
18
- 19 D. The Parties reserve the right to enter into Memoranda of Understanding for  
20 the purposes of clarifying and/or interpreting any contract language contained  
21 herein, to resolve grievances, or to establish any other term or condition of  
22 employment not expressly covered by this Agreement. Any Memorandum of  
23 Understanding entered into by the Parties during the term of this Agreement  
24 clarifying and/or interpreting contract language or resolving a grievance will  
25 continue in full force and effect unless altered in a subsequent collective bar-  
26 gaining agreement, or unless a sunset date is agreed to as part of the original  
27 Memorandum of Understanding. Conversely, any Memorandum of Under-  
28 standing establishing any term or condition of employment not covered by  
29 this Agreement will be considered null and void at the end of the contract  
30 unless expressly extended by the Parties. Such Memoranda of Understanding  
31 for these purposes will not require ratification by the Parties unless those terms  
32 are incorporated into a subsequent Agreement.  
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ARTICLE XXVII - OCCUPATIONAL SAFETY AND HEALTH

- A. Within 30 days of Ratification of this Agreement, the Parties agree to establish a joint committee at both the School Board level and site level.
- B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and the corrective action desired. The School Board/Union Committee will investigate the matter; and if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.
- C. The Committee shall consist of three Union members and two administrative members at each level (Elementary, Middle, High School), and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.

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1 **ARTICLE XXVIII - BENEFITS**

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3 **A. Health Insurance**

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5 1. Preferred Provider Plan- The School Board will provide a Preferred Pro-  
6 vider health insurance plan to each employee at no cost with the follow-  
7 ing minimum specifications:  
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9 a. Lifetime Maximum of \$1,000,000  
10 b. Deductible - Individual \$250  
11 c. In-Network Coinsurance at no less than 85%  
12 Out-of-Network Coinsurance at no less than 70%  
13 d. In-Network coinsurance will apply to all expenses incurred (not  
14 just those determined to be usual and customary)  
15 e. Out-of-Pocket Maximum \$900 per individual plus deductible  
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17 2. HMO Plan - The School Board will provide an HMO health insurance  
18 plan as an option to employees who do not wish to participate in the  
19 indemnity plan.  
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21 3. The School Board will provide spouse, dependent, and family health  
22 insurance options for both the PPO plan and the HMO plan at the  
23 employee's expense.  
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25 4. Employees may waive their right to health insurance by signing a School  
26 Board affidavit of insurance coverage form. Employees who waive their  
27 right to health insurance will have an amount equal to that contributed  
28 to the HMO by the School Board to the 401(k) program as agreed to in  
29 the cafeteria plan.  
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31 5. This section is subject to yearly reopeners including the selection of  
32 providers.  
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34 **B. Worker's Compensation-** The School Board will provide Worker's Compensa-  
35 tion insurance for all employees as outlined in state statutes.  
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37 **C. Cafeteria Plan-** The School Board will provide to each employee at no cost the  
38 following benefits:  
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- 40 1. Life Insurance - \$50,000 for each employee  
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42 2. Disability Insurance - 60% of salary after a 90 day elimination period,  
43 maximum of \$4,000 per month  
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45 3. Dental Plan - Panel plan for employee  
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47 4. Vision Plan - for employee  
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49 **D. Optional Cafeteria Plan-** The School Board will provide the following cafete-  
50 ria options which each employee may pay for if they choose any individual  
51 option:  
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- 53 1. Dental Plan - Panel plan for dependents, and indemnity plan for em-  
54 ployee and dependents.  
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56 2. Vision Plan - dependents

3.	401 (k) Plan	1
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4.	Medical Reimbursement Account - employee and family	3
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E.	Either Party may reopen negotiations if costs exceed present School Board contributions for supplemental core benefits (Section C, above).	5
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F.	If an employee elects to contribute for dependent medical care coverage, those deductions including for the summer period, will be spread equally among all of his/her pay periods.	8
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G.	The Employer shall provide an employee retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.	12
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H.	Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed for any unused sick leave as outlined in Article XXIII.	15
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I.	The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the insurer.	19
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1 ARTICLE XXIX - COST CENTER BASED MANAGEMENT/SHARED  
2 DECISION MAKING

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4 The Board and SC/TA agree on an implementation process toward Shared  
5 Decision Making in accordance with the model as described in Appendix H of  
6 this contract.  
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8 The Parties agree to annually enter into Memoranda of Understanding which  
9 may exempt specific cost centers, participating in implementing a shared deci-  
10 sion making model, from the requirements of specifically identified provisions  
11 of this Agreement. Such exemption(s) must be agreed to by both Parties. The  
12 provisions of the master contract shall be in full force and effect for all other  
13 cost centers. Both Parties agree that the contents of such Memoranda shall not  
14 be used by either side for persuasion in any grievance or impasse proceeding,  
15 and will not constitute grounds for past practice.  
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ARTICLE XXX - KIDS UNDER THE WEATHER

- A. The School Board shall provide the services of the "Kids Under The Weather" program currently in existence at Sarasota Memorial Hospital or another hospital run program mutually agreeable to the Parties.
- B. This service to employees is only in effect during workdays of the employee. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.
- C. The Board shall only provide this service for the period from one and one-half hours before to one and one-half hours after the employee's duty day. If, at any time during the lifetime of this contract, the Venice Hospital becomes a part of this benefit, the time provision will immediately revert back to one hour before and one hour after the employee's duty day. Under no circumstances shall any child be picked up later than five o'clock PM.
- D. Employees shall only utilize this service on days in which they report to duty.
- E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for the following semester (1/2 year).

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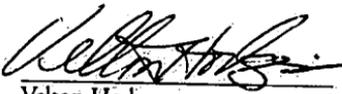
1 ARTICLE XXXI - EARLY RETIREMENT PLAN  
2

- 3 1. The School Board will offer an individual retirement planning and counseling  
4 service for those classified employees who are qualified. Qualified employees  
5 will have 29 years of FRS service regardless of age or be age 55 and have ten  
6 years of service. No employee will be eligible to participate in this plan unless  
7 s/he is at the top of his/her respective salary schedule.  
8
- 9 2. The individual retirement planning and counseling service will provide a de-  
10 tailed study of projected retirement income from various sources.  
11
- 12 3. If the employee decides to retire after the detailed study is complete, the Board  
13 will pay for the life insurance necessary for an employee to retire under Option  
14 1 of the Florida Retirement System and provide an option three level benefit  
15 (including a 3% COLA) to his/her surviving designated beneficiary for his/  
16 her remaining natural life, or if an employee declines this benefit, s/he would  
17 receive an annuitization of its actuarial cost to be paid out over 60 months or  
18 more at the option of the employer.  
19
- 20 4. In order to provide these benefits the actuarial assumptions will be based upon:  
21
- 22 a. Commissioner's standard mortality table of 1980
  - 23 b. U.S. Treasury rates as of the date of the individual study
  - 24 c. Premium rates from A.M. Best A+ rated companies
  - 25 d. Florida Retirement System tables of values
- 26
- 27 5. This early retirement plan will be offered only until August 15, 1993. All  
28 eligible employees must have submitted their retirement letters by that date.  
29 The effective date of retirement must be no later than on the last day of the  
30 first semester of the 1993-94 school year (currently scheduled to be January  
31 14, 1994), at the employee's election. No employee will be eligible to sign up  
32 for the program and receive benefits after August 15, 1993. Employees who  
33 need one year to qualify for 30 years of service or be at the age of 62 must sign  
34 up for the plan before August 15, 1993 but may set a retirement date no later  
35 than June 30, 1994.  
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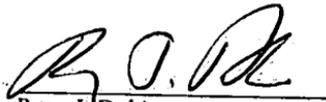
ARTICLE XXXVIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1997. This Agreement may be extended only in writing.
- B. This Agreement may not be assigned by either Party.
- C. This Agreement is subject to salary and benefit reopeners for the 1996-97 school year.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS SEVENTH (7th) DAY OF JUNE 1994 BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

  
 Velton Hodges  
 President, Sarasota Classified/  
 Teachers Association, Inc.

  
 Lydia McIntire  
 Chairperson of the School Board  
 of Sarasota County, Florida

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

  
 Gene Witt  
 Superintendent of Schools

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1 **Appendix A - Salary Schedules**

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OFFICE STAFF SALARY SCHEDULE					
STEP	INDEX	S1	S2	S3	S4
1	1.00	8.75	9.11	10.25	12.84
2	1.03	9.01	9.38	10.56	13.23
3	1.06	9.28	9.66	10.87	13.61
4	1.09	9.54	9.93	11.17	14.00
5	1.12	9.80	10.20	11.48	14.38
6	1.15	10.06	10.48	11.79	14.77
7	1.18	10.33	10.75	12.10	15.15
8	1.21	10.59	11.02	12.40	15.54
9	1.24	10.85	11.30	12.71	15.92
10	1.27	11.11	11.57	13.02	16.31
11	1.30	11.38	11.84	13.33	16.69
12	1.33	11.64	12.12	13.63	17.08
13	1.36	11.90	12.39	13.94	17.46
14	1.39	12.16	12.66	14.25	17.85
15	1.42	12.43	12.94	14.56	18.23

23 **Group S1 - Clerk/Receptionist**

24 School Clerk, Receptionist, Attendance Clerk, Copy Machine Operator, Pro-  
 25 duction Clerk, Switchboard Operator, Secretary/Bookkeeper Assistant.

27 **Group S2 - General Secretary**

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

31 **Group S3 - Principal's/Director's Secretary**

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

35 **Group S4 - Technical/Clerical**

36 Central Office Degreed Accountant.

37 **Required Qualifications:**

39 Must be able to demonstrate proficiency in secretarial skills.

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

42  
 43 All secretarial staff shall be tested prior to employment or transfer to such  
 44 position and meet the following minimum typing requirements:

45

46

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S1	40 net words per minute
S2	50 net words per minute
S3	60 net words per minute

50 All bookkeepers and accountants shall be tested prior to employment or trans-  
 51 fer to such position and shall pass the bookkeeping test with the following  
 52 minimum scores:

53

54

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Elementary School Bookkeeper or Secretary/Bookkeeper	80%
Middle School Bookkeeper	85%
High School Bookkeeper or Accountant	90%

PARA/AIDE SALARY SCHEDULE				
STEP	INDEX	A1	A2	A3
1	1.00	5.64	7.40	9.52
2	1.03	5.81	7.62	9.81
3	1.06	5.98	7.84	10.09
4	1.09	6.15	8.07	10.38
5	1.12	6.32	8.29	10.66
6	1.15	6.49	8.51	10.95
7	1.18	6.66	8.73	11.23
8	1.21	6.82	8.95	11.52
9	1.24	6.99	9.18	11.80
10	1.27	7.16	9.40	12.09
11	1.30	7.33	9.62	12.38
12	1.33	7.50	9.84	12.66
13	1.36	7.67	10.06	12.95
14	1.39	7.84	10.29	13.23
15	1.42	8.01	10.51	13.52

**Group A1 - Monitors**

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.

**Group A2 - Teacher Assistants**

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.

**Group A3- Paraprofessionals**

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.

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.

**Implementation:**

Work year:           Group A1 - 180 days + 6 holidays = 186 days.  
                           Groups A2 and A3 - 190 days + 6 holidays = 196 days.

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.

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MANAGEMENT INFORMATION SERVICES					
STEP	INDEX	MIS1	MIS2	MIS3	MIS4
1	1.00	9.22	12.17	13.56	15.02
2	1.03	9.50	12.54	13.97	15.47
3	1.06	9.77	12.90	14.37	15.92
4	1.09	10.05	13.27	14.78	16.37
5	1.12	10.33	13.63	15.19	16.82
6	1.15	10.60	14.00	15.59	17.27
7	1.18	10.88	14.36	16.00	17.72
8	1.21	11.16	14.73	16.41	18.17
9	1.24	11.43	15.09	16.81	18.62
10	1.27	11.71	15.46	17.22	19.08
11	1.30	11.99	15.82	17.63	19.53
12	1.33	12.26	16.19	18.04	19.98
13	1.36	12.54	16.55	18.44	20.43
14	1.39	12.82	16.92	18.85	20.88
15	1.42	13.09	17.28	19.26	21.33

- Group MIS 1 - Data Entry  
Data Entry and Help Desk Personnel, Registrars.
- Group MIS 2 - Technical Support  
Main Frame Computer Operators and Software Support.
- Group MIS 3 - Technical Support Specialist  
Supervisors of Technical Support Personnel.
- Group MIS 4 - Programmers  
Computer Programmers.

CUSTODIAL SERVICES		
STEP	INDEX	CS 1
1	1.00	7.87
2	1.03	8.11
3	1.06	8.34
4	1.09	8.58
5	1.12	8.81
6	1.15	9.05
7	1.18	9.29
8	1.21	9.52
9	1.24	9.76
10	1.27	9.99
11	1.30	10.23
12	1.33	10.47
13	1.36	10.70
14	1.39	10.94
15	1.42	11.18

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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 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.

**MAINTENANCE**

STEP	INDEX	M1	M2	M3
1	1.00	9.73	10.73	12.18
2	1.03	10.02	11.05	12.55
3	1.06	10.31	11.37	12.91
4	1.09	10.61	11.70	13.28
5	1.12	10.90	12.02	13.64
6	1.15	11.19	12.34	14.01
7	1.18	11.48	12.66	14.37
8	1.21	11.77	12.98	14.74
9	1.24	12.07	13.31	15.10
10	1.27	12.36	13.63	15.47
11	1.30	12.65	13.95	15.83
12	1.33	12.94	14.27	16.20
13	1.36	13.23	14.59	16.56
14	1.39	13.52	14.91	16.93
15	1.42	13.82	15.24	17.30

**Group M1**

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

**Group M2**

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

**Group M3**

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

**Lead Man - Appropriate schedule + 10%**

**Implementation:**

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

FOOD SERVICE					
STEP	INDEX	FS1	FS2	FS3	FS4
1	1.00	5.33	5.90	6.48	6.99
2	1.03	5.49	6.08	6.67	7.20
3	1.06	5.65	6.25	6.87	7.41
4	1.09	5.81	6.43	7.06	7.62
5	1.12	5.97	6.61	7.26	7.83
6	1.15	6.13	6.79	7.45	8.04
7	1.18	6.29	6.96	7.65	8.25
8	1.21	6.45	7.14	7.84	8.46
9	1.24	6.61	7.32	8.04	8.67
10	1.27	6.77	7.49	8.23	8.88
11	1.30	6.93	7.67	8.42	9.09
12	1.33	7.09	7.85	8.62	9.30
13	1.36	7.25	8.02	8.81	9.51
14	1.39	7.41	8.20	9.01	9.72
15	1.42	7.57	8.38	9.20	9.93

Group FS1 - Probationary Food Service Worker.

Group FS2 - Food Service Assistant I

Group FS3 - Food Service Specialist

Group FS4 - Food Service Assistant II

Food Service Manager Intern - FS4 schedule + 7%

Food Service Manager:

0-400 meals - FS4 schedule + 30%

401 - 800 meals - FS4 schedule + 35%

more than 800 meals - FS4 schedule + 42%

#### Implementation:

1. An employee who advances from one group to another shall retain his/her step placement.
2. The hourly rate for food service catering is \$10.00, except in a case where overtime for in excess of 40 hours is applicable.
3. 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.

#### Salary Supplements

1. An annual salary supplement may be earned up to a maximum of \$1,167 for satisfactory completion of the six series/54 units of the Oregon Quantity Food Production training program. Satisfactory completion of an entire series is necessary before a portion of the supplement is earned. The supplement will be prorated based on the number of units in each supplement, as the Oregon series has been eliminated.
2. An annual salary supplement of \$730 for completion of an Associates Degree in Food Service Management or Business Management.
3. An annual supplement of \$1,457 for a Bachelor's Degree in Management or Food Service related program.

TRANSPORTATION				
STEP	INDEX	T1	T2	T3
1	1.00	7.40	8.90	10.04
2	1.03	7.62	9.17	10.34
3	1.06	7.84	9.43	10.64
4	1.09	8.07	9.70	10.94
5	1.12	8.29	9.97	11.24
6	1.15	8.51	10.24	11.55
7	1.18	8.73	10.50	11.85
8	1.21	8.95	10.77	12.15
9	1.24	9.18	11.04	12.45
10	1.27	9.40	11.30	12.75
11	1.30	9.62	11.57	13.05
12	1.33	9.84	11.84	13.35
13	1.36	10.06	12.10	13.65
14	1.39	10.29	12.37	13.96
15	1.42	10.51	12.64	14.26

Group T1 - School Bus Attendants

Group T2 - School Bus Drivers

Group T3 - Route Coordinators/Safety Officers

**Implementation:**

1. Work year: 12 months for Route Coordinators, Safety Officers, and Dispatchers. August through close of school for Drivers: 180 days plus 6 holidays, plus one week of safety school.
2. Working hours: 20 hours minimum per week for bus drivers and attendants of regular routes (T1).  
40 hours per week for Route Coordinators and Safety Officers.
3. Health examinations are required at the beginning of employment; annually thereafter.
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.
5. 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.

SPECIALISTS			
STEP	INDEX	SPEC 1	SPEC2
1	1.00	13.66	14.86
2	1.03	14.07	15.31
3	1.06	14.48	15.75
4	1.09	14.89	16.20
5	1.12	15.30	16.64
6	1.15	15.71	17.09
7	1.18	16.12	17.53
8	1.21	16.53	17.98
9	1.24	16.94	18.43
10	1.27	17.35	18.87
11	1.30	17.76	19.32
12	1.33	18.17	19.76
13	1.36	18.58	20.21
14	1.39	18.99	20.66
15	1.42	19.40	21.10

**Group SPEC1**

Positions requiring RN degree and other Technical/Professional Personnel

**Group SPEC2**

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

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3 **ITEM I: CAREER LADDER PROGRAM**

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5 The Career Ladder Program shall be that program described below and agreed to  
6 between the Parties. This program and the requirements thereof shall not be changed  
7 without the express agreement of the Parties.

8  
9 The Career Ladder Program is intended to provide an upward mobility career ladder  
10 for all food service employees.

11  
12 Vacancies in positions shall only be filled with those employees who have success-  
13 fully completed the Career Ladder Program as specified below. (See Promotion Cri-  
14 teria)

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16  
17 **ITEM II: IMPLEMENTATION**

18  
19 Upon Board approval the administration shall take the following action:

- 20  
21 1. Classes will be filled with employees on the basis of system-wide seniority. The  
22 Board agrees to offer at least two Career Ladder courses each school year (on a  
23 rotating basis). In addition they will offer the Introduction to Food Service  
24 and Equipment Use and Care courses at least once each school year.  
25  
26 2. Employees may not "test out" or use outside experience in lieu of taking the  
27 prescribed course work as outlined above.  
28

29  
30 **ITEM III: SALARIES**

31  
32 All salary levels for a given position will remain at their present levels. No employee  
33 will have his/her salary level adversely affected due to implementation of this Pro-  
34 gram.

35  
36 Any employees classified as assistant managers (S-4) at the time of the implementa-  
37 tion date of this Agreement will be permanently grandfathered in that salary classifica-  
38 tion and will be the first employees enrolled in the Manager Intern Program.  
39

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41 **Item IV: FOOD SERVICE JOB DESCRIPTIONS**

42  
43 **Probationary Employee:**

- 44  
45 1. Become familiar with school's food service operation by completing duties  
46 assigned by Food Service Manager. Probationary period is not to exceed the  
47 allowable days, at which time employee must become regular employee, or  
48 must be terminated. Probationary employees may be terminated at anytime  
49 during their probationary period.  
50 2. Prepares all food items as directed.  
51 3. Performs serving tasks as assigned.  
52 4. Performs cleaning tasks as assigned.  
53 5. Performs sanitation tasks as assigned.  
54 6. Performs storage tasks as assigned.  
55 7. Performs cash collection tasks as assigned.  
56 8. Performs other reasonably related duties as assigned by the Manager or Man-

ager Intern, or as dictated by the situation.

Food Service Assistant I:

1. Prepares all food items as directed. 1
2. Performs serving tasks as assigned. 2
3. Performs cleaning tasks as assigned. 3
4. Performs sanitation tasks as assigned. 4
5. Performs storage and inventory tasks as assigned. 5
6. Performs cash collection tasks as assigned. 6
7. Operates food service equipment in accordance with appropriate procedures. 7
8. Encourages and supports student and staff participation in the School Food Service Program. 8
9. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by the situation. 9

Food Service Assistant II:

1. Prepares the main entrees and/or baked goods and other food items, and monitors the preparation of other food items as assigned. Follows standardized recipes. 10
2. Performs serving tasks as assigned. 11
3. Plans for food needs for following day, and assembles products as required. 12
4. Performs cash collection tasks as assigned. 13
5. Reports daily food amounts utilized. 14
6. Inspects and assists in proper food storage of food and supplies. 15
7. Assists with record keeping and inventory tasks. 16
8. Operates food service equipment in accordance with appropriate procedures, and assists in training of less experienced or qualified personnel regarding equipment use. 17
9. Assists in training of less experienced or qualified personnel regarding food preparation. 18
10. Assists management in building in maintaining a high level of productivity and efficiency in the kitchen. 19
11. Maintains effective operation of the kitchen in the temporary absence of the Manager. 20
12. Encourages and supports student and staff participation in the School Food Service Program. 21
13. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by situation. 22

Manager Intern:

1. Prepares for position of Manager and performs all related duties by completing requirements of the Manager Intern program. (see Item V: Food Service Job Qualifications). 23
2. Assists the Food Service Manager in the daily operation of the School Lunch Program consistent with Federal, State and County regulations. 24
3. Directs and assists the cafeteria personnel as prescribed by the Manager, and consistent with the negotiated agreement in the following areas: 25
  - a. Preparation 26
  - b. Serving 27
  - c. Cash collection 28
  - d. General housekeeping 29
  - e. Sanitation and cleanliness 30

- 1 4. Assists Manager in record keeping, preparation of work schedules, and imple-  
2 mentation of central menu.
- 3 5. Assists in on-the-job training of new employees.
- 4 6. Assists in receiving of goods and supplies.
- 5 7. Follows FIFO (First In, First Out) concept of inventory rotation, manage-  
6 ment and control.
- 7 8. Assists in record keeping.
- 8 9. Maintains reports and invoices.
- 9 10. Assists in ordering food and supplies.
- 10 11. Shall learn all aspects of the school's food service operation to ensure that a  
11 high level of productivity and service is accomplished in an efficient and cost  
12 effective manner.
- 13 12. Serves as a proponent of Food Service in his/her school to encourage student  
14 and staff participation in the School Food Service Program.
- 15 13. Performs other duties as assigned by the Manager or as dictated by the situa-  
16 tion.
- 17 14. Rotates among schools to gain experiences as requested by Director of Food  
18 Service.

19  
20 Food Service Manager:

- 21 1. Supervises and organizes a School Food Service Program within a school  
22 center(s).
- 23 2. Directs the on-the-job training program.
- 24 3. Orders supplies and food stocks needed to comply with the bids and central-  
25 ized menu; checks in deliveries; approves invoices for payment; directs proper  
26 storage and inventories for all supplies and food stocks received.
- 27 4. Supervises, orients, and provides objective feedback for employees in the gen-  
28 eral performance of their duties.
- 29 5. Develops a work schedule for all cafeteria personnel.
- 30 6. Compiles reports as required for the operation of the program and is respon-  
31 sible for cash receipts and accounting for receipts, including free and reduced  
32 price meals.
- 33 7. Utilizes cost control procedures to avoid unwarranted operating costs and stays  
34 within budget restraints.
- 35 8. Follows cash collection procedures and deposits money as required by School  
36 Board policy.
- 37 9. Maintains a safe and orderly work environment.
- 38 10. Requisitions for repair and maintenance of equipment. Recommends purchase  
39 of new equipment or replacement of equipment.
- 40 11. Manages all aspects of the school's food service operation to ensure that a high  
41 level of productivity and service of food is accomplished in efficient and cost  
42 effective manner.
- 43 12. Works with the Director of Food Service and/or designee to build and main-  
44 tain an efficient food service program.
- 45 13. Cooperates with the school principal and other departments to provide opti-  
46 mal food services at the school, and to further the food service program as an  
47 educational asset to the school program.
- 48 14. Serves as a proponent of Food Service and their school to encourage student  
49 and staff participation in the School Food Service program
- 50 15. Promotes good public relations and nutrition education at the school center.
- 51 16. Performs other duties as assigned by the Director and/or designee, or as dic-  
52 tated by the situation.
- 53
- 54

55 Item V: FOOD SERVICE JOB QUALIFICATIONS

Probationary Employee:	1
1. Physical examination	2
2. Fingerprinting	3
3. Chest X-ray or tuberculin test	4
4. Eighth grade education with ability to follow directions in English.	5
5. Knowledge of the importance of sanitation and safety in a quantity food service establishment.	6
6. Upon successful completion of the probationary period permission granted to become Food Service Assistant I.	7
	8
Food Service Assistant I:	9
	10
	11
1. Meets all requirements established for a Probationary Employee.	12
2. Within two years of becoming a Food Service Assistant I, the employee must take and pass the following concerns:	13
	14
a. Equipment Use and Care	15
b. Foundations of Food Service	16
	17
	18
	19
	20
Food Service Assistant II:	21
	22
1. Meets all requirements established for a Food Service Assistant I.	23
2. Minimum of one year experience as Food Service Assistant I.	24
3. The following courses must be taken and passed before application can be made for Food Service Assistant II.	25
	26
a. Quantity Food production	27
b. Equipment Use and Care	28
c. Foundations of Food Service	29
d. Cash Collection and Control	30
	31
	32
Manager Intern:	33
	34
1. Meets all requirements established for a Food Service Assistant II.	35
2. Minimum of one year experience as a Food Service Assistant II.	36
3. All courses required for a Food Service Assistant II must be completed. The following courses must be taken and passed before application can be made for Food Service Manager Intern.	37
	38
	39
a. Food Service Regulations and Record Keeping	40
b. Personnel Management	41
c. Nutrition Education	42
d. Public Relations	43
	44
	45
4. Interviews for position, based upon need of projected open managerial positions.	46
5. Attends classes given by Director of Food Service and/or designee. Takes and passes courses in "Catering" designed for Food Service professionals.	47
6. Obtains field experience by working with managers at the elementary, middle and high school levels.	48
	49
	50
7. Upon successful completion of Manager Intern Program, is eligible to interview for position of Food Service Manager.	51
	52
	53
	54
Food Service Manager:	55
	56

- 1 1. High School diploma
- 2 2. Ability to supervise personnel.
- 3 3. Successful completion of the Food Service Manager Intern Program.

4  
5  
6  
7 ITEM VI: PROMOTIONS

8  
9 Promotion to Assistant Manager and Manager shall conform to the following criteria:

10  
11  
12 Manager

- 13  
14 1. Must have completed the Career Ladder Program through the Manager level.
- 15 2. Successful completion of the Food Service Manager Intern Program. During  
16 which time they will work for one semester as a food service manager trainee  
17 in multiple work sites that have one manager over two kitchens, wherever  
18 possible. During this period, the Manager Intern will be afforded assistance as  
19 requested. Should an employee fail to successfully complete the Food Service  
20 Manager Trainee program, s/he will be returned to his/her former position  
21 without prejudice and will remain eligible for a future appointment to a Food  
22 Service Manager Intern position.
- 23  
24 3. As soon as practicable following an official action of the School Board which  
25 results in a Cafeteria Manager vacancy, the position shall be advertised as follows:  
26  
27
  - 28 a) The Personnel Department shall prepare an announcement including  
29 an outline of the job description of the vacancy and cause it to be posted  
30 prominently at all cost centers in the Sarasota County School System.
  - 31 b) The Director of Food Service shall review all applications to confirm  
32 that the minimum requirements are met by the applicants. Only applicants  
33 whose credentials meet those minimum requirements may be eligible.  
34
  - 35 c.) The position will be offered to the most senior candidate who has met  
36 those qualifications specified above.
  - 37 d.) Each new manager will be given a 90 day probationary period in their  
38 new position. During this period the new manager will be afforded  
39 assistance as requested. Failure of the probationary period will only be  
40 for good cause. Should a new manager not successfully complete his/her  
41 probationary period s/he will be returned to his/her former position  
42 without prejudice and will remain in the pool of qualified manager applicants.  
43 A manager who is unsuccessful in two probationary periods  
44 will be removed from the pool.

45  
46  
47 ITEM VII: TRANSFERS

48  
49 Voluntary Transfers

50  
51 Transfer Between Work Sites

52  
53 Voluntary transfers between work sites will be filled in accordance with those  
54 procedures outlined in Article XV (Transfers/Promotions) or elsewhere in this  
55 Appendix.

Transfers Within Work Sites

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

Involuntary Transfers

Transfers, other than voluntary, will be made within the guidelines of the existing SC/TA-School District Master Contract.

ITEM VIII: TRAVEL

When Food Service employees are required to travel between two work sites, they will be compensated for their expenses on a per mile basis at the prevailing State rates. Wherever possible, their work assignments will be selected in such a fashion as to minimize the distance between work sites.

ITEM IX: EXTRA DUTY DAY ASSIGNMENTS

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

1 **APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM**

- 2
- 3 A. Custodian starts as non-appointed employee through Personnel.
- 4
- 5 B. As appointed jobs are available, non-appointed employees are selected on dis-
- 6 trict wide seniority and demonstrated performance.
- 7
- 8 C. Appointed custodians have the opportunity to bid on schedules two times per
- 9 year at specified meetings. Seniority will determine job selection.
- 10
- 11 D. DOE Professional Custodial Training Program (80% passing grade with dem-
- 12 onstrated skills in class 3,4,6,7).
- 13

14

15 **Course Requirements:**

16

17 **Achievement - Certified Custodian Certificate**

18

19 Class #1	The Professional Custodian .....	6 hours
20 Class #2	Safety in School Operations .....	6 hours
21 Class #3	Sanitation and School Housekeeping .....	12 hours
22 Class #4	Floor and Carpet Care for Schools .....	18 hours
23 Class #5	Custodial Essentials Part A .....	18 hours
24	TOTAL .....	60 hours

25

26 **Achievement - Master Custodian Certificate**

27

28 Class #1-5 and 6,7,8		
29 Class #6	Minor Maintenance and Climate Support: Structure and Energy Conservation for the	
30	School Custodian .....	18 hours
31		
32 Class #7	Grounds Care for Schools .....	12 hours
33 Class #8	Custodial Essentials Part B .....	18 hours
34	TOTAL .....	48 hours

35

36 **Master Custodial Certificate**

37

38 Classes #1 - 5 .....	60 hours	
39 Classes #6 - 8 .....	42 hours	
40	TOTAL .....	108 hours

41

42 **Leadership Training (Interaction Management Training):**

43

44 1. Interaction Management .....	2 hours	
45 2. Improving Employee Performance .....	4 hours	
46 3. Improving Work Habits .....	4 hours	
47 4. Maintaining Improved Performance .....	4 hours	
48 5. Utilizing Effective Follow-Up Action .....	4 hours	
49 6. Handling Employee Complaints .....	4 hours	
50 7. Delegating Responsibility .....	4 hours	
51 8. Overcoming Resistance to Change .....	4 hours	
52 9. Reducing Tardiness .....	4 hours	
53	TOTAL .....	34 hours

- E. Achievement - Head Custodian Familiarization Training 80% passing grade in 24 hour classroom setting with demonstrated skills in hands-on activities. 2  
 TOTAL ..... 24 hours 3
- F. After achieving the Master Custodial Certificate, one of two paths may be selected. 4  
 1. Leadership Development Training - 34 hours with completion grade of 80% or higher. 7  
 2. Skill Program \*\* 9  
     a. Optional career pattern for Skilled Trade position. 10  
             11
- G. Internship Program 12  
 1. Work at specific school sites as acting Head Custodian or for relief purposes. An evaluation period to determine skills will be given prior to successful completion of the program. The evaluation period will be no more than one year after they have entered the Internship Program. 13  
             14  
             15  
             16  
             17  
             18
- H. Head Custodian Position - offered to most senior employee who has successfully completed Internship Program. 19  
 1. Employee will attend designated continuing education programs annually to retain Head Custodian status. 20  
             21  
             22  
             23  
             24  
             25
- I. Leadership Development/Technical Training - 60 hours with 80% or higher completion grade. 26  
             27  
             28
- J. Senior Head Custodian - offered to most senior Head Custodian who has responded to the posting. 29  
 1. Employee will attend designated continuing educational programs annually to retain Senior Head Custodian status. 30  
             31  
             32  
             33  
             34

**IMPLEMENTATION**

Upon Board approval the administration shall take the following action:

- 1. Notify all custodial employees about the Custodial Advancement Program. 35  
             36  
             37  
             38  
             39  
             40  
             41
- 2. In conjunction with the Union, establish an "Appeals Panel" to resolve issues arising out of the Custodial Advancement Program. 42  
             43  
             44
- 3. Classes shall be filled in the following manner: 45  
             46  
             47  
             48  
             49  
             50  
             51  
             52  
             53  
             54  
             55  
             56

1 PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

2  
3 1. Notification of courses offered will be sent out by the staff of the Professional  
4 Development Center (PDC). This information shall include, but not be lim-  
5 ited to, the following:

6  
7 Time, place, number of hours, course number, brief description of the course,  
8 class size and name of instructor.

9  
10 2. Interested parties must register with the PDC to insure space available. Appli-  
11 cants shall be selected on a first come - first served basis, except as outlined in  
12 number 3 below.

13  
14 3. Those employees nearing completion of a required and approved program  
15 and/or needing a particular course commensurate with their duties shall be  
16 afforded first priority.  
17

18 COURSE DESCRIPTIONS

19  
20 Sanitation and School Housekeeping ..... 12 hours

21  
22 This training manual includes basic material in the subject areas of:  
23 bacteriology  
24 germicidal - detergents  
25 special cleaning agents  
26 spot and stain removal technique  
27 sanitation tools and supplies  
28 toilet fixtures, surfaces, and finishes  
29 sanitizing methods and procedures  
30 soils and surfaces  
31 housekeeping cleaning methods  
32 pest control

33 Class size maximum - 30

34  
35  
36  
37 Floor and Carpet Care ..... 18 hours

38  
39 This course covers all types of floors and carpets and the care required for each  
40 type such as:  
41 sweeping  
42 dust mopping  
43 vacuuming, wet and damp mopping  
44 scrubbing  
45 stripping  
46 rinsing  
47 sealing  
48 waxing  
49 sanding  
50 spot and stain removal  
51 shampooing  
52 spray buffing  
53 refinishing

54  
55 The class uses visual aids, class discussion participation, and demonstrations.  
56 Class size maximum - 30

<b>Safety in School Operations .....</b>	<b>6 hours</b>	<b>1</b>
An outline of this material is:		2
philosophy and laws		3
accidents and reporting		4
personnel safety		5
conditions		6
factors		7
object handling		8
protective devices		9
special equipment		10
building safety:		11
structural systems		12
mechanical systems		13
electrical systems		14
fire safety		15
housekeeping safety		16
grounds safety: site and physical traits		17
student safety		18
hand tool safety		19
First Aid		20
Class size maximum - 30		21
		22
<b>The Professional School Custodian .....</b>	<b>6 hours</b>	<b>23</b>
Topics discussed are:		25
school CAP for the custodian		26
selecting the custodian		27
good public relations		28
human relations		29
employer-employee relations		30
legal and ethical aspects		31
structure of custodial responsibilities		32
Board policy		33
administrative regulations		34
custodial handbook		35
decision making		36
custodian's relations with general public		37
custodian's relations with employees		38
custodian's role in management		39
communications and responsibilities		40
training new employees		41
Class size maximum - 30		42
		43
		44
<b>Minor Maintenance for Custodians and Climate Support:</b>		45
<b>Structure and Energy Conservation .....</b>	<b>18 hours</b>	<b>46</b>
The course content includes:		47
defining minor maintenance		48
basic electricity: sources, tools, equipment		49
basic carpentry: tools, equipment, job procedures		50
basic plumbing: tools, equipment, job procedures		51
painting: tools, equipment, job procedures		52
masonry: tools, equipment, job procedures		53
Class size maximum - 30		54
		55
		56

1	<b>Grounds Care for Schools .....</b>	<b>6 hours</b>
2		
3	Course Content includes:	
4	good grounds care	
5	lawns: grasses, soil, mowing, disease, fertilizing, watering	
6	recreation areas	
7	shrubbery	
8	trees	
9	equipment	
10	pest control	
11	Class size maximum - 30	
12		
13	<b>Custodial Essentials - Part A .....</b>	<b>18 hours</b>
14		
15	This course is a condensed version of classes 1-4	
16	Class size maximum - 40	
17		
18	<b>Custodial Essentials - Part B .....</b>	<b>18 hours</b>
19		
20	This course is a condensed version of classes 6 and 7.	
21	Class size maximum - 40	
22		
23	<b>Interaction Management, The Challenge of Leadership .....</b>	<b>2 hours</b>
24		
25	This is an introductory module dealing with the Key Principles of the Interac-	
26	tion Management Training Program. The focus is the leadership role of the	
27	Head Custodian.	
28		
29	<b>Improving Employee Performance .....</b>	<b>4 hours</b>
30		
31	As a director of work activities, one of the Head Custodian/Senior Head	
32	Custodian's major responsibilities is keeping the output of the employees in	
33	the work group at certain standards of quality and quantity. To meet the goals/	
34	standards established for the job, each employee must be willing to do his/her	
35	share. When an employee is under-performing, the Head Custodian/Senior	
36	Head Custodian should take action. The key is to handle the discussion with	
37	the employee in such a manner that s/he is motivated to improve performance.	
38	The employee must be motivated. There is no other way to successfully im-	
39	prove the performance of the work group.	
40	Class size maximum - 12	
41		
42	<b>Improving Work Habits .....</b>	<b>4 hours</b>
43		
44	Directors of work activities are often faced with the problem of an employee	
45	who is developing a poor work habit, such as sloppy housekeeping, inappro-	
46	prate dress, unsafe procedures, improper use of the telephone, late reports,	
47	etc. A poor work habit which develops in one employee may spread to the rest	
48	of the work group. Therefore, it must be handled immediately and effectively.	
49	A poor work habit should be dealt with as soon as it appears because habits are	
50	much easier to change as they are developing than after they have become	
51	established. The effective Head Custodian/Senior Head Custodian notices the	
52	work habits of the employees in the work group. When an employee starts to	
53	develop a poor work habit, the Head Custodian/Senior Head Custodian takes	
54	immediate action to change the habit before it becomes a bigger problem.	
55	Class size maximum - 12	
56		

<b>Maintaining Improved Performance .....</b>	<b>4 hours</b>	1
		2
When an employee's performance improves, it is imperative that the Head Custodian acknowledge that improvement in a way that will encourage the employee to maintain the improvement. While it may seem easy to encourage employees to maintain improvement, it is really a very difficult situation to handle effectively. Poor handling of this situation can be seen by the employee as an insincere compliment. Sincerity (either real or perceived) will not encourage the employee to maintain the improved performance.		3 4 5 6 7 8 9
Class size maximum - 12		10
		11
<b>Utilizing Effective Follow-Up Action .....</b>	<b>4 hours</b>	12
		13
When an employee's unsatisfactory performance or poor work habit continues even after discussions of the problem, the Head Custodian needs to take action. This module will help build the skills to conduct effective follow-up discussions, giving the employees another chance to solve the problem before disciplinary action is taken.		14 15 16 17 18
Class size maximum - 12		19
		20
<b>Handling Employee Complaints .....</b>	<b>4 hours</b>	21
		22
Every employee has a complaint from time to time. Sometimes the Head Custodian can take actions which will resolve the complaint; at other times he/she can do little more than listen to the complaint. At all times it is important that the Head Custodian establish a climate which encourages employees to bring their complaints to him/her. Employees will voice their complaints no matter what the work climate. If there is an open climate, the complaint will be voiced to the Head Custodian. If a relatively closed climate has been established, the complaint will probably be voiced only to other employees.		23 24 25 26 27 28 29
Class size maximum - 12		30
		31
		32
<b>Delegating Responsibility .....</b>	<b>4 hours</b>	33
		34
Delegating allows the head custodian time to devote to other activities that will build a more efficient and effective work unit. Effective delegation is probably the most direct and effective way of developing employees. In this module the custodian will develop skills to utilize subordinates effectively by allocating work that is accompanied by responsibility and accountability.		35 36 37 38
Class size maximum - 12		39
		40
		41
<b>Overcoming Resistance to Change .....</b>	<b>4 hours</b>	42
		43
The head custodian has a direct impact upon employee acceptance and involvement whenever changes must be implemented. Managing change means developing strategies to help employees through the transition and to assist those who are having difficulty adjusting during the change period. This module builds skills to effectively work with employees to help them overcome real or perceived barriers to making the change work.		44 45 46 47 48
Class size maximum - 12		49
		50
		51
<b>Reducing Tardiness .....</b>	<b>4 hours</b>	52
		53
Tardiness is a problem that most head custodians have to deal with from time to time. It is important that the tardiness be dealt with effectively and promptly because tardiness causes several other problems. The tardy employee may get		54 55 56

1 behind in his/her work. Also, other employees may be unhappy and wish to  
2 have the same "privilege." The result may be that other employees complain  
3 about the tardy employee or come in late themselves.

4 Class size maximum - 12

5  
6 Custodial Workday Stipulations

- 7  
8 1. All custodial personnel will have a posted schedule drafted by the custodial  
9 manager or his/her designee outlining their regular (routine) duties. The state  
10 guidelines shall be used for establishing the times allotted for custodial duties.  
11 2. When circumstances require a deviation from a custodian's regular schedule,  
12 that schedule shall be modified by the custodial manager or his/her designee  
13 to accommodate the loss of time from the regular schedule.  
14 3. When such modification reduces the routine cleaning of a classroom or other  
15 spaces, the custodial manager or his/her designee shall be responsible for noti-  
16 fying the users of such spaces in order to alleviate any negative reactions to-  
17 ward custodial personnel.  
18 4. When non-routine tasks are assigned that would normally be completed by  
19 personnel other than custodial, the custodian shall not be negatively evaluated  
20 for the time spent on such tasks.  
21 5. Use of regular custodians in lieu of substitute custodians is acceptable as long  
22 as the overtime hours worked do not exceed the cost of a substitute custodian.  
23 If regular custodial staff is not available for overtime, regular aides may be  
24 utilized for custodial duties as long as the overtime hours worked do not ex-  
25 ceed the cost of a substitute custodian.  
26 6. Custodial work assignments at each work site will be posted and bid twice  
27 each school year. The assignments will be bid on a seniority basis, with the  
28 most senior custodian at that work site bidding first and so on down the se-  
29 niority listing until all cleaning assignments have been assigned.  
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APPENDIX D - TRANSPORTATION PROGRAM

Wherever the word "driver" appears, it also applies to attendants.

A. Transportation Attendant Salary Schedule

The Transportation Attendant Salary Schedule is the T1 Salary Schedule.

B. Schedule or Shift Changes

1. Drivers will not be required to work more than eight hours per day or 40 hours per week, nor will they be required to work on Saturday or Sunday except by mutual consent of the driver and Operations.
2. If a driver's schedule is changed resulting in his/her moving into a lower block time, the driver will continue to be paid at the minimum of his/her old block time for 30 days or until the next bid meeting, whichever comes first.
3. Any employee's route may be modified as long as the modification takes place within the employee's bid block time.
4. A driver may be removed from a route with the mutual consent of the driver and the Parties and that driver will become a utility driver. Another utility driver will be assigned to cover the driver's route. The driver shall be guaranteed the route time of his/her old route until the next scheduled bid meeting.

C. Block Time

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

Four - Six hours  
Six - Eight hours  
Eight hours

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

2. Employees bidding for routes in Block Four-Six shall be guaranteed a minimum of four hours per day.
3. Employees bidding and receiving routes in Block Six-Eight shall be guaranteed a minimum of six hours per day, except for ESE routes which shall be exempt from the daily minimum. ESE drivers bidding in this block will be guaranteed a minimum of 30 hours per week.
4. An employee bidding and receiving an eight hour position shall be guaranteed a 40 hour week. Such an employee's schedule may be a flexi-schedule; however, any 40 hour position must be bid, explaining in full the terms and conditions of the position. Such a schedule could encompass a seven day period; however, the employee will be compensated in accordance with applicable statutes.
5. There shall be two classes of Utility Drivers, Utility Driver A and Utility Driver B.

- 1 a. Utility Driver A employees shall be guaranteed a minimum of 35  
2 hours per week. A minimum of two Utility Driver A positions  
3 will be Satellite Monitor positions. Utility Driver A positions will  
4 be open to all employees who have successfully completed the  
5 Dispatcher Training Course. Duties of the Utility Driver A position  
6 will be determined by management.  
7 b. Utility Driver B employees shall be guaranteed a minimum of  
8 four hours per day.  
9

10 D. Bidding of Routes

11 1. Initial Bidding of Routes

- 12 a. All routes will be bid in the following manner and will be filled in  
13 accordance with seniority.  
14 (1) Utility Driver positions will be bid first. Bidding is open to  
15 all drivers.  
16 (2) All ESE drivers and attendants on the existing grandfather  
17 list or ESE drivers or attendants driving ESE on the last day  
18 of the 1987-88 school year will remain ESE drivers or at-  
19 tendants until they bid out of ESE or no longer are bus  
20 drivers or attendants.  
21 (3) All routes, ESE and big bus, will be listed together for bid-  
22 ding. The list shall be from longest to shortest route. ESE  
23 routes shall be coded for identification and grandfathered  
24 ESE Drivers and attendants who choose to remain ESE will  
25 bid first. Such bidding shall be by seniority.  
26 (4) ESE routes remaining open following the grandfathered  
27 ESE bidding will be open for any appointed driver or at-  
28 attendant who has met the ESE training requirement and has  
29 the appropriate seniority.  
30 (5) Grandfathered ESE drivers or attendants who choose to  
31 bid out of ESE will lose their grandfathered status and not  
32 carry the ESE seniority list into the big bus bidding.  
33 b. Routes becoming available after the initial bidding will be offered  
34 to Utility Drivers according to seniority. The least senior Utility  
35 Driver must accept the route if it is not taken by a more senior  
36 Utility Driver.  
37

38 2. Roundhouse Bidding of Routes

- 39 a. Three times per year on or about October 15, January 15, and  
40 March 15, bid meetings will be held at the Transportation com-  
41 pound in Osprey in order to fill all eligible routes that have be-  
42 come available since the previous bid meeting.  
43 b. Ten working days before the bid meeting, a listing of those routes  
44 available with length, stops, pickup and drop-off points will be  
45 posted in the Osprey, 17th Street, and Taylor Ranch Compounds.  
46 New routes may be added to the list up to the day of the bid  
47 meeting.  
48 c. A transportation employee must be present at the bid meeting in  
49 order to bid on a route except as outlined below in Paragraph d. A  
50 bid on a route will not be valid unless made by the person who  
51 will fill the position. Each driver will be afforded a reasonable  
52  
53  
54  
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56

amount of time in which to make a bid. The current route of the 1  
successful bidder will be put up for bid immediately after that 2  
driver accepts his/her new route. Vacant routes will continue to 3  
be bid until all are filled or until no one bids on the remaining 4  
routes. Routes remaining unbid will be disposed of in accordance 5  
with Section D, paragraph 1b. 6

- d. A transportation employee may submit an absentee bid form if 7  
they are unable to attend the bid meeting. Absentee bids will only 8  
be accepted on routes which have been advertised in advance of 9  
the bid meeting on the official announcement. A transportation 10  
employee must submit a separate absentee bid form for each route 11  
they wish to bid on. Absentee bid forms may be received up to the 12  
time of the bid meeting. There is no limit to the number of routes 13  
that can be bid on. After an absentee bidder is successful on any 14  
bid, all other absentee bids are pulled. Absentee bids will compete 15  
with bids from other transportation employees. 16
- e. All bids are final and binding at the conclusion of the bid meet- 17  
ing. 18
- f. Drivers may swap routes only with the mutual consent of the 19  
Administration and the SC/TA, in consultation with the Trans- 20  
portation Working Conditions Committee. 21
- g. After the bid meeting, a date will be set on which the route changes 22  
will take place. This date shall be no more than two weeks after 23  
the conclusion of the bid meeting. 24

### 3. Field Trips 25

- a. All drivers are eligible to drive field trips and will be placed on a 26  
seniority list for the purpose of bidding. 27
- b. The list will be posted at three locations: 17th Street, Osprey, and 28  
Taylor Ranch compounds. 29
- c. Field Trip List 30

- (1) A list of the weekly available field trips will be posted at the 31  
three sites no less than 48 hours prior to the auction. 32

#### d. Auction 33

- (1) The auction will take place at the Osprey Compound at a 34  
time to be determined by the Transportation Working Con- 35  
ditions Committee. 36
- (2) Drivers may use bus pools to the auctions. 37
- (3) The procedures for the auction will be determined by The 38  
Transportation Working Conditions Committee. 39

#### e. Emergency Auctions 40

- (1) Field trips that become available after the regularly sched- 41  
uled auction meeting and that have to be run before the 42  
next scheduled auction will be announced and bid out as 43  
emergency field trip auctions. 44
- (2) An emergency auction field trip will be awarded to the most 45  
senior driver bidding on it. 46
- (3) Emergency auction trips that cannot be auctioned will be 47  
the responsibility of Operations. 48

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f. Overtime

- (1) Drivers are expected to monitor their own hours and should take no field trip that would put them over 40 hours in one week.
- (2) Management reserves the right to allow 40+ hours in some cases.
- (3) If a driver has selected a field trip that will put him/her in an unapproved overtime situation, the driver must give up the field trip and is charged as if he/she had taken one. If the driver has already driven the field trip and has as a result gone into overtime, the driver will be removed from the field trip list for one rotation.
- (4) The second time a driver goes into an unapproved overtime situation as a result of selecting a field trip, his/her name shall be removed from the field trip list for the remainder of the school year.

g. Penalties for Returned Trips.

- (1) In the event a field trip is returned accompanied by an approved blue slip, there will be no penalty, as described in 7b.
- (2) For an unexcused turn back of a field trip, the driver will be removed from the rotation list for one cycle.
- (3) A second unexcused turn back of a field trip will result in the driver being removed from the list for the rest of the school year.

h. An employee shall be guaranteed three hours pay for a canceled field trip. In the event a field trip is canceled and the driver/attendant is given 24 hours advance notice, there shall be no guaranteed pay. The driver shall not be charged for the canceled trip and shall get first bid at the next auction.

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

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

k. A series type field trip is considered as one field trip and shall be assigned to the same driver.

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

4. Emergency Recall List

a. Within 30 days of the ratification of this Agreement, a joint Union/Transportation/Administration Committee shall be formed to develop procedures for the implementation and utilization of this section. Such procedure is to be reviewed and approved by the Personnel Department.

E. Duty Time/Compensation  
*Classified Contract, 1995 revision*

1. Duty time shall be all of that time in which a driver is permitted to perform or suffers in the performance of his/her duties. 1
  2. Drivers will be paid in accordance with this Agreement and/or the Fair Labor Standards Act, whichever rate is greater. 2  
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- F. Radios/Tape Decks 4  
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- Employees shall be permitted to have and use personal tape or deck players in their buses. 7  
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- G. Commercial Driver's License 11
- Employees qualifying for a six year "Safe Driver" Commercial Driver's License shall be reimbursed for the cost of license less the administrative fee. 12  
13  
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- H. Overtime 16  
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18
1. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to the most senior mechanic first and then rotating through the established list. 19  
20  
21
  2. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this Agreement. 22  
23  
24
- I. Student discipline shall be handled in accordance with School Board Rules and policies. 25  
26
- J. Meal Allowances 27  
28
1. Drivers and attendants on in-county field trips shall be responsible for their own lunches. 29  
30  
31  
32
  2. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and attendants earning meal allowances shall be "off the clock" for 30 minutes for each meal earned. 33  
34  
35  
36
- K. Dispatcher Position 37  
38
- Training for dispatcher positions shall be offered to all transportation employees who express an interest in those positions. A list shall be drawn up according to seniority of all who have satisfactorily passed this training and dispatcher positions shall be offered to those employees on this list by seniority as positions become available. 39  
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- L. Summer School 45  
46
1. Initial bidding of routes will be as described in paragraph D. 47  
48
  2. At the end of the first week of summer school, a roundhouse bid will be held to fill routes that have become available. 49  
50  
51
  3. A list of substitutes will be drawn up from employees who volunteer for summer school driving and will be used to fill positions by seniority. 52  
53  
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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  
6 having at least ten days accrued sick leave as of date of application for member-  
7 ship, may enroll in the sick leave bank by voluntarily contributing a newly  
8 earned (eleventh) sick leave day to the bank prior to October 31, of any given  
9 school year. Each employee may not contribute more than one sick leave day,  
10 except as hereafter provided. Sick leave days donated to the bank by employees  
11 will not be returned to employees except as hereafter provided.  
12

13 2. Duration and Replenishment

14  
15 a. When the number of unused sick leave days in the bank is reduced to  
16 30% of the number of members of the bank, the bank will be replen-  
17 ished in the following manner:

- 18  
19 (1) During the two month period following the date when the bank  
20 reaches the 30% point, each member will have one-half day dedu-  
21 cted from his/her personal sick leave account and deposited to  
22 the bank.  
23 (2) A member who chooses to no longer participate in the bank shall  
24 notify the committee in writing of his/her withdrawal and will  
25 not be able to withdraw any sick leave already contributed to the  
26 bank.  
27 (3) A member who chooses to continue participating in the bank will  
28 contribute one-half day of accrued sick leave to the bank.  
29 (4) A member drawing from the bank or in the 20 day waiting peri-  
30 od, as hereafter provided, at the time the bank reaches the 30%  
31 point, may choose to continue participating in the bank by con-  
32 tributing the next one-half day of accrued sick leave to the bank,  
33 regardless of whether or not it is earned within the two month  
34 period set forth in subsection 2.a(1) above.  
35

36 3. Administration

- 37  
38 a. The sick leave bank will be administered by the Personnel Department.  
39 Forms may be obtained by participating employees from the Personnel  
40 Office.  
41  
42 b. An overview committee will be formed to review the administration of  
43 the bank and determine eligibility as set forth in subsection 4.b. The  
44 committee will be composed of two voting representatives appointed by  
45 the Superintendent, two voting representatives appointed by the Union,  
46 and one ex officio representative appointed by the Superintendent. This  
47 person shall act as chairperson of the committee.  
48

49 4. Benefits

- 50  
51 a. In the event a member of the bank suffers a catastrophic illness, acci-  
52 dent, or injury (i.e., one causing the member to be unable to work for a  
53 prolonged period of time for which they are not receiving Worker's Com-  
54 pensation benefits), the member shall receive paid leave from the bank  
55 in the following manner:  
56

- (1) All accumulated sick leave of the member must first be expended. 1
  - (2) Before the first benefits for a member can be drawn from the 2  
bank, the member must undergo an unpaid leave of twenty con- 3  
tinuous work days. However, the member may choose to use ac- 4  
crued vacation days as part of the twenty day period. 5
  - (3) Each time a member wishes to draw benefits from the bank, an 6  
application must be made to the bank, submitting medical certi- 7  
fication and justification for the protracted leave. 8
  - (4) A maximum of 90 paid work days may be received from the bank 9  
by a member. 10
- b. Each application for sick leave bank benefits will be reviewed by the 11  
overview committee, which may challenge an application in the follow- 12  
ing manner: 13
- (1) Two or more voting representatives may challenge the medical 14  
certification of the applicant. 15
  - (2) Upon challenge, the committee chairman will randomly choose a 16  
doctor from a standing panel appointed by the Board. 17
  - (3) The panel doctor will examine the challenged applicant and re- 18  
view pertinent files and records. 19
  - (4) If the panel doctor concurs with the medical certification of the 20  
applicant, the certification will stand and the applicant will re- 21  
ceive the sick leave bank benefits. 22
  - (5) If the panel doctor disagrees with the medical certification of the 23  
applicant, the two doctors will choose a third doctor of their choice. 24
  - (6) The third doctor will examine the challenged applicant and re- 25  
view pertinent files and records. 26
  - (7) If the third doctor concurs with the medical certification of the 27  
applicant, the certification will stand and the applicant will re- 28  
ceive the sick leave bank benefits. 29
  - (8) If the third doctor disagrees with the medical certification of the 30  
applicant, the application will be denied and the applicant will 31  
not receive the sick leave bank benefits. 32
  - (9) Other than as set forth in this subsection (b.2), no challenges or 33  
grievances may be raised concerning the original medical certifi- 34  
cation and the decisions/ opinions of the panel doctor and third 35  
doctor. 36
  - (10) The cost of the medical certification will be borne by the mem- 37  
ber. The cost of the panel doctor and the third doctor will be 38  
borne by the Board. If at any time the costs of the panel and third 39  
doctors are becoming, in the opinion of the Board, too burden- 40  
some, the Parties shall reopen the Agreement to negotiate this 41  
Section 4.b(10). 42

1 APPENDIX F - BARGAINING UNIT INCLUSIONS/EXCLUSIONS

- 2  
3 1. Secretaries to Superintendent  
4  
5 2. Secretaries to Assistant Superintendents  
6  
7 3. Secretaries to Principals  
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9 4. Secretaries to Executive Directors  
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11 5. Personnel Specialists  
12  
13 6. Route Coordinators\*  
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15 7. Safety Officers  
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18 \*Subject to PERC acceptance to joint petition filed by the parties.  
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# APPENDIX G - PERFORMANCE EVALUATION FORM

Form Adm 10

## SCHOOL BOARD OF SARASOTA COUNTY EVALUATION OF CLASSIFIED PERSONNEL

Name (Last, First)		Position Location	
Social Security No.		Salary Group	Date:
Performance Criteria Evaluation		Remarks: Please use numbers to identify comments related to major duties.	
1. Quality of work. (Neatness, completeness and thoroughness of work performed)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
2. Quantity of work. (Amount and promptness of work)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
3. Attendance and Punctuality. (Absences, arrivals and departures)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
4. Responsibility and Dependability. (Consistency, follow directions, perform in reliable fashion)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
5. Use of time. (Planning of work, offering assistance to others, ability to organize workload)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
6. Cooperation. (Working with others, consideration of other employee's work)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
7. Initiative. (Amount of guidance required, resourcefulness, use of own ideas, procedures)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
8. Personal Relationship. (Employee's tact, courtesy, self-control, patience and respect for others)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
9. Acceptance of Constructive Criticism.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
10. Appearance and personal grooming.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

\_\_\_\_\_  
EVALUATOR'S SIGNATURE

I have read and discussed this evaluation  
with my evaluator.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

White Copy: Personnel

Canary Copy: Employee

Pink Copy: Evaluator

1 **APPENDIX H - COST CENTER BASED MANAGEMENT/SHARED**  
2 **DECISION MAKING**  
3  
4

- 5 1. Organization: Each cost center shall determine the organization and structure  
6 of its decision making structure. Administrators and classified staff shall agree  
7 on (a) cost center improvement goals and (b) whether to use a hierarchical or  
8 shared decision making model. A two-thirds favorable ballot by staff and stu-  
9 dent leaders shall be used for this purpose.  
10

11 For those cost centers utilizing Cost Center Based Management/Shared Deci-  
12 sion Making, the following procedures will apply:  
13

- 14 a. Individual Cost Centers: the shared decision making team should be  
15 structured to meet the unique needs of each cost center. Its size should  
16 be functional but large enough to represent cost center's administrators.  
17 Its members shall be selected by peers.  
18

19 The shared decision making team shall make decisions on cost center  
20 site policies and procedures through a consensus development approach.  
21

22 A significant responsibility of the shared decision making team shall be  
23 its participation in the cost center's strategic planning process. In assum-  
24 ing this role, greater flexibility will be provided to the site in its use and  
25 management of human and material resources.  
26

- 27 2. Traditional organization: Cost Centers choosing to utilize a hierarchical model  
28 shall continue to employ appointed staff leaders and Working Conditions  
29 Committees in their traditional advisory roles.  
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1 APPENDIX I - SUMMER SCHOOL

2  
3 A. Application

4  
5 The following agreement pertains only to the filling of positions in the aide  
6 and secretarial divisions for summer school employment. It does not pertain  
7 to the hiring of classified employees in other divisions and is not meant to alter  
8 the past practices which exist in hiring in those divisions.  
9

10 B. Coordination with Main Collective Bargaining Agreement

11  
12 This summer school agreement is adopted by the SC/TA and the Board as an  
13 amendment to the main collective bargaining agreement. If there is any con-  
14 flict or inconsistency between the terms and conditions of the main agreement  
15 and those of this summer school agreement, pertaining to summer school, the  
16 terms and conditions of this summer school agreement shall prevail. Certain  
17 provisions of the main agreement have no relevance to summer school because  
18 of operational differences. Such portions of the main agreement shall not ap-  
19 ply to summer school.  
20

21 C. Summer School Benefits

22  
23 Sick leave will be earned, and may be used or accumulated, in the same man-  
24 ner and degree as during the regular school year. Other fringe benefits pro-  
25 vided during the regular school year will also be provided during summer school,  
26 except that there shall be no duplication or overlap of benefits.  
27

28 All benefits will be prorated according to the number of days of summer school.  
29 Summer school employees who work at least half the summer school term will  
30 receive benefits at one-half the rate or amount received by full-time summer  
31 school employees.  
32

33 D. Selection of Summer School Employees.

34  
35 All currently employed classified staff are eligible for summer school employ-  
36 ment. Except as otherwise agreed, when two or more employees are eligible for  
37 a summer school position in their appropriate job classification, the employee  
38 with the greatest seniority shall be selected. Each employee must possess the  
39 minimum qualifications for the position in question. Should no qualified ap-  
40 plicants exist from within the appropriate job classification, qualified appli-  
41 cants will be selected from other job classifications on a seniority basis. If no  
42 qualified candidate exists for a position, such position may be filled at the  
43 Superintendent's discretion. Registrars, bookkeepers, and other positions as  
44 agreed to by the Parties to have a special need to work at the site to which they  
45 are normally assigned may be hired without regard to any limitation stated in  
46 this agreement.  
47

48 E. Placement

49  
50 Eligible employees (those selected under those procedures specified above) who  
51 during the preceding regular school year were assigned to a work site in which  
52 summer school is being held, shall be assigned to that work site during sum-  
53 mer school. If a sufficient number of positions are not available at that school,  
54 the employee with the greater seniority will be selected. Employees will be  
55 placed in summer school work sites according to their expressed preferences  
56 on a seniority basis, to the greatest extent possible.

F. Employees employed in summer school will receive one additional sick day, which will be added to their existing sick leave accumulation.

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

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