

**CLASSIFIED
BARGAINING UNIT
COLLECTIVE BARGAINING
AGREEMENT**

between the

**SARASOTA
CLASSIFIED/TEACHERS
ASSOCIATION**

and the

**SCHOOL BOARD
of
SARASOTA COUNTY, FL**



July 1, 2016-June 30, 2019
2016-17 Revision



**TABLE OF CONTENTS
CLASSIFIED CONTRACT**

ARTICLE I - RECOGNITION 1
 inclusions..... 1
 exclusions 1

ARTICLE II DEFINITIONS..... 1

ARTICLE III SCOPE OF BARGAINING 3
 scope..... 3
 procedures 3
 agreement 3
 resolution of impasse 4

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS 4
 employer information 4
 payroll deduction..... 4
 union meetings and activities 5
 union activities at work locations 5
 inter-school mail..... 5
 time for union representatives 5
 email and computer access 6
 bulletin boards 6
 new employee orientation 6
 parking..... 6
 right to representation..... 6
 exclusivity clause 7
 subcontracting 7
 committee appointments..... 7
 limitation on the use of substitutes 7
 ratification costs 7

ARTICLE V - EMPLOYEE RIGHTS..... 7
 union membership 7
 off-the-job conduct..... 8
 debt complaint 8
 charitable drives 8
 uniform administration of school board rules and policies..... 8
 prohibited personnel practices 8
 probationary period 8
 post-school day meetings 8
 student transport 8
 public discipline 8
 due process 8
 residual rights 9
 hardship reassignment 9
 fingerprinting..... 9
 social security numbers 9
 vendors on school grounds 9

ARTICLE VI - MANAGEMENT RIGHTS..... 9
 decide curriculum 9
 determine job content 9
 determine job qualifications 10

emergency situations	10
physical and psychiatric examinations	10
reasonable suspicion testing.....	10
ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT	11
ARTICLE VIII - FAIR PRACTICES	11
ARTICLE IX - SALARIES	11
salary schedules	11
salary agreement.....	12
longevity schedule.....	12
method of payment and payroll dates.....	12
payroll errors	12
temporary assignments	13
in-service training points	13
night differential	13
salary placement following move.....	13
rules for salary placement.....	13
withholding of pay	14
salary adjustment.....	14
ARTICLE X - WORKDAY	14
regular work week	14
normal workday and work week	14
15 minute break	15
duty-free lunch period	15
overtime rules and rate	15
shift adjustments.....	16
compensatory time prohibited	16
rotation of overtime.....	16
emergency situations	16
ARTICLE XI – CLASSIFICATION WORKING CONDITIONS COMMITTEE.....	16
ARTICLE XII – PERFORMANCE EVALUATION.....	17
staff evaluation procedure	17
recommendations	17
NEAT process	17
ARTICLE XIII – PROFESSIONAL DEVELOPMENT CENTER.....	18
ARTICLE XIV – TRANSFERS/PROMOTIONS	18
postings	18
custodial and food service divisions	18
aides, office staff personnel.....	19
voluntary transfer to a different salary lane.....	20
surplus staff	20
promotions.....	21
leadpersons	21
temporary assignments above grade.....	21
former members of bargaining unit.....	22
opening new schools	22
transfers of necessity	22

ARTICLE XV – REDUCTION IN FORCE.....	22
definitions.....	23
procedures	23
placement	24
return to former placement	25
notification	25
job placement assistance	25
administrators returning to bargaining unit	25
ARTICLE XVI - RECALL.....	26
recall order	26
recall process	26
layoff period	26
ARTICLE XVII – PAID LEAVES.....	26
sick leave	26
personal days	27
days immediately preceding or following a school holiday	27
illness in the line of duty	27
leave for union officers.....	28
temporary duty days	28
civic duties	28
leave for legal commitments and transactions.....	28
annual leave.....	28
holidays	29
teacher internship program.....	30
procedures	30
requests.....	30
experience credit	30
insurance continuation.....	30
retirement credit	31
return to duty	31
transferring in of sick leave	31
sick leave payoff cap	31
verification of reasons for leave	31
ARTICLE XVIII – UNPAID LEAVES	31
categories of unpaid leaves.....	31
study/professional improvement leave	31
medical leave.....	31
worker’s compensation.....	32
political leave	32
Family and Medical Leave Act (FMLA) leave	32
maternity leave	32
child care leave.....	33
personal leave.....	33
military leave.....	33
procedures	33
requests.....	33
duration of leave	33
experience leave	33
insurance continuation	33
retirement credit	34
return to duty	34
normal return to duty during a school year.....	34

normal return to duty at the end of a school year	34
premature return to duty	34
return from FMLA leave	35
ARTICLE XIX – PERSONNEL RECORD	35
maintenance.....	35
complaints	36
ARTICLE XX – GRIEVANCE AND ARBITRATION	36
definitions.....	36
procedures	36
rules	37
ARTICLE XXI – DISCIPLINARY ACTIONS	39
scope of article	39
progressive discipline	39
removal of verbal reprimands.....	40
removal of letters written reprimand	40
temporary reassignment of employees	40
termination for job abandonment	40
ARTICLE XXII – TERMINAL PAY FOR ACCUMULATED SICK LEAVE.....	40
ARTICLE XXIII – LOCAL RELATIONSHIPS	40
ARTICLE XXIV – EMPLOYEE ASSISTANCE PROGRAM	40
ARTICLE XXV – EFFECT OF AGREEMENT	41
ARTICLE XXVI – OCCUPATIONAL SAFETY AND HEALTH.....	41
ARTICLE XXVII - BENEFITS	41
ARTICLE XXVIII – COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING.....	43
ARTICLE XXIX - DURATION OF AGREEMENT	44
ARTICLE XXX – SUPPORT OF STUDENT DISCIPLINE	44
general responsibility	44
school center disciplinary procedures.....	45
disruptive students.....	45
guidelines regarding the use of force.....	45
discipline referral form.....	45
battery and/or assault on an employee.....	45
staff notification	46
false accusations against employees.....	46
ARTICLE XXXI – TOBACCO POLICY	46
ARTICLE XXXII – DEFERRED RETIREMENT OPTION PROGRAM (DROP).....	46

ARTICLE XXXIII – NON DISCRIMINATION.....	47
APPENDIX A - SALARY SCHEDULES/INFORMATION	47
office staff	47
para/aide	48
management information services.....	48
custodial services.....	49
maintenance.....	49
food service	50
transportation.....	51
specialists	51
salary schedule	52
salary schedule categories	53
custodial salary.....	54
food service	55
salary differentials.....	56
longevity schedule.....	59
APPENDIX B – FOOD AND NUTRITION SERVICES CAREER LADDER.....	60
APPENDIX C – CUSTODIAL ADVANCEMENT PROGRAM	66
APPENDIX D – TRANSPORTATION PROGRAM	71
APPENDIX E – CONDITIONS AND PROCEDURES FOR SICK BANK.....	77
APPENDIX F – BARGAINING UNIT INCLUSIONS/EXCLUSIONS	78
APPENDIX G – PERFORMANCE EVALUATION	79
APPENDIX H – COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING	80
APPENDIX I – GRIEVANCE REFERRAL FORM.....	81
APPENDIX J – SUMMER SCHOOL	82
APPENDIX K – EMPLOYEES OF CHARTER SCHOOLS.....	83
APPENDIX L – CODE OF PROFESSIONAL CONDUCT.....	84
APPENDIX M – 401 A QUALIFIED RETIREMENT PLAN.....	85
APPENDIX N – JOB CLASSIFICATIONS.....	88

1 **ARTICLE I - RECOGNITION**

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

7
8 Included: All regular full and part-time (including summer school employees), appointed, non-instructional, classi-
9 fied employees whose job titles are not listed in Appendix F of this Agreement.

10
11 Excluded: All supervisory, managerial and confidential employees whose job titles are listed, respectively, in Ap-
12 pendix F of this Agreement, and all temporary non-appointed, casual, and instructional and JTPA employees, and
13 all other employees employed by the Board.

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

18
19
20 **ARTICLE II - DEFINITIONS**

21

22 ADDRESS	The address of an employee provided by him/her to the Board.
23	
24 ADMINISTRATOR	An employee of the Board, not in the Union bargaining unit, who 25 is assigned administrative or supervisory responsibilities and is so 26 defined.
27	
28 BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
29	
30 CAFETERIA PLAN	A Board-provided, negotiated benefit plan that includes multiple 31 options for the employee.
32	
33 CAP	Career Advancement Program.
34	
35 COST CENTER	Each individual work site for which the Sarasota County School 36 Board is responsible.
37	
38 DAY	A duty day of an employee of the Board, unless otherwise indi- 39 cated in the Agreement.
40	
41 DEPARTMENT	The following groups will constitute departments in the classified 42 bargaining unit: Transportation, Maintenance, Custodial, Secre- 43 tarial, Food and Nutrition Services, Aides, Construction, Mater- 44 ials Management, Finance, and Technology and Information Ser- 45 vices.
46	
47 DOE	Florida State Department of Education.
48	
49 EMPLOYEE	A member of the bargaining unit as defined in Article I, unless 50 otherwise indicated.
51	
52 FULL-TIME EMPLOYEE	An employee who is regularly scheduled to work 20 or more 53 hours per week.
54	

1	JOB CLASSIFICATION	A common grouping of job descriptions within a particular department as are listed in Appendix N of this Agreement.
2		
3		
4	HEAD CUSTODIAN	An employee who is not a supervisor or administrator but who has the responsibility to direct and assign work to the custodians who are located at a common worksite or cost center.
5		
6		
7		
8	LEAD PERSON	An employee who is not a supervisor or an administrator, but who has the responsibility to direct and assign work to the employees and to direct the work of a shop.
9		
10		
11		
12	NORMAL PAY	The employees' current lane and step for his/her normal work year. Extra duty days, longevity payments, summer school, overtime time and supplements are not considered part of an employee's normal pay.
13		
14		
15		
16		
17	NORTH COUNTY	Any school or work site located north of North Creek.
18		
19	PDC	The Professional Development Center of Sarasota County.
20		
21	PARTIES	Includes both the School Board of Sarasota County, Florida, and Union (Sarasota Classified/Teachers Association, SC/TA).
22		
23		
24	PERC	The Florida Public Employees Relations Commission.
25		
26	REGULAR PART-TIME EMPLOYEE	An employee who is regularly scheduled to work fewer than 20 hours per week.
27		
28		
29	REGULAR WORK WEEK	The regular work-week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996 shall not be required to work a normal work-week other than Monday through Friday.
30		
31		
32		
33		
34		
35	SALARY LANE	A specific salary lane as found within Appendix A of this Agreement, e.g. SSP-1, SSP-2, etc.
36		
37		
38	SALARY PLACEMENT	A particular lane and step on the Classified Salary Schedule located in Appendix A.
39		
40		
41	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.
42		
43		
44		
45		
46		
47	SENIOR HEAD CUSTODIAN	The Senior Head Custodian is an employee who is not a supervisor or administrator but who has the responsibility to direct and assign work to the head custodian and custodians who are located at a common worksite or cost center.
48		
49		
50		
51		
52	SENIORITY	Time since effective date of hire in the classified bargaining unit. If an employee on a leave of absence does not work more than one day more than one half of a school year, that year will not count for seniority accrual. A classified employee who transferred
53		
54		
55		

1 to the instructional bargaining unit and then returned to the clas-
2 sified bargaining unit will retain prior classified bargaining unit
3 time(s) for seniority purposes, provided that no break in service
4 to the school district occurred. Tiebreakers in seniority are defined
5 in Article XV (Reduction In Force) of this Agreement.

6
7 **SHOP**

A group of two or more employees who perform the same or sub-
8 stantially similar majority job functions and are paid on the
9 Maintenance salary classification.

10
11 **SOUTH COUNTY**

Any school or work site located south of North Creek.

12
13 **SUPERINTENDENT**

The Superintendent of Schools or his/her designee.

14
15 **UNION**

The Sarasota Classified/Teachers Association.

16
17 **WORK YEAR**

The work year for employees covered under this contract will be
18 12 months unless otherwise stated in this Agreement.

19
20 **ARTICLE III - SCOPE OF BARGAINING**

21
22 **A. Scope**

23
24 The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions
25 of employment of the employees.

26
27 **B. Procedures**

28
29 The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written
30 contract with respect to agreements reached concerning the terms and conditions of the employee or the employees.

31
32 **C. Agreement**

- 33
34 1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining
35 agreement shall become binding only after it has been ratified by the employees and approved by the Board at
36 a regularly scheduled meeting.
- 37
38 2. This Agreement constitutes the full and complete commitments between both parties and may be altered,
39 changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written
40 and signed amendment to this Agreement.
- 41
42 3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result
43 of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties
44 to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the
45 duration of this Agreement.
- 46
47 4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or
48 inconsistent with the terms of this Agreement.
- 49
50 5. An individual contract which is executed during the term of this Agreement between the Board and an employee
51 shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during
52 an interim period between this and subsequent agreements shall contain a clause providing that after execution
53 of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.
- 54

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

7 D. Resolution of Impasse

9 1. Mediation

10 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.

20 2. Special Master

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

24 3. Authorized Committee

25 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.

34 **ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

36 A. Employer Information

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

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

51 B. Payroll Deduction

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

- 1 a. Loss of certification by the Union as the bargaining agent for the employees covered by this contract.
- 2
- 3 b. 30-days after written notice of revocation of said authorization by the employee to the Board and the Union.
- 4
- 5 2. The Union shall reimburse the Board a fee of \$1 per member per year for the actual expense associated with
- 6 payroll deduction for Union members on a yearly basis. The Board shall transmit to the Union any and all
- 7 deductions within 15 days, except in the case of reasonable delays.
- 8
- 9 3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within 15 days
- 10 whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision to take
- 11 TIGER deductions from the two May paychecks. The Union, its officers, agents, and members will hold the
- 12 Board and its agents harmless for the cost and results of any action which may be brought by any of its members,
- 13 groups of members, or agencies of law with respect to the use of disposition of said funds after they have been
- 14 transmitted to the Union.
- 15
- 16 4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied
- 17 or attempted to be levied upon its employees by the Union, its officers, agents, or members.
- 18

19 C. Union Meetings and Activities

- 20
- 21 1. Whenever possible, the Senior Representative or designee shall not be assigned additional duties so as to carry
- 22 out those responsibilities associated with enforcing this Agreement.
- 23
- 24 2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time
- 25 for attending contract negotiations.
- 26
- 27 3. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24-hour notifica-
- 28 tion to the principal/supervisor by the Union representative.
- 29

30 D. Union Activities at Work Locations

- 31
- 32 1. Union representatives shall have access to any cost center for the purpose of enforcing this Agreement con-
- 33 sistent with applicable statutes.
- 34
- 35 2. The Union shall have access to internal mail distribution within buildings as provided by the principal or direc-
- 36 tor of the respective cost center. Public address systems and other means of communication which are available
- 37 within the cost center may be utilized by the Union for purposes of announcements provided that all announce-
- 38 ments are first reviewed by the appropriate administrator.
- 39

40 E. Inter-School Mail

41
42 Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right to
43 use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other
44 bulky material. The Union will compensate the Board at a rate of \$500 per year or the actual cost, whichever is
45 higher for the cost of providing this service.

46
47 F. Time for Union Representatives

48
49 The Board will release employees from duty at the SC/TA's request, providing such release does not adversely
50 affect the delivery of instructional services to students. The SC/TA may allocate these days at their discretion.
51 The SC/TA will reimburse the Board for all released days at the appropriate substitute's rate of pay. These days
52 may be used at the SC/TA's discretion.

53
54 Management may not deny the use of these days except for good cause.

55

1 G. E-mail and Computer Access

- 2
- 3 1. The Employer shall provide access to the Board's electronic mail delivery system to the Union as a means of
- 4 communications with the employees.
- 5
- 6 2. The Employer agrees to provide access to a computer and the electronic mail delivery system for the senior
- 7 Union representative at each work site.
- 8
- 9 3. E-mail communications between employees and the Union and/or its building representatives involving Union
- 10 business will be considered a private communication not subject to Chapter 119, Florida Statutes.
- 11
- 12 4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified in
- 13 a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee
- 14 will not be read by any unintended party without providing such notification to the affected parties.
- 15
- 16 5. The Union will reimburse the district a sum of \$250 per year or the actual costs; whichever is higher.

17

18 H. Bulletin Boards

19

20 The Employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and employee

21 cafeterias for the purpose of posting Union information.

22

23 I. New Employee Orientation

24

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

26

27 J. Information from the Board

- 28
- 29 1. The Board shall provide on a regular basis to the Union lists of vacancies and additions from the bargaining
- 30 unit including Board minutes.
- 31
- 32 2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.
- 33

34 K. Parking

35

36 Under normal circumstances, employee parking shall take precedence over student parking and shall be in an area

37 as close to the school entrance as possible.

38

39 L. Right to Representation

- 40
- 41 1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other
- 42 management official unless the employee is advised that such a meeting is for the purpose of discussing disci-
- 43 pline or potential discipline, and the employee is allowed Union representation if s/he so desires. If a request
- 44 for representation is made, it shall be honored.
- 45
- 46 2. The Union has the right to be present at any meeting of the employer and employee if that meeting is for the
- 47 purpose of discussing employee competency.
- 48
- 49 3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
- 50
- 51 4. The Board agrees to notify both the Union and the employee of any meeting relative to 1 and 2 above at least
- 52 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time
- 53 and date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a real
- 54 and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 1012. In

1 cases that are described as “emergency” in nature, the meeting shall take place no later than 24 hours after the
2 knowledge of the parties of such incident.
3

4 M. Exclusivity Clause
5

6 Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings,
7 distribute Union literature, and have access to the public address system, school grounds, and buildings for Union
8 purposes.
9

10 N. Subcontracting
11

12 Work normally performed by bargaining unit members will not be subcontracted except under the following con-
13 ditions:
14

- 15 1. work load peaks (not to exceed 60 days duration),
- 16 2. the custodial and grounds maintenance of non-school facilities,
- 17 3. central office administrative support services (i.e., those positions listed in the 7000 cost function which are not
18 allocated to a school based work site or Facilities Services),
- 19 4. those types of services that have been subcontracted by the Board in the past, and/or
- 20 5. other exemptions agreed to by the parties.
21
22
23
24
25

26 There will be no layoff of existing employees or reduction in the pay grade of individual employees due to the
27 implementation of these procedures.
28

29 O. Committee Appointments
30

31 When the Board or Administration establishes district-wide committees requiring the participation of classified
32 bargaining unit members, such members shall be chosen by the Union.
33

34 P. Limitation on Use of Substitutes
35

36 Other than filling in for an employee on approved leave and in the absence of a hiring freeze, long-term substitutes
37 shall not be used in lieu of full time appointed employees. Vacancies of 60 working days or more in bargaining unit
38 positions shall be posted and filled in accordance with this Agreement.
39

40 Q. Ratification Costs
41

42 The parties agree to equally incur the cost of reproduction and dissemination of information associated with the
43 ratification of a negotiated contract including but not limited to release time for election monitoring, transporting
44 ballots and the mileage costs associated with that transport.
45
46

47 **ARTICLE V - EMPLOYEE RIGHTS**
48

- 49 A. Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and without
50 fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee
51 shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to
52 participation in the management of the Union and acting for the Union in the capacity of Union representative,
53 including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The
54 Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights

1 under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the Employer to
2 encourage or discourage membership in the Union.
3

4 B. Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action, unless
5 such conduct impairs his/her effectiveness as an employee. Moreover, the Employer recognizes the right of a duly
6 recognized Union representative to express the views of the Union provided they are identified as Union views.
7

8 C. No employee shall have disciplinary action taken against him/her because of debt complaint, and the Employer
9 shall not assist the creditor in collecting the debt, unless required by applicable State and/or Federal Statutes.
10

11 D. Employee participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure
12 shall be brought to bear to require such participation.
13

14 E. All School Board Rules and policies shall be uniformly administered throughout the bargaining unit.
15

16 F. Employees shall not be subjected to personnel practices which are prohibited or in conflict with School Board Rules
17 or policies.
18

19 G. Probationary Period
20

21 1. All employees shall serve a six-month probationary period before becoming regular employees. During the
22 probationary period, employees may be terminated with or without cause.
23

24 2. Probationary employees who are recommended for termination will not have rights of appeal nor may they
25 require any written explanation.
26

27 3. Probationary employees shall have the right to file grievances in accordance with this agreement except in those
28 instances prohibited by statute or in Section 2 above.
29

30 4. Employees shall not be permitted to transfer to a job in another department during their original probationary
31 period.
32

33 H. Post-School Day Meetings
34

35 1. Employees shall not be required to attend any meetings after the normal work day other than normally sched-
36 uled faculty/staff meetings, in which the cost center head requires their attendance. These occasions shall not
37 exceed three times per year.
38

39 2. Employees shall not be required to participate in any activities beyond the normal workday other than on a
40 voluntary basis if not in conflict with the Fair Labor Standards Act.
41

42 I. Student Transport
43

44 Employees shall not transport students except in accordance with School Board Rules.
45

46 J. Public Discipline
47

48 Except in emergency circumstances administrators shall not discipline employees in the presence of students, par-
49 ents, other faculty, or staff members.
50

51 K. Due Process
52

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

1 2. If a suspension or termination is deemed necessary because of threat of harm or for the employee's own safety
2 or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as the grievance
3 and arbitration process has been completed and a final decision has been rendered. The Board reserves
4 the right to temporarily reassign employees from their current assignment during the pendency of the grievance
5 and arbitration process.
6

7 L. All employees who participate, at their own cost and primarily on their own time, in the production of tapes, publi-
8 cations, or other produced educational material, shall retain residual rights should they be copyrighted or sold by
9 the Board.
10

11 M. Employees with elementary school-aged children will be considered to be in a hardship position and will therefore
12 be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school
13 work site.
14

15 N. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law en-
16 forcement officials. In such cases, the Board will bear the cost of all such testing. (This does not include the finger-
17 printing of new employees.)
18

19 O. The Board will make an official request that social security numbers of employees and former employees be main-
20 tained as confidential in accordance with Section 119.07(3) (x) 2, Florida Statutes. The Board shall provide the
21 SC/TA with a copy of the requests, which are made to such agencies. The Board will also make requests to any
22 additional agency, which the SC/TA informs the Board may be in possession of employee social security numbers.
23

24 P. Other than for district-sponsored health fairs or with consent of the school SDMT, vendors (including those for
25 financial products) will not be permitted in teacher lounges, work rooms, mail rooms and/or copy rooms during
26 the duty day.
27

28 **ARTICLE VI - MANAGEMENT RIGHTS**
29

30 A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion,
31 providing such exercise is consistent with the express terms of this Agreement and in keeping with federal and state
32 laws on all of the following matters:
33

- 34 1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of the
35 Board and of the Sarasota County School System and the operations thereof.
- 36 2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments.
37
- 38 3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of
39 the State Board of Education and by State Law.
40
- 41 4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary
42 for the efficient operation and general improvement of the Board's school system and to subcontract such op-
43 erations and services to the extent deemed practical and feasible to the Board.
44
- 45 5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota County
46 School System and to subcontract such operations and services to the extent deemed practical and feasible to
47 the Board.
48
- 49 6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education
50 for all schools.
51
- 52 7. to determine and re-determine job content.
53
54

- 1 8. to decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and
2 equipment.
- 3
- 4 9. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote,
5 demote, and direct all employees of the Board consistent with this Agreement.
- 6
- 7 10. to discharge and suspend any employees of the Board and to take other disciplinary action against such em-
8 ployees for cause and to relieve such employees from duty because of lack of work or for other legitimate
9 reasons.
- 10
- 11 11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express
12 provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of
13 maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and
14 the employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded
15 or amended by the Board.
- 16
- 17 12. to exercise other rights to manage the school system and the educational processes which are not recited in or
18 expressly limited by this Agreement.
- 19
- 20 B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are
21 retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged,
22 limited, or modified by the written terms of this Agreement.
- 23
- 24 C. The Board has the sole, exclusive right to direct the managerial, supervisory, administrative personnel, and any
25 other person not covered by this Agreement to perform any task in connection with the operation of the school
26 system, whether or not performed by the employees within the bargaining unit.
- 27
- 28 D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and
29 vested in it by laws and constitution of the State of Florida.
- 30
- 31 E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or potential
32 danger to an entire school center, s/he may so notify the Union and permit the Union to meet with the Administration
33 to discuss the problem.
- 34
- 35 F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any classified
36 employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for em-
37 ployment. The cost of such examination or tests required by the Board shall be paid by the Board. The employee
38 reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the Board
39 to conduct such tests. The employee may submit other written results of examinations or tests administered by a
40 physician, psychologist, or psychiatrist of the employee's choice and performed at the employee's expense within
41 21 days after receiving notice from the Board that such exam or testing is required, and the results of such exami-
42 nation or test shall be considered along with the results of required examinations or tests. A determination resulting
43 from any such examination or test that the employee is not fit to perform all of the material duties of his/her position
44 shall be considered one of the grounds constituting just cause for the termination of that employee's employment.
45 If the Board requires any employee to submit to any such examination or testing, the requirement must be presented
46 to the employee in writing, and the written requirements shall state the reason that the examination or test is being
47 required. The failure or refusal of any employee to submit to justifiable Board requests for testing may be considered
48 one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted
49 as a result of this Section shall be confidential in nature and shall not be released except on those occasions as
50 required by Florida Statute.
- 51
- 52 G. Reasonable Suspicion Testing
- 53

- 1 1. Should an employee evidence signs that suggest significant impairment of their cognitive functions suggestive
2 of active alcohol or drug intoxication, she or he may be required to undergo reasonable suspicion drug or alco-
3 hol testing. Such a determination may only be made if that employee has been observed by a neutral, specially
4 trained observer, mutually agreed by the parties. For an employee to be required to submit to reasonable suspi-
5 cion testing, she or he must evidence one of the behavioral indicators in (a) below or any two of the behaviors
6 in (a) or (b) below, as evidenced by the neutral observer:
7
8 a. Odor of alcohol or marijuana on breath or person
9 Possession of alcohol, drugs, or drug paraphernalia on campus
10 Reported unexplained fainting or lack of consciousness
11
12 b. Obvious and unusually slurred speech
13 Obvious and unusual lack of balance or substantially unsteady gait
14 Apparent intoxicated behavior (without the odor of alcohol or marijuana)
15 Inability to respond to simple questions or respond correctly
16 Very large or small pupils
17
18 2. Employees thought to be under the influence of alcohol will receive a breath analyzer test (BAT) by a certified
19 laboratory agreed to by the parties. Employees thought to be under the influence of illegal drugs will be given
20 a urine test, testing for specific substances agreed to by the parties. A split sample technique will be utilized in
21 the case of any urine testing.
22
23

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

- 25
26 A. The parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and
27 conditions of employment have been altered or changed within the confines of this Agreement.
28
29 B. The appropriate administrator shall consult with the cost center Senior Representative prior to implementation of
30 any change in terms and conditions of employment.
31
32

33 **ARTICLE VIII - FAIR PRACTICES**

- 34
35 A. There shall be no discrimination against employees because of race, creed, color, age, sex, handicap, marital status,
36 sexual orientation, national origin, religious and political belief or activity, or religious activities outside the school
37 day and school premises.
38
39 B. Neither the Board nor the Union shall discriminate against employees because of membership in the Union.
40
41 C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the
42 Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and DOE
43 policies and regulations.
44
45 D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on
46 nondiscrimination on the basis of religion, race, national origin, color, sex, or handicap.
47
48

49 **ARTICLE IX – SALARIES**

- 50
51 A. Salary Schedules
52

53 The salary of each employee covered by this Agreement is set forth in Appendix A, which is attached hereto and
54 made a part hereof.
55

1 B. The 2016-2017 school year salary agreement is as follows:
2

- 3 1. The overall classified salary settlement for the 2016-17 school year will be a salary increase of 4%, retroactive
4 to July 1, 2016. This increase will be paid in the following manner: employees on Step 29 or those hired this
5 school year will receive a one-time supplemental payment equal to this amount. Employees must be in active
6 duty status at the time of payment to be eligible to receive payment. Employees currently placed on Step 28
7 and below will receive payment for unpaid steps or some combination of the two in lieu of the 4% one-time
8 supplemental pay. Classified employees will be paid up to three steps for steps not credited but for which she
9 or he was entitled to (as specified elsewhere in this Agreement) for the 2014-15, 2015-16, and 2016-17 school
10 years. Specifically, employees owed three steps for those years will be granted three steps. Those owed two
11 for those years will be granted two steps and receive a 1.33% one-time supplemental payment. Those owed one
12 step for those years will be granted one step and receive a 2.66% one-time supplemental payment. These one-
13 time supplemental payment amounts are paid on normal salary. The one-time supplemental payment will be
14 applied to all earned overtime on the July 31, 2017 paycheck.
15
- 16 2. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained
17 herein.
18
- 19 3. Step raises are negotiable yearly.
20

21 C. Longevity Schedules
22

23 The longevity schedules contained herein (Appendix A) will appear on the salary schedules. Those payments will
24 apply toward retirement credit with the Florida Retirement System.
25

26 D. Method of Payment
27

28 1. Number of Payments
29

30 Each employee will be paid in 24 installments.
31

32 2. Pay Dates
33

34 All employees will be paid semi-monthly.
35

36 The first 186 and 196-day employee pay date is the last weekday of August. However, should the employee
37 work year be adjusted in such a manner that the first employee work day occurs before August 5th in any given
38 year, the first pay date will become August 15th. Should the first employee work date occur after August 20th
39 in a given school year, the first employee pay date will be September 15th.
40

41 3. Direct Deposit
42

43 All employee pay will be directly deposited into his or her checking or savings account.
44

45 4. Exceptions
46

47 When a pay date falls on a federal holiday or weekend, employees shall receive their paychecks on the last
48 previous week working day.
49

50 5. Final Pay
51

52 When an employee separates employment from the Board, they will be paid on the next pay period for all
53 contracted duty days worked through the effective date of separation.
54

55 E. Payroll Errors

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

2
3 F. Temporary Assignments

4
5 Classified employees assigned to temporary positions shall be paid at a rate commensurate with that position or
6 their normal pay rate whichever is higher.

7
8 G. In-service Training Points

9
10 1. Employees participating in approved in-service activities will be compensated at their normal hourly rate of
11 pay for all such in-service activities. Training that is specifically required for a bargaining unit promotion to
12 the following positions: head custodian, food service assistant II, food service manager intern, or food service
13 manager will be exempt from this provision unless such training occurs during their normal duty day.

14
15 2. Salary increments for in-service credits earned prior to September 30, 1981, will be “grandfathered” and paid
16 annually. For each salary increment (30 clock hours) earned prior to September 30, 1981, payments will be
17 made as follows: a) Office Staff Personnel - \$5.00 per month; b) Teacher Aide Personnel - \$0.25 per day; c)
18 Classified Specialists - \$5.00 per month; d) Food Service Personnel - \$4.50 per month; e) Transportation Per-
19 sonnel - \$4.50 per month.

20
21 H. Night Differential

22
23 Night differentials will be paid in accordance with the following:

24
25 1. Second Shift (beginning on or after 12 o'clock noon) - additional 5%.

26
27 2. Third Shift (beginning on or after 10 o'clock pm) - additional 10%.

28
29 In those cases where management and the employee agree on a temporary shift change during periods of school
30 breaks (4 day work week, winter break, spring break, etc.), an employee's shift differential will not be decreased.

31
32 I. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed
33 service, in this unit, equal to one-half of their work year. Partial years may not be combined to achieve a full year
34 of service.

35
36 J. Salary Placement Following Transfer to a Different Job Classification

37
38 1. When an employee transfers from one pay lane to another he or she will be moved laterally. Specifically, he or
39 she will be placed on the same step on the new lane that he or she was formerly placed prior to the transfer.

40
41 2. If any employee would have been placed on a higher step on his or her new salary lane had he or she been hired
42 directly into that position from outside of the school district, based on past experience, the employee will be
43 placed on that higher step rather than on the procedure outlined above.

44
45 K. No employee's salary level will be decreased due to a reclassification of his/her position. Any such employee will
46 move to his/her new salary lane and step but will have his/her salary level frozen at the present dollar value of
47 his/her base rate of pay until such time as the dollar value of his/her new salary level equals or surpasses his/her
48 frozen value. At that point the employee will no longer continue to have his/her salary level frozen. Employees who
49 are having their salary levels frozen will receive all applicable longevity and negotiated bonus payments but will
50 not receive any negotiated “across-the-board” increases or step increments.

51
52 L. Rules for Salary Placement

53
54 1. Credit for experience will be granted as follows:

- 1 a. For newly hired employees, one step will be granted for every three full years of related work experience.
 2 The employee's initial step placement will then be one step above that determined herein.
 3
 4 2. When an employee who had not previously been a member of the classified bargaining unit moves from an
 5 instructional position to a classified position s/he will be placed on his/her new salary schedule in such a fashion
 6 as to minimize his/her salary injury. If an employee had been a previous member of the classified bargaining
 7 unit and has remained in continuous employment with the Board, s/he will be placed on his/her new salary
 8 schedule as if s/he had remained in continuous employment in the classified bargaining unit.
 9

10 M. Withholding of Pay

11
 12 Payment of salaries for work days completed shall not be withheld for punitive reasons. The cost center head may
 13 withhold the final check if the employee has missed work days represented in that check and subsequent to the
 14 preparation and delivery of the check to the cost center head. A corrected check shall be delivered to the employee
 15 as provided in section E above. Withholding of checks for failure to submit health examinations, chest x-ray or
 16 tuberculin patch test, fingerprints and pre-employment drug testing or to provide the Office of Human Resources
 17 with the date of appointment for examination is not considered punitive.
 18

19 Employees will not be docked for paid holidays unless they are on a Board-approved unpaid leave of absence at the
 20 time of the paid holiday or they are in an unpaid status for the entire pay period encompassing the paid holiday.
 21

22 N. Salary Adjustment

23
 24 Classified employees who have had a change in status (promotion) that resulted in a difference of more than one
 25 year between the number of years of actual service to the district (as of July 1, 2005) and their current step placement
 26 may request, in writing, to recapture the number of years that brings their step placement equal to their actual years
 27 of service. This request must be made to the Human Resources Department by December 1, 2005. Upon request of
 28 this written request (and verification of dates) the employee's placement will be adjusted, for pay, to a step equal to
 29 their years of service in the District. The adjustment will be effective upon the date the contract is ratified and
 30 approved and will not be retroactive.
 31

32
 33 **ARTICLE X – WORKDAY**

- 34
 35 A. The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday,
 36 unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996, shall not be required to
 37 work a normal work week other than Monday through Friday.
 38
 39 B. The normal workday and workweek (excluding lunch) for full-time employees will be 7.5 hours per day and 37.5
 40 hours per work-week except as indicated below:
 41

<u>Job Classifications</u>	<u>Per Day</u>	<u>Per Week</u>
Telecommunications Dept. (9060)	8.0	40.0
Food Service Assistant I	4.0 (minimum)	16.0 (minimum)
Food Service Assistant II	7.0	35.0
Food Service Manager & Interns	8.0	40.0
Custodial Personnel	8.0	40.0
Maintenance Personnel	8.0	40.0
Transportation Personnel	4.0 (Min)	20.0 (Min)
Transportation Maintenance Personnel	8.0	40.0
Clerical/Monitorial Aides	Variable	Variable
Building Inspectors	8.0	40.0

53
 54 In the case of aides, (with the exception of clerical/monitorial aides), the duty day will be extended effective with
 55 the beginning of the 2006-2007 school year, assuming successful passage of a general fund millage election by no

1 later than June 30, 2006. Should a general fund millage election not pass by that date, the paraprofessional and
2 teacher aide duty day will revert back to seven (7) hours.
3

- 4 C. All employees working four hours or more will receive a 15-minute break. Those employees working seven hours
5 or more per day will receive two 15-minute breaks. Employees working a regular duty day longer than 8 hours will
6 receive two 20-minute breaks per day.
7
8 D. No employee shall be required to work through his/her lunch period.
9
10 E. Classified employees shall be paid at the rate of one and one-half times their regular hourly rate for hours paid in
11 excess of 40 hours a week. Hours worked on a designated paid holiday shall be paid at one and one-half times the
12 regular hourly rate in addition to the employee's regular pay. Overtime work will be distributed among qualified
13 employees in the same job classification within the cost center on an equitable basis by rotating such work through
14 the appropriate seniority list. This does not preclude the administration from selecting a specific employee to per-
15 form tasks, which require that employee's special expertise.
16

17 In maintenance and custodian cost centers where more than one employee is eligible to earn overtime, the following
18 rules shall apply:
19

- 20 1. A seniority list shall be posted on July 1 each year with all OT hours returning to zero.
21
22 2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list) in the
23 following manner:
24
25 a. Any overtime hours offered and refused shall be charged to the refusing employee.
26
27 b. Custodial overtime will be offered to those employees on the overtime list at their respective cost center.
28 If all eligible custodial employees refuse the available overtime or the number of employees needed for
29 the overtime cannot be filled, the overtime will be filled from other locations at the discretion of the man-
30 ager in charge.
31
32 c. Overtime not requiring specific work skills may be offered to school employees outside the cost center or
33 department if all the eligible employees within the department or cost center have refused it.
34
35 d. Any deviation from rotating seniority shall be limited to:
36 (1) employee eligible for the overtime does not possess the skills necessary,
37
38 (2) an emergency exists requiring immediate action, or
39
40 (3) holdover overtime to complete an assignment begun during an employee's regular shift.
41
42 e. Pre-arranged overtime requiring more than one regular shift shall be divided between two or more eligible
43 employees.
44
45 3. Following the first cycle through the seniority list deviation from rotating seniority will be made when neces-
46 sary for equalizing the overtime earned (i.e., person with the least earned overtime will be offered overtime).
47
48 4. New hires will be assigned the same number of overtime hours as the employee with the highest number.
49
50 F. When the administration requires overtime work, an employee will be paid at the rate of one and one-half times
51 his/her regular hourly rate for all hours paid in excess of 40 hours in a week. Employees who have had unpaid or
52 unauthorized leave shall not be eligible for time and one-half pay during the week in which the leave occurred
53 unless the actual hours worked exceed 40 hours. Employees who work additional hours beyond their normal work-
54 week at regular part-time employment within the school system (i.e. late afternoon and evening programs) shall be

1 exempt from this provision. Overtime pay will be computed by adding the employee's longevity payment (if any)
2 for that year into his or her hourly rate prior to computing his or her overtime compensation.
3

4 G. When an employee returns to work on other than his/her regularly assigned shift, the employee shall receive a
5 minimum of two hours pay at time and one-half his/her regular hourly rate.
6

7 H. Employees shall be given 30 calendar days notice in writing of any shift adjustments except as otherwise provided
8 in this Agreement and in cases of emergencies. A shift may be adjusted only once between bid meetings. If the
9 shift change creates undue hardship on an employee, that employee will be afforded a transfer to another work
10 location should a vacancy exist on the employee's prior shift. That transfer will stay in effect until the time of the
11 next regularly scheduled bid meeting. At that point the employee will be transferred back to his or her former work
12 location or to a new location or shift based on the employee's successful bid. For all cost centers, in cases where
13 more than one employee is assigned to a work site in a particular job classification, volunteers for the shift change
14 will be sought first. Should no volunteer exist, the employee with the lowest seniority will be assigned the shift
15 change. The needs of the employee shall be accommodated whenever possible.
16

17 I. In no instance shall compensatory time be utilized in lieu of payment for services.
18

19 J. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.
20

21 K. Overtime work will be distributed among qualified employees in the same classification within the cost center on
22 an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the admin-
23 istration from selecting a specific employee to perform tasks which require that employee's special expertise.
24

25 L. Emergency Situations
26

27 The Board reserves the right to alter the previously approved District calendar in cases of emergency. During an
28 emergency situation the Superintendent may choose to furlough certain groups of employees as necessitated by the
29 circumstances. Any employee furloughed under this provision will receive full compensation for the day(s) in ques-
30 tion.
31

32 The Superintendent may also designate certain employee groups as "operationally essential" and require those so
33 designated to work their normal work-day. In cases where operationally essential employees work on a normally
34 scheduled duty day, they will receive their normal daily rate of pay. If work occurs on a non-duty day, they will
35 receive the appropriate rate of pay including any applicable overtime pay.
36

37 The Superintendent (or designee) will consult with the President of the Union (or designee) prior to any such deter-
38 mination.
39

40 M. Sick leave accrual and utilization will be based upon the length of an individual employee's normal scheduled
41 work-day.
42
43

44 **ARTICLE XI - CLASSIFICATION WORKING CONDITIONS COMMITTEE**

45

46 A. Organization
47

48 The working conditions committees shall be organized to meet with the appropriate administrators at mutually
49 agreeable times. Meetings shall be held at mutually agreeable times and locations and a written agenda shall be
50 provided prior to any scheduled meeting. Released time will be provided as needed. Working conditions committee
51 members shall be selected by the Union.
52

53 B. Powers and Responsibilities
54

1 The committee shall advise the appropriate administrators of policies and regulations which are of mutual concern
2 to the well-being and safety of the employee. The committee will not have the authority to alter any of the provisions
3 specified in this Agreement.
4

5
6 **ARTICLE XII - PERFORMANCE EVALUATION**
7

8 A. Staff Evaluation Procedure
9

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

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

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

32 C. NEAT Process
33

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

1 **ARTICLE XIII- PROFESSIONAL DEVELOPMENT CENTER**

2
3 The Board will continue to promote appropriate educational programs through the Professional Development Center for
4 purposes of maintaining and improving the skills of classified employees.
5

6
7 **ARTICLE XIV - TRANSFERS/PROMOTIONS**

8
9 A. Postings

10
11 1. Custodian and Food Service Divisions

- 12
13 a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies
14 that have occurred since the previous bid meeting. Senior head custodian, head custodian, day custodians
15 in schools where there is just one day custodian, lead person, food service assistant manager and manager
16 positions will not be included in the bid meeting process. These positions (other than lead person) will be
17 filled in accordance with those procedures outlined in Section 2, below. All senior head custodian, head
18 custodian, food service assistant manager and manager positions will only be filled with inside applicants
19 who have successfully completed the respective career ladder requirements.
20
21 b.
22 (1) Vacancies created between bid meetings may be filled temporarily until they can be properly bid.
23 Management may choose to delete a position when it becomes vacant and not put it up for bid. A
24 deleted position will not be filled.
25
26 (2) Custodial vacancies that are posted county-wide between bid meetings will not be open to existing
27 Board-appointed custodial employees.
28
29 (3) Each such position that is filled between bid meetings will be filled as a regional custodial position.
30
31 (4) Each such position that is filled as described above will be automatically vacated and posted at the
32 next bid meeting and will be filled in accordance with those procedures outlined in Article XIV, sec-
33 tion A.
34
35 c. Before each bid meeting an up-to-date seniority list for custodians and food service workers will be given
36 to the Union. This list will be the final authority for determining seniority at the bid meeting. The process
37 to break ties will be to (1) utilize date of hire, (2) date of application, and (3) where necessary, toss of coin
38 will be utilized. The tie breaking process shall be valid for both bid meetings held during the year. A bidder
39 for a food service position that requires a specific level of the career ladder shall have achieved at least that
40 level of the career ladder the specific position requires.
41
42 d. Management shall inform the Union of the date, time, place and positions to be bid at least two weeks prior
43 to the meeting. The same information will be distributed to custodial and food service employees through
44 pony. Management may add new vacancies to the bid list up to the day of the bid meeting.
45
46 e. Positions will be bid in alphabetical order by cost center. A custodian or food service employee must be
47 present at the bid meeting except as provided for in Section f in order to bid on a position. A bid on a
48 position will not be valid unless made by the person who will fill the position. The current position of a
49 successful bidder will be put up for bid after all listed vacancies have been bid. Vacancies will continue to
50 be bid until all are filled or until no one bids on the remaining vacancies.
51
52 f. A custodian or food service employee may submit an absentee bid form if they are unable to attend the bid
53 meeting. Absentee bids will only be accepted on vacancies which have been advertised in advance of the
54 bid meeting on the official announcement. A custodian or food service employee must submit a separate
55 absentee bid form for each job they wish to bid on. Absentee bids must be received either in the office of

1 the Director of Facilities Services or the office of the Director of Food and Nutrition Services; whichever
2 is appropriate, two working days in advance of the bid meeting. There is no limit to the number of jobs
3 that can be bid on. After an absentee bidder is successful on any bid, all other bids will be pulled. Absentee
4 bids will compete with bids from other custodians and food service employees at the bid meeting.
5

6 g. All bids are final and binding at the conclusion of the bid meeting.
7

8 h. After the bid meeting, a date will be set on which all job changes will take place. The date will not exceed
9 30 calendar days after the bid meeting.
10

11 2. Aides, Office Staff Personnel
12

13 a. Procedures for cost centers Utilizing an Approved Shared Decision Making Model of Governance: The
14 parties agree that recommendations regarding the selection and lateral transfer of staff are best made when
15 they are arrived at through a process which involves the staff with whom the individual so recommended
16 will be working. The working relationships within cost centers are vital to meeting the educational goals
17 of the district; therefore, broad participation by staff in developing such recommendations should be
18 achieved whenever possible. In cost centers which have had a shared decision making model of governance
19 approved by the School Board and the SC/TA, the following procedures for selection and lateral transfer
20 of staff will apply unless a waiver of this section has been granted by the parties to this Agreement:
21

22 (1) Personnel Functions of the Cost Center Management Team or its Designee:
23

24 The cost center Management Team will (a) recommend a set of minimum qualifications to be utilized
25 in any posting of a staff vacancy in the cost center; (b) establish a procedure for screening applications
26 for each such vacancy, with such procedure to provide for the participation of staff from the cost center
27 administration, grade level, department, or team of the vacancy; (c) establish an interview procedure
28 for each such vacancy, with such procedure to provide for the participation of staff from the cost center
29 administration, grade level, department, or team of the vacancy; and (d) based upon the recommenda-
30 tions of the interviewers, recommend to the Superintendent the most qualified candidate for each such
31 posted vacancy.
32

33 (2) Seniority to Govern in Filling Vacancies, when All Other Qualifications are Substantially Equal:
34

35 The committee shall recommend the candidate with the best qualifications for the vacancy. When the
36 qualifications of two or more candidates are substantially equal, then the candidate with the greater
37 seniority of employment with the Sarasota County School Board shall be recommended for the va-
38 cancy.
39

40 b. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance:
41

42 The parties recognize that all cost centers may not operate under approved, shared decision making models.
43 For such cost centers, the following procedures for selection and lateral transfer of staff will apply:
44

45 (1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with the terms
46 set forth in this Agreement. Employees wishing to transfer to said vacancy shall express their written
47 request to the cost center head and to the Human Resources Office. Employees applying for a lateral
48 transfer within job classification must possess the necessary qualifications for the vacant position.
49 Lateral transfer requests shall be filled in accordance with seniority within the district.
50

51 (2) Appeal of Voluntary Transfer Determination: If, in the judgment of the cost center head, the staff
52 member selected under this process for lateral transfer is not qualified for the position, s/he shall pro-
53 vide a written justification to the Superintendent of Schools. The Superintendent shall refer the justi-
54 fication to the SC/TA President for his/her concurrence. If the Superintendent and the President do not

1 agree, the matter will be presented for final determination to a neutral third party mutually selected by
2 the Superintendent and President.

3
4 3. Voluntary Transfer to a Different Salary Lane

- 5
6 a. Voluntary lateral transfers will be granted prior to filling a vacancy for voluntary transfer to a different
7 salary lane.
8
9 b. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no
10 less than five working days, prior to the closing date for applications, unless mutually agreed to by the
11 parties. All positions will be publicly posted for five working days throughout the school district in all staff
12 lounges, on the Internet, and on the School Board's automated telephone job hotline.
13
14 c. The position in question will be offered to the most senior, qualified applicant. In the case of aide or sec-
15 retarial positions, the procedures outlined in Article XIV, Section A 2 will be applied to determine the
16 successful applicant. The successful applicant must possess all minimum job qualifications contained
17 within the job posting.
18
19 d. In order to be eligible for such voluntary transfer, the employee must not have received an unsatisfactory
20 rating on his/her most recent Performance Evaluation.
21
22 e. Any employee transferring to another salary lane pursuant to this section will be placed on a 180-day
23 probationary period in his/her new position. During this period, the employee may not be evaluated in the
24 first 30 calendar days. Should any performance concerns emerge after the first 30 days, the respective
25 administrator will provide written notification to the employee of his/her failure to meet the administrator's
26 expectations. This notification will include specific recommendations that if completed, or corrective ac-
27 tion is demonstrated, would lead to the employee's successful completion of the probationary period. Any
28 employee will be given a minimum of 120 days to address these written concerns. The 180-day proba-
29 tionary period will be extended as needed to conform with the 120-day assistance period, but in no event will
30 exceed a total 240 days duration.
31
32 f. An employee who is unsuccessful in his/her probationary period or who desires to return to his/her former
33 position, during the probationary period, will be returned to his/her former position or a substantially sim-
34 ilar position (in terms of hours, pay grade, and job duties). Otherwise, the provision of Article V, paragraph
35 G, apply.
36

37 B. Surplus Staff

- 38
39 1. Voluntary transfers shall be sought prior to initiating any surplussing of staff.
40
41 2. The employee with the least amount of appointed seniority in the system shall be surplussed before a more
42 senior employee.
43
44 3. Involuntary transfers will not be used for disciplinary reasons.
45
46 4. Employees to be surplussed will be placed in accordance with those procedures outlined in Article XV, Reduc-
47 tion In Force.
48
49 5. When a program or school is closed or a class or group of classes is moved intact from one work site to another,
50 the aides in that program or class will be afforded the opportunity to (a) move with their former class or pro-
51 gram, (b) voluntarily surplus themselves, or (c) remain at their original work site if there exists a less senior
52 aide in their salary classification.
53

54 In the event that not enough positions are moved to the receiving school to accommodate all aides from the
55 former work site, aides will be offered transfers to the receiving school on a seniority basis. The most senior

1 aide in the salary classification will be offered a transfer first and so on until the moved positions are exhausted.
2 All remaining aides at the former work site will be surplussed in accordance with those procedures outlined in
3 Articles XIV and XV of this Agreement.
4

5 C. Promotions
6

- 7 1. Where a career ladder or voluntary incentive program exists, the employee must have completed those require-
8 ments associated with the position being sought.
9
- 10 2. All administrative vacancies shall be posted in accordance with School Board Rule 4.104.
11
- 12 3. Any employee possessing the appropriate promotional qualifications may apply for an administrative vacancy.
13
- 14 4. The Board shall utilize to the maximum extent possible, the skills, talents, and qualifications of its employees
15 and shall fill position vacancies by promoting from within in accordance with current School Board Rule 4.104
16 or any career ladder or voluntary incentive program.
17
- 18 5. Time Off for Job Interviews
19

20 Employees will be afforded temporary duty elsewhere for up to three times per school year to interview or take
21 required testing for transfer or promotion to another position within the school district. Additional time off for
22 interviews or testing will be charged time off. The employee will give his or her present Administrator at least
23 24 hours advanced notice of any such interview.
24

25 D. Leadpersons
26

- 27 1. In order to be eligible for a leadperson position, the applicant must have successfully completed two required
28 courses. One course will address interpersonal skills and will include components covering anger management,
29 customer relations, and necessary skills for dealing successfully with employees. The second course will in-
30 clude work in the area of technical skills and will include components on dealing with subcontractors, analyzing
31 blueprints, and distribution of work orders. Both courses will be offered at least yearly and will be open to all
32 Maintenance Division employees on a seniority basis.
33
- 34 2. An employee must have been employed in the Department for a period of no less than three years prior to being
35 eligible for a leadperson position.
36
- 37 3. Interested employees will express their intent to apply for the leadperson position to the cost center head in
38 writing. Applicants will be interviewed by a committee comprised of four (4) members—two (2) appointed by
39 the SC/TA and two (2) appointed by the Board. The employee with the highest number of votes will be selected
40 for the leadperson position. In case of a tie, the position will go to the applicant with the greatest shop-wide
41 seniority.
42
- 43 4. Should a leadperson receive two sustained formal disciplinary actions while serving in a leadperson’s capacity
44 following the ratification of this Agreement in a three year period, he or she will be relieved of his or her
45 leadperson responsibilities and will receive the appropriate adjustment in his or her salary.
46
- 47 5. Leadpersons will be compensated for the lead duties according to the following compensation schedule:
48
49 Four or fewer employees assigned to leadperson 10%
50 Five to nine employees assigned to leadperson 12%
51 Ten or more employees assigned to leadperson 14%
52
- 53 6. In shops with more than one salary lane, only those in the highest salary lane may hold “lead person” status.
54 This provision will not apply in the case of multi-trade shops or zones.
55

56 E. Temporary Assignments Above Grade

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

3
4 F. Former Members of the Instructional Bargaining Unit

5
6 A former member of the classified bargaining unit who transferred to the instructional bargaining unit and remained
7 in continuous employment with the Board, will be permitted to return to his/her former job classification, should
8 such a position be available. Should a position not be available in the employee's former job classification, the
9 employee would be returned to a similar position and will be granted a right to recall to his/her former salary lane.
10 Such employee's pay will be computed in a manner specified elsewhere in this Agreement.

11
12 G. Opening New Schools

13
14 The following language applies only to aides and secretaries. When a new school is opened, the following proce-
15 dures will be followed in staffing that building:

16
17 1. Initial Posting

18
19 The school(s) that will be losing staff to the new school will be identified. The staff of those schools will be the
20 only staff allowed to apply for the initial posting. The initial posting will consist of a pool of positions which
21 constitutes no less than 20% of the total number of expected positions in the new school. Applicants for the
22 positions listed in the initial posting will be filled in accordance with those procedures outlined in Section A
23 (2) (b), above.

24
25 2. County-Wide Posting

26
27 The position vacancies remaining after the initial posting will be posted countywide and filled in the following
28 manner:

29
30 a. Shared Decision Making

31
32 Should the employees selected following those procedures outlined in Section 1 above elect to become a
33 shared decision making work site, the remaining positions at the new school will be posted and filled in
34 accordance with those procedures outlined in Section A, 2a, above.

35
36 b. Non-Shared Decision Making

37
38 Should the selected employees elect not to become a shared decision-making work site, the remaining
39 positions will be chosen as outlined in Section A, 2b, above.

40
41 3. Surplus Staff

42
43 Any surplus staff remaining at the school(s) losing staff to the new school will be identified and placed in
44 accord with those procedures outlined in Article XV of this Agreement.

45
46 H. Transfers of Necessity

47
48 The parties agree that circumstances may exist in the resolution of a problem where a staff member is to be placed
49 into a vacant position at any time either on a temporary or permanent basis, through mutual agreement of the parties.
50 In such case, the procedures in Sections A and B herein will not apply.

51
52 **ARTICLE XV - REDUCTION IN FORCE**

53
54 If the Board, in exercising its right to determine the number and nature of the positions in the School system, takes action
55 to reduce staff within particular job classifications, the following provisions shall apply:

1
2 A. Definitions
3

4 1. Basic Qualifications:
5

6 Basic qualifications are the minimum qualifications required in the most recent job description. In those cases
7 where no job description exists, the employee will be given the opportunity to demonstrate whether s/he meets
8 the minimum qualifications necessary for the position in question (e.g., interview, testing out).
9

10 2. Reduction in Force (RIF):
11

12 A reduction in force is said to exist when the number of personnel within any given job classification is reduced
13 or when the number of classified bargaining unit employees exceeds the number of positions in the classified
14 bargaining unit.
15

16 3. Department:
17

18 The following groups will constitute departments in the classified bargaining unit: Transportation, Mainte-
19 nance, Custodial, Secretarial, Food and Nutrition Services, Aides, Media and Instructional Materials, Construc-
20 tion, Purchasing, Finance, and Technology and Information Services.
21

22 4. Salary Equalization:
23

24 For purposes of comparing different salary lanes, comparisons will be made based upon the top hourly wage
25 of each lane. When an employee is moved from one salary lane to another due to being displaced, s/he will be
26 moved in such a fashion to minimize any salary injury incurred by such a move. This will take precedence over
27 any salary implementation language found elsewhere in the agreement.
28

29 5. Seniority:
30

31 Seniority will be defined as time since effective date of hire in the classified bargaining unit, with the exception
32 that an employee on a leave of absence who does not work more than one day more than one half of a school
33 year will not be granted seniority for the year in question. Seniority will encompass all cost centers in system-
34 wide fashion but will only include time in which the employee was a member of the Classified Bargaining Unit.
35 A classified employee who transferred to the instructional bargaining unit and then returned to the classified
36 bargaining unit will retain all prior classified bargaining unit time(s) for seniority purposes, provided that no
37 break in service to the school district occurred.
38

39 6. Date of Hire:
40

41 The effective most recent starting date as designated by School Board action in appointing a given employee
42 will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment (identical
43 hire dates), the following processes will be used during staffing:
44

- 45 a. If the identical hire dates are prior to January 1, 2009, the tie-breaker will be the application dates. If the
46 application dates are identical, the tie-breaker will be the time stamp on the applications. If the time stamps
47 are identical, a coin toss will be used to break the tie.
48
- 49 b. If the identical hire dates occur on or after January 1, 2009, the tie-breaker will be the recommend date. If
50 the recommend dates are identical, the tie-breaker will be the original application date. If the original ap-
51 plication dates are identical, a coin toss will be used to break the tie.
52

53 B. Procedures
54

- 1 1. Preferences - Each employee will complete a preference form, which may be updated during the five working
2 day posting of the surplus personnel vacancy list. The form will include a listing of the employee's work site
3 preferences and whether or not s/he would desire a voluntary transfer to a particular work site(s).
4
- 5 2. Surplussing
6
7 a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that
8 time the cost center head will also identify the least senior employee at that cost center currently working
9 within the job classification in which the position(s) is/are being eliminated. Prior to identifying the em-
10 ployees to be surplussed, volunteers will be sought via e-mail from the staff. Voluntary surplussed em-
11 ployees must replace employees who would have otherwise been surplussed and may not increase the pool
12 of employees surplussed from that work site. Should there be multiple voluntary surplus requests, the most
13 senior employee will be selected first and so down the volunteer seniority list. Pursuant to the procedures
14 outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given school year, will
15 transmit to the Human Resources Office a listing of all positions eliminated, employees surplussed, and
16 vacancies anticipated.
17
18 b. The employee(s) to be surplussed at each cost center will be the least senior at that cost center currently
19 working within the job classification of the position(s) to be eliminated; provided, however, that an em-
20 ployee who has had his/her position eliminated may elect to remain at that cost center should s/he possess
21 more seniority than another employee at that cost center holding a position for which the employee is
22 qualified in his/her present job classification. In such a case, the employee possessing the least seniority at
23 that cost center will be surplussed.
24
25 c. Part-time employees will not be able to displace full-time employees during the surplussing or placement
26 process. Full-time employees may elect to displace a less senior part-time employee within his or her job
27 classification in order to stay within the cost center. An employee availing him or herself of this voluntary
28 move will retain a right to recall to a full time position.
29
30 d. Employees may displace other employees within his or her job classification without regard to shift or
31 length of contract year for purposed of surplussing and placement.
32
33 e. An employee whose position has been eliminated must be given the opportunity to elect to remain at his/her
34 cost center in another vacant position in his/her former or a lower salary lane for which s/he is qualified,
35 and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the Human
36 Resources Office (with the appropriate salary adjustment). An employee availing him or herself of this
37 voluntary move in order to avoid the surplussing of him or herself or another employee will retain a right
38 to recall.
39
40 f. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a listing, in
41 seniority order, of all employees who have been surplussed. That listing, as well as a listing of all vacancies
42 countywide (excluding Board approved charter schools), will be posted for a period of five working days.
43 Employees may update their preference lists through the conclusion of this five-day period.
44
- 45 3. Placement
46 a. All employees will be placed into vacant assignments on a seniority basis based upon their expressed
47 preferences (excluding Board approved charter schools). The most senior surplussed employee will be
48 considered first and placement will continue on a seniority basis. Each employee must be qualified for the
49 assignment selected. During the placement process, if no vacancy remains for which an employee is qual-
50 ified, the employee will replace the least senior employee in either the north or south county region (as
51 selected by the employee) in his/her job classification. The employee may elect to switch his/her region
52 selection and pick from vacancies in the other location. This process will continue until there remains no
53 employee on the surplus list who has more seniority than any employee in the district holding a position
54 in that job classification. Those employees who are junior to all others in the district within their job clas-
55 sification will thus be identified. Those junior employees, for whom there are no positions available within

1 their job classification, will be offered the opportunity to displace the least senior employee in a position
2 on a lower compensated salary lane within his or her department holding a position for which he or she
3 meets the job qualification, in either north or south county regions as specified above. For purposes of this
4 particular Article, Facilities Services (i.e., maintenance and custodial divisions) will be considered one
5 department. Laid off employees will have recall rights within the parameters set forth elsewhere in this
6 Agreement.

- 7
- 8 b. During the placement process, should an employee not be reassigned due to his/her failing to be assigned
9 to one of the work sites stated on his/her preference form or because a Preference Form was not filed,
10 management will attempt to contact said employee to explain to him/her those positions remaining avail-
11 able at that time. Should management not be able to contact said employee, the employee will be reassigned
12 to a cost center and position most closely resembling that which they were last assigned or those expressed
13 on their preference form. Should said employee upon his/her return not agree with the placement, s/he will
14 be allowed to exercise his/her seniority for any remaining unfilled positions for which s/he is qualified.
15
 - 16 c. During the placement process, full-time employees will be placed into full-time positions and part- time
17 employees will be place into part-time positions to the greatest extent possible. In the event that a full time
18 position is not available for a full-time employee, the least senior full-time employee will be placed in a
19 part-time employee position. In the event that a part-time position is not available for a part-time position
20 employee it will be the most senior surplussed part-time employee within that job classification who will
21 be offered the full time position first and so on until all the part-time employees are placed.
22
 - 23 d. During certain school years, a beginning of the school year staffing process may be required following an
24 initial student count. Positions filled during this process which were never posted county-wide for right-
25 to-recall, will be posted during the school year for right-to-recall for the following school year.
26

27 C. Return to Former Placement

28

29 Any employee displaced from his/her position due to the implementation of those procedures described above will
30 be able to return to a position vacancy at his/her last former work site at his/her present or former job classification
31 for which s/he is qualified or in the case of an employee who has suffered an involuntary reduction in his/her job
32 classification, to any position vacancy, county-wide on his/her former job classification, should such a position
33 become available within a period of five years. The employee must indicate his or her interest in obtaining a right-
34 to-recall to the position in question in the district's vacancy posting system. Such return will be automatically
35 granted upon written receipt of the employee's request stating right to recall, and will be undertaken on a seniority
36 basis in the order specified in Article XVI. It will be the employee's responsibility to monitor such opportunities.
37

38 D. Notification

39

40 The Board agrees to provide notice of the layoffs to the affected employees and the Union at least ten workdays
41 before any action is taken. Notification of layoff shall be sent by certified mail to the affected employee. It is the
42 employee's responsibility to keep the Human Resources Office informed of his/her current address.
43

44 E. Job Placement Assistance

45

46 Any laid off employee will be offered job placement assistance and counseling services by the Board to assist
47 him/her in securing other employment.
48

49 F. Administrators Returning to Bargaining Unit

50

51 Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surren-
52 dering of his/her administrative status will begin to earn seniority placement within the unit at that time. Any ad-
53 ministrator who had previous status within the bargaining unit and has not had a break in service shall retain those
54 previous years in the bargaining unit toward his/her seniority status. All administrators returning to the bargaining
55 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 on a seniority basis.
- 4
- 5 B. Laid off employees will be given right of first refusal for any position in their own or a lower salary lane for which
- 6 they meet the minimum job qualifications. Failure to accept a lower salaried position does not constitute failure to
- 7 accept an offer of recall as defined below.
- 8
- 9 C. All persons interested must request the vacancy in question within the district’s vacancy posting system. Failure to
- 10 accept an offer of recall to the salary lane, which the employee was laid off, will result in termination of employment
- 11 with the Board. Employees will be recalled or placed into vacant positions in the following order:
- 12
- 13 1. Employees returning to their former salary lane following being surplussed to a lower salary lane. (Employees
- 14 retain this right for a period of five years following their surplus.) Any employee who was placed on a higher
- 15 step due to the implementation of those procedures outlined in Article XV, Section A 4 of this Agreement will
- 16 be returned to his/her former salary lane and will be placed on the step upon which the employee would have
- 17 been placed had the employee been continuously employed in his/her former salary lane.
- 18
- 19 2. Employees returning to full time status following an involuntary reduction in the number of hours worked daily.
- 20
- 21 3. Employees returning to a North or South county location following an involuntary move to the other location
- 22 due to lack of available positions.
- 23
- 24 4. Laid off employees returning to duty.
- 25
- 26 5. Employees returning to their former work site following being surplussed. (Employees retain this right for a
- 27 period of five years following their involuntary transfer.)
- 28
- 29 6. Employees returning to duty from a leave of absence.
- 30
- 31 7. Voluntary transfer of employees.
- 32
- 33 Positions will be filled on a seniority basis within each of the above-mentioned groupings.
- 34
- 35 D. Laid off employees interested in returning to duty must submit interest in obtaining a right-to-recall to a vacant
- 36 position in the district’s vacancy posting system.
- 37
- 38 A laid off employee will continue to accrue seniority while in official laid off status.
- 39
- 40 E. Employees will be on layoff for a period not to exceed two years from date of layoff or until recalled or recall is
- 41 declined, whichever is sooner.
- 42
- 43

44 **ARTICLE XVII - PAID LEAVES**

- 45
- 46 A. Categories of Paid Leaves
- 47
- 48 1. Sick Leave
- 49
- 50 a. Sicknesses or Death
- 51
- 52 (1) Each full-time employee is entitled to four days of sick leave as of the end of the first month of em-
- 53 ployment of each current year and thereafter is credited with one additional day of sick leave at the
- 54 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

1 accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as per-
2 sonal illness or disability of the employee, or illness or death of a member of his/her immediate family.
3 "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-
4 law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
5

6 (2) An employee may authorize the transfer of some or all of his or her accumulated sick leave to his or
7 her immediate family (as defined in subsection (1) above) who is also an employee of the School
8 Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee.
9 Sick leave may only be transferred to those family members specified above and may not be trans-
10 ferred between non-related employees. Sick leave may only be transferred when the receiving em-
11 ployee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and
12 must be utilized at the time of transfer. Sick leave may only be transferred while the family member
13 is on approved sick leave status. This transfer may occur across bargaining units.
14

15 (3) A sick leave bank is set forth in Appendix E which is attached hereto and made a part hereof.
16

17 (4) Other than described in Section (2) above, sick leave credit may not be transferred or loaned to another
18 employee.
19

20 2. Personal Days

21 Each employee shall be provided six days to be used for the employee's personal business or emergencies. A
22 personal leave day may be used for any purpose at the discretion of the employee, except as outlined below.
23 An employee planning to use a personal leave day or days shall notify his/her cost center head at least 48 hours
24 in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumu-
25 lative. Leave forms shall be available at the cost center locations, and they are to be filled out upon the
26 employee's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The employee
27 upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less
28 than 48 hours notice has been given.
29
30

31 3. Days Immediately Preceding or Following a School Holiday

32 An employee requesting a personal day for a work day immediately preceding or following the days listed
33 below must receive prior approval at least one week in advance from the cost center head. The cost center head
34 may deny a personal day request during this time period due to a lack of availability of substitutes. The cost
35 center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among
36 the employee requests. Any employee requesting a sick day for a period of time continuous with one of the
37 aforementioned days may be asked to provide medical documentation for the day in question. Failure to provide
38 such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave).
39 In the case of "the last day of student attendance," the above language applies to the day before and the actual
40 last day of student attendance.
41
42

43 Thanksgiving Recess	President's Day	Memorial Day
44 Winter Recess	Spring Recess	
45 Martin Luther King Day	The last day of student attendance	

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

47 Each employee shall be entitled to illness-in-the-line-of-duty leave not to exceed 10 school days during any school
48 year for illness contracted, or injury incurred with net pay when absent because of a personal injury (including
49 assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases,
50 other than common cold or flu. The above circumstances are subject to Administrative review and consultation with
51 the local board of health if deemed appropriate.
52
53
54

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

- 4 1. Leave due to the aforementioned illnesses or injuries shall be authorized for the length of time which is gener-
5 ally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery
6 by the individual employee's physician, whichever is shorter.
7
- 8 2. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social
9 security disability benefits.
10
- 11 3. The employee may use his/her own accumulated sick days upon expiration of illness-in-the-line-of-duty leave.
12
- 13 4. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of
14 the illness in-the-line-of-duty leave and accumulated sick leave.
15

16 C. Leave for Union Officers
17

18 Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers or staff. This
19 leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for
20 all expenses associated with these leaves.
21

22 D. Temporary Duty Days
23

24 Temporary duty days with pay may be granted to employees. The Superintendent shall make the final determination
25 as to approval or disapproval of an application.
26

27 E. Civic Duties
28

29 Any employee may be granted, upon written request and with the Superintendent's approval, up to three days leave
30 with pay to perform civic duties at the local, state, or national level. In the event that the employee is compensated
31 for his or her civic service, any compensation earned from the civic service must be returned to the School Board.
32

33 F. Leave for Legal Commitments and Transactions
34

- 35 1. An employee who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in
36 pay by reason of such appearance. 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 loss of pay if s/he so desires.
39
- 40 3. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her
41 cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released
42 by the cost center head.
43

44 G. Vacation
45

46 1. Work Year
47

48 12-month employees will work a 240-day work year including 234 work days and 6 paid holidays. All 12-
49 month employees will work the work days specified in the approved district calendar. The School Board will
50 jointly form a committee with the SC/TA to recommend which 12 days will be deducted from the school cal-
51 endar to reach the 240-work day requirement. That committee will be reflective of the number of employees
52 in each affected division.
53

54 2. Vacation Days
55

1 As of July 1, 2015, all 12-month employees will earn vacation days each year as indicated below:
2

3 First 60 months of employment – 6 days

4 61-120 months of employment – 9 days

5 121+ months of employment – 12 days
6

7 a. Accrual
8

9 Vacation days can be accrued up to 60 for terminal pay purposes. No more than 60 days of vacation accrual
10 can be rolled forward to the succeeding school year. Vacation days accrued beyond 60 days will be for-
11 feited on June 30th of any given school year if not utilized.
12

13 b. Payout
14

15 Upon final separation from the school district, each employee will receive a payout of all earned and un-
16 used vacation days. Such payout will be based upon the employee's then current daily rate of pay.
17

18 3. Compensated Leave Days
19

20 a. Accrual
21

22 Except as provided below, compensated leave days are all days accrued prior to July 1, 2015 and will be
23 treated in a manner consistent with those contract provisions in effect at the time in which they are earned.
24 Beginning on July 1, 2015, employees will no longer accrue compensated leave but will instead earn va-
25 cation days as described herein. An employee has a one-time option to transfer some or all of his/her
26 compensated leave days into vacation accrual to reach the maximum 60-day terminal vacation leave pay-
27 out.
28

29 b. Payout
30

31 Compensated leave days accrued prior to July 1, 2015, may be paid out at the discretion of the employee
32 to a maximum of 12 days per school year at the normal rate of pay as defined in Article II of the Agreement.
33 Requests for payment of compensated leave days are due into the Payroll office no later than the last work
34 day in October and will be included in the employee's first paycheck in December. All accrued compen-
35 sated leave will be paid out at the time of the employee's separation from the school district. Such payout
36 will be based on the employee's then current normal rate of pay.
37

38 4. Scheduling of Vacation/Compensated Leave
39

40 An employee's use of vacation or compensated leave must be scheduled with the employee's immediate
41 supervising administrator. Any such leave will first be charged to vacation leave and then to compensated
42 leave days, unless the employee affirmatively directs otherwise, in writing. For leave of five or more day's
43 duration, more than one-week notice must be provided. In the case of leaves of less than five days duration,
44 other than in exceptional circumstances, employees must give at least 48 hours notice prior to the com-
45 mencement of the desired leave. Pre-approval of such leave is required in all circumstances. Denial of
46 such a request will only be for good cause. Deviations from these timelines may be granted at the discretion
47 of the cost center head. In cases involving "use or lose" vacation days, all reasonable efforts will be made
48 to accommodate the employee's request for such leave.
49

50 H. Holidays
51

52 The Board will designate nine holidays in addition to the six paid holidays designated by the Board. Before adopting
53 the calendar, the Board will consider the requests of the Union. In those years where there are 105 weekend days,
54 the Board will designate eight holidays.
55

1 I. Teacher Internship Program

2
3 The following information shall serve as the criteria for granting a leave of absence, with pay for district employees
4 required to perform a full-time internship (student teaching) in fulfillment of a degree in the field of teaching:

5
6 1. The candidate:

- 7
8 a. Must have been employed by the school district for a minimum of one school year in a full-time
9 Board-appointed capacity prior to the commencement of leave.
10
11 b. Must not have received an “Unsatisfactory” rating on his or her most recent Performance Evaluation.
12
13 c. Must submit a letter requesting a leave of absence to the Director of Human Resources twenty (20)
14 workdays prior to the leave (the leave may not exceed one semester).
15
16 d. The employee may be placed into a particular classroom setting at the Board’s discretion and will be
17 paid for the duration of the internship on the SSP-7 salary schedule on a step nearest his/her normal
18 hourly rate of pay that will not cause a decrease in that hourly rate of pay.
19
20 e. Must be willing to teach in the Sarasota County School District for a minimum of one-year contingent
21 upon receiving an offer of employment as a teacher. However, the granting of leave to perform
22 student teaching does not guarantee an employee a position as a teacher in Sarasota County.
23

24 3. Leaves will be granted on a first-come/first-serve basis and will be contingent upon the district’s ability
25 to fund the leave.
26

27 4. The employee on leave will be entitled to return to his/her position upon the completion of student teach-
28 ing leave at his/her previous hourly rate of pay.
29

30 J. Procedures

31
32 1. Requests

33
34 All requests for a leave of absence for union officers or for sabbatical leave or for a return to duty following
35 one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick
36 leave, illness-in-the-line-of duty, temporary duty days, civic duties, legal transactions, and vacation will be
37 submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e.,
38 a leave that will extend into the next school year) paid leave of absence shall be March 1 of each year. Employ-
39 ees on extended paid leave shall notify the Department of Human Resources on or before March 1st of their
40 intent for the coming year.
41

42 2. Experience Credit

43
44 An employee will be granted one year’s experience credit for service of one day more than one-half of the
45 regular contract year when on an approved paid leave of absence.
46

47 3. Insurance Continuation

48
49 Any employee granted a leave of absence as provided in this Article shall continue to receive all benefits and
50 privileges of an active School Board employee.
51

52 4. Retirement Credit

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

5 5. Return to Duty

6
7 Upon return to duty from a paid leave of absence, the employee will return to his/her former position.
8

9 6. Transferring in of Sick Leave

10 The transferring in of sick leave is not allowed.
11

12 7. Sick Leave Payoff Cap

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

19 8. Verification of Reasons for Leave

20
21 Upon return from leave as described in paragraphs A and B, the building principal shall provide the employee
22 with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to
23 the building principal within five working days following the employee's return from leave.
24
25

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

27
28 Categories of Unpaid Leaves

29
30 A. Study/Professional Improvement Leave

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

38 Such leave may be authorized for:

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

51
52 B. Medical Leave

53 An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member
54 of his/her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted his/her
55

1 sick day accrual and have completed his/her Family and Medical Leave Act (FMLA) leave if applicable. An em-
2 ployee requesting medical leave must provide medical documentation of the illness in question.
3

4 Upon return from leave as described in paragraph A and B, Article XVII, Paragraph B, the building principal or
5 cost center head shall provide the employee with necessary forms for verification of the reasons for absence. Such
6 completed forms shall be submitted to the building principal or cost center head within five work days following
7 the employee's return from leave. In the case of unpaid medical leave, such documentation must include a note
8 from the treating physician as to the need to miss work (in compliance with HIPAA regulations) and the duration
9 of such need.
10

11 C. Worker's Compensation
12

13 An employee receiving worker's compensation payments will be deemed to be on an unpaid worker's compensation
14 leave during that time period. Employees on an approved worker's compensation leave will be afforded all those
15 rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Sections 1012.63
16 and 1012.69, Florida Statutes. Employees may supplement their worker's compensation benefits by utilizing their
17 accrued sick leave. During the period they are supplementing their workers compensation benefits with accrued
18 sick leave they will be considered on paid leave status. Employers on worker's compensation leave will continue
19 to receive the medical benefits afforded active employees for a period of up to 90 calendar days from the time of
20 commencing said leave. Employers will be afforded any remaining portion of the 10 days paid leave, in the form
21 of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up
22 care for the illness received in-the-line-of-duty.
23

24 D. Political Leave
25

26 A leave of absence (without pay) for up to one year may be granted by the Board to an employee, upon application
27 to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the first
28 term of office.
29

30 E. Family and Medical Leave Act (FMLA) Leave
31

32 Employees qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with
33 continuation of health benefits. In the case of employees on worker's compensation leave, FMLA leave will com-
34 mence only after the employee has exhausted all of his/her worker's compensation leave.
35

36 F. Maternity Leave
37

38 1. A maternity leave without pay shall upon written request be granted to an employee any time between the
39 commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion
40 of the employee and her physician. Except in case of emergency, the employee shall give written notice to the
41 Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave
42 shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of
43 time the employee should be able to work. All or any portion of a leave taken by an employee because of a
44 medical disability connected with pregnancy may, at the employee's option, be charged to her available sick
45 leave.
46

47 2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either
48
49 a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which
50 time the employee shall be returned to her former position, or
51
52 b. on the first day of the next school year following the termination of pregnancy, at which time the employee
53 shall be returned to her former position.
54

55 G. Child Care Leave

1 A childcare leave without pay for caring for a child less than six years of age, not to exceed one year, shall be
2 granted an employee upon written request to the Superintendent. An employee may request in writing an additional
3 year of childcare leave. Such request shall be submitted by March 1st of each year. Childcare leave may be extended
4 on a yearly basis for a maximum of five school years.

5
6 H. Personal Leave

7
8 An employee will be granted a personal leave of absence for any reason, for a period of one school year or in the
9 case of an emergency, for the remainder of a given school year. Notwithstanding any other provision of this Article,
10 other than in case of emergency, all requests for personal leave must be made on or before April 15th of the preceding
11 school year. An employee will be granted only one personal leave of absence in any three year period. During the
12 time the employee is on an unpaid personal leave of absence the employee may not enters similar or related em-
13 ployment during his/her leave without express written permission of the Board. Violation of the provision pertaining
14 to seeking unrelated employment will constitute grounds for termination of employment.

15
16 I. Military Leave

17
18 Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component
19 thereof or with the National Guard shall be granted in accordance with applicable law.

20
21 J. Procedures

22
23 1. Requests

24
25 All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the
26 Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave
27 of absence shall be April 15th of each year. Employees on extended unpaid leave shall notify the Department
28 of Human Resources on or before March 1st of their intent for the coming year. Other than in case of emergency,
29 once an employee indicates his or her intent to return for the coming school year he/she will not be granted
30 further extended unpaid leave pursuant to paragraphs A, D, G, or H above for that school year.

31
32 2. Duration of Leave

33
34 Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave requests without
35 sufficient reason. Under normal circumstances, such leaves shall not exceed five years. An employee's leave
36 will be extended in cases where no position exists for the employee to return in one of his/her areas of certifi-
37 cation. A leave will not exceed one year's duration, but may be renewed as specified herein.

38
39 3. Experience Credit

40
41 With the exception of employees on Board-approved Union leave, no experience credit for salary, longevity or
42 seniority purposes will be granted for any year in which an employee does not work for one day more than one-
43 half of the regular contract year. An employee may be granted one year's experience credit for service of one
44 day more than one-half of the regular contract year when on an approved study/professional, worker's com-
45 pensation, military, or political leave of absence.

46
47 4. Insurance Continuation

48
49 Any employee granted a leave of absence as provided in this Article shall be given the opportunity to continue
50 insurance in the existing school programs during the leave provided that the premiums for such insurance pro-
51 grams shall be paid by the employee on a monthly basis in advance of the month due.

52
53 5. Retirement Credit

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

5 6. Return to Duty

6
7 a. Normal Return to Duty During a School Year

8
9 (1) Leaves of 12 Weeks or Less Duration

10
11 An employee who desires to return to duty at the end of his/her approved leave will be placed into the
12 same or a substantially similar position at his/her former work site. Should no vacancy exist for which
13 the employee is qualified, a surplus situation will be said to exist at that work site which will be han-
14 dled in a manner specified elsewhere in this Agreement.
15

16 (2) Leaves Exceeding 12 Weeks

17
18 An employee returning to duty from an approved leave of absence of greater than 12 weeks duration
19 (regardless of whether or not his/her return is premature) will be placed in a manner described in
20 Number 3, below.
21

22 b. Normal Return to Duty at the End of School Year

23
24 Upon return from an approved leave, the employee shall be returned to his/her former position, if available,
25 or to a substantially similar position at his/her former work site, for which the employee is fully qualified.
26 In cases in which a staffing surplus is said to exist, such placement must be in accord with those procedures
27 outlined in Articles XV and XVI, where applicable.
28

29 c. Premature Return to Duty

30
31 (1) An employee returning to duty prematurely from an approved, unpaid leave of absence will be placed
32 into the next available opening for which s/he is qualified (except in the case of FMLA leave) on
33 his/her former salary lane. An employee's placement at a work site will be made at the discretion of
34 the Board, within the North and South County boundary preference expressed by the employee. This
35 placement will continue only until the end of that current school year.
36

37 (2) Transfers appropriate to the circumstances will be granted prior to allowing an employee to return
38 prematurely from an unpaid leave into a given position. Each position vacancy will pass through one
39 complete posting cycle before being offered to an employee seeking premature return from an unpaid
40 leave of absence.
41

42 (3) An employee returning to duty prematurely from an unpaid leave of absence will not be placed onto
43 a salary lane higher than the one he/she formerly held.
44

45 (4) An employee may return to duty prematurely to a vacant position on a lower salary lane but failure to
46 accept such a move by the employee, does not constitute a waiver of his or her rights to accept another
47 position on the appropriate salary lane.
48

49 (5) An employee currently on a NEAT/performance assistance process will not be eligible for premature
50 return to duty. Unless agreed to by the parties, employees on a NEAT process or performance assis-
51 tance will be returned to their former work site at the conclusion of their approved leave of absence.
52

53 (6) At the end of the school year in which the employee requested premature return to duty, that employee
54 will be returned to his/her former work site for the following school year. Should no vacancy exist for

1 which the employee is qualified, a surplus situation will be said to exist at that work site which will
2 be handled in a manner specified elsewhere in this Agreement.

3
4 d. Return From FMLA Leave

5
6 An employee on an approved Family and Medical Leave Act (FMLA) leave will return to his/her former
7 position upon return from the FMLA leave. Should an employee not return to duty during or immediately
8 following the conclusion of his/her FMLA leave and is approved for further leave, he or she will be placed
9 into a position following those procedures outlined above.

10
11 **ARTICLE XIX - PERSONNEL RECORD**

12
13 A. Maintenance

- 14
15 1. There shall be only two personnel files as defined in Florida Statutes, Chapter 231.291. One shall be maintained
16 at the Office of Human Resources of the Sarasota County School Board and the other at the office of the
17 employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated
18 by Statute. No copies of the official personnel file shall be made except that which is photocopied by request
19 of the employee or required by Florida Statute.
20
21 2. An employee may request through his/her immediate supervisor access to his/her site file. Requests to review
22 the personnel file shall be made to the Human Resources Office in person. Where time parameters or lengthy
23 distances to the Human Resources Office are a concern, cost center heads will assist employees where possible.
24
25 3. Except for material pertaining directly to the work performance or such other matters that may be cause for
26 discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or per-
27 sonality shall be placed in any official personnel file of such employee. Material relating to work performance,
28 discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if
29 it is signed by a person competent to know the facts or make the judgment, and only if the employee has been
30 given the opportunity to read the material following its receipt or formulation. The employee shall be sent a
31 copy of such material by certified mail to his/her address of record or shall be given an actual copy of the
32 material to be filed. If the employee receives said copy, s/he may indicate that such material has been read by
33 affixing his/her signature on the actual copy to be filed with the understanding that such signature merely sig-
34 nifies that the material to be filed has been read and does not necessarily indicate agreement with its content.
35 However, an incident, which has not been reduced to writing within 45 days of its occurrence, may not be
36 added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the
37 employee.
38
39 4. The employee shall have the right to answer in writing any material now on file as well as any material filed
40 hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in
41 the employee file nor used in any proceeding or given any credibility anywhere by the Employer.
42
43 5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee
44 shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The
45 Board reserves the right to assess a cost per copy, no greater than five cents per page.
46
47 6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida
48 Statutes, Chapter 1012.31. If an employee's file is inspected by a member of the administrative staff of the
49 Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of
50 Human Resources.
51
52 7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of
53 Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with the State
54 Public Documents Statutes.
55

1 8. Notification

2
3 Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in
4 Florida Statutes, without the employee’s knowledge or permission, shall be notified in writing within 48 hours
5 as to who requested and observed the file and the purpose of such request.
6

7 B. Complaints

8
9 When a written complaint concerning an employee’s conduct and/or performance is made by the parent of a student
10 or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the
11 complaining party and consult with the employee involved. No complaint shall be placed in the official personnel
12 file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this
13 contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of
14 the complaint.
15

16
17 **ARTICLE XX - GRIEVANCE AND ARBITRATION**

18
19 A. Definitions

- 20
21 1. The “grievant” is an employee, a group of employees, or the Union filing a grievance.
22
23 2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and policies
24 affecting the terms or conditions of employment.
25
26 3. A “grievance” is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner
27 or the grievant or Union has been affected by an action or proposed Board action item, that if implemented,
28 would constitute a misinterpretation or misapplication of the specific written terms of this agreement, or on the
29 regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action
30 would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance
31 may be processed through Section B of this Article.
32

33 B. Procedures

34
35 1. Informal

36
37 This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the
38 intention of the parties that to the greatest extent possible, only local building staff will be used to process
39 Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should
40 have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union
41 representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or
42 his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will re-
43 spond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied
44 with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal
45 Procedure.
46

47 2. Formal Step One

48
49 If the grievant is not satisfied with the disposition of the grievance at the Informal level, s/he may schedule a
50 meeting to submit the grievance on the adopted form to the appropriate Associate Superintendent, Chief or
51 his/her designee no later than ten working days after the response was received at the Informal level. The
52 Associate Superintendent, Chief or his/her designee shall submit his/her written response to the Step One griev-
53 ance no later than ten working days following the Step One meeting.
54

55 3. Formal Step Two

1 If the grievant is not satisfied with the disposition of the grievance in Step One, s/he may schedule a meeting
2 to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after
3 the written response was received in Step One. The Superintendent or his/her designee shall submit a written
4 response no later than ten working days after the Step Two meeting. Should the response be a rejection of the
5 grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.
6

7 4. Step Three (optional)

8 Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion
9 of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working
10 days from receipt of the Step Two written decision. The mediator will be chosen through mutual agreement of
11 the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions,
12 which are recommended at this level, may not be utilized at an arbitration proceeding by either party.
13

14 5. Step Four

15
16 If the grievant is not satisfied with the disposition of the grievance in Step Two or Three, s/he may submit it to
17 the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding
18 decision. Any submission hereunder shall be made no later than 15 working days after the receipt of the decision
19 in Step Three or Four.
20

21 C. Rules

- 22
- 23 1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the
24 informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's
25 representative is not present. An employee may avail him/herself of the grievance procedure in person or by
26 counsel and have such grievance adjusted without intervention of the Union provided that:
27
 - 28 a. the adjustment is not inconsistent with the terms of this Agreement, and
 - 29 b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution
30 of such grievance.
31
 - 32 2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to
33 the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons, shall auto-
34 matically extend the time limits equal to the number of days of such absence.
35
 - 36 3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be
37 complied with pending resolution of any dispute.
38
 - 39 4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall
40 be the first issue before the arbitrator and no other matter will be considered by the arbitrator until s/he has
41 issued his/her findings on the question of arbitrability.
42
 - 43 5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor
44 shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication.
45 The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section
46 C-4 hereof.
47
 - 48 6. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which
49 has not previously been disclosed to the other party except where a party was unable to produce said grounds
50 or evidence prior to Step Four. Such grounds and evidence shall be disclosed to the other party between Step
51 Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to
52 proceeding with the grievance hearing.
53
54

- 1 7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the
2 mediator at Step Three (if elected) are not to be considered relevant or to be heard by the arbitrator should the
3 grievance proceed to Step Four.
4
- 5 8. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with
6 Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Three
7 or Step Four, if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice,
8 custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the
9 Superintendent.
10
- 11 9. The parties shall share the costs of transcripts if so desired by the parties.
12
- 13 10. The Informal Step and Steps One of the grievance procedure may be bypassed by mutual agreement of the
14 grievant and the Superintendent. The grievance shall then be brought directly to Step Two.
15
- 16 11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XIX-A
17 (Personnel Records), furnish each other such requested information for the processing of any grievance pro-
18 vided the information is not legally restricted or work product related to the grievance or contract negotiations
19 as contained in Article IV-A (Union Rights, Privileges and Obligations, Employer Information).
20
- 21 12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any
22 employee because of his/her participation or non-participation in the procedures set forth in this Article.
23
- 24 13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the
25 American Arbitration Association (AAA) will be divided equally between the parties. When an individual who
26 is not being represented by the Union in the arbitration is the party in the grievance, the individual will bear the
27 responsibility of half of the costs.
28
- 29 14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in
30 a court of law or equity or before the Public Employee Relations Commission or any other administrative
31 agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms
32 of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to
33 resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged vio-
34 lation or violations of the express terms of this Agreement. Conversely, if an employee files a grievance chal-
35 lenging the proposed termination of his/her employment, and requests arbitration following a step two deter-
36 mination, this shall waive the employee's right to contest the proposed termination before the Division of Ad-
37 ministrative Hearing (DOAH) of the School Board.
38
- 39 15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an em-
40 ployee's permanent personnel files.
41
- 42 16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a
43 Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superin-
44 tendent or his/her designee.
45
- 46 17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance
47 will be considered to be automatically advanced to the next step of the grievance and arbitration process as
48 described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance
49 will be denied. (Such denial will not establish past practice on the matter at hand.)
50
- 51 18. The Union will be considered to be a party with standing in any grievance upon its request.
52
53

54 **ARTICLE XXI - DISCIPLINARY ACTIONS**
55

- 1 A. Scope of Article
2
3 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions,
4 dismissals, or reductions in grade or pay with prejudice.
5
6 2. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated
7 by sufficient evidence which supports the recommended disciplinary action.
8
9 3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this
10 Article shall be promptly initiated after all the facts have been made known to the official responsible for taking
11 the actions.
12
13 B. Disciplinary action shall be governed by applicable statutes.
14
15 C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that
16 proposal.
17
18 D. An employee against whom action is to be taken under this Article shall have the right to review all of the infor-
19 mation relied upon to support the proposed action and shall be given a copy upon request.
20
21 E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the
22 Union is representing.
23
24 F. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present ap-
25 propriate responses to the proposed actions under this article, through Step One of the Grievance Process. This
26 amount of time is to be mutually agreed upon by the parties.
27
28 G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall
29 not be considered disciplinary actions and shall not be used as a substitute thereof.
30
31 H. Previous charges or actions that have been brought forth by the administration may be cited against the employee
32 if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been
33 shared with the employee.
34
35 I. Progressive Discipline
36
37 1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.
38
39 2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recom-
40 mendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real
41 immediate danger to the district or other flagrant violation, progressive discipline shall be administered as fol-
42 lows:
43
44 a. Verbal reprimand (written notation placed in site file).
45
46 b. Written reprimand filed in personnel and site files.
47
48 c. Suspension with or without pay.
49
50 d. Dismissal.
51
52 J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed after
53 a period of two years.
54
55 K. Letters of reprimand may be removed from an employee's official personnel file after a period of two years.

- 1
2 L. During the pendency of an investigation into an allegation of wrong-doing on the part of an employee, the employee
3 may be temporarily reassigned only if the charges, if proven to be true, could lead to the employee's termination or
4 suspension or if the employee's conduct poses a threat to any individual's safety.
5
6 M. An employee who fails to return to duty for each of the first three work days of a new school year and who fails to
7 notify his/her cost center head of his/her intentions will be considered to have abandoned his/her job and may be
8 terminated.
9

10
11 **ARTICLE XXII - TERMINAL PAY FOR ACCUMULATED SICK LEAVE**
12

- 13 A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if service
14 is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee
15 at retirement or death multiplied by those percentages as outlined in Florida Statutes and 100% of the employee's
16 accumulated leave days as specified elsewhere in this Agreement, unless changed by future negotiations or law.
17 The employee must leave the employment of the School Board directly into the Florida Retirement System in either
18 early or normal retirement status.
19
20 B. An employee who terminates for retirement purposes under the Public Employee Optional Retirement Program
21 shall be considered a retired employee if he or she meets the age and service requirements to qualify for normal
22 retirement as set forth in section 121.021 (29) of Florida Statutes or has attained the age of 59 ½ and has six years
23 of credible service.
24
25

26 **ARTICLE XXIII - LOCAL RELATIONSHIPS**
27

- 28 A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a mutually
29 agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding per-
30 sonnel policies and practices and other matters affecting working conditions of a purely local nature which are not
31 covered by this Agreement. However, no changes to personnel policies and procedures affecting working conditions
32 shall be unilaterally implemented unless negotiated accordingly.
33
34 B. Disputes between the parties at the cost center level may be referred for resolution to the local level of the Union
35 and of the Employer.
36
37

38 **ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM**
39

- 40 A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity
41 of the employee. The provisions of this program will also apply to all School Board retirees.
42
43 B. This program shall include but not be limited to counseling for the following:
44
45 1. Drug Abuse
46
47 2. Alcohol Abuse
48
49 3. Family Counseling
50
51 4. Financial Counseling
52
53 5. Psychological Difficulties
54
55 6. Smoking

1 **ARTICLE XXV - EFFECT OF AGREEMENT**
2

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

28 **ARTICLE XXVI - OCCUPATIONAL SAFETY AND HEALTH**
29

- 30 A. Within 30 days of Ratification of this Agreement, the parties agree to establish a joint committee at both the School
31 Board level and site level.
32
33 B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee
34 shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school
35 site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and
36 the corrective action desired. The School Board/Union Committee will investigate the matter, and if the Union finds
37 a potential or occurring hazard, the Board will take immediate action to correct the hazard.
38
39 C. The Committee shall consist of three Union members and two administrative members at each level (Elementary,
40 Middle, High School) and the chair shall rotate monthly. The Committee shall meet once per month at a mutually
41 agreeable time.
42
43

44 **ARTICLE XXVII - BENEFITS**
45

- 46 A. Health Insurance
47
48 Plan Specifications
49
50 1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each
51 employee at no cost with the following minimum specifications:
52
53 a. Unlimited Lifetime Maximum
54
55 b. Deductible - Individual \$500

- 1 c. In-Network Coinsurance at no less than 90%
- 2
- 3 Out-of-Network Coinsurance at no less than 70%
- 4
- 5 d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and
- 6 customary)
- 7
- 8 e. Out-of-Pocket Maximum - \$2,000 including deductible
- 9
- 10 f. Yearly Physical Examination (subject to \$250 yearly limit)
- 11
- 12 g. Primary Care Physician Co-pays - \$25; Specialist Co-Pay - \$50
- 13
- 14 h. Prescription Drug Schedule - \$20/\$40/\$60
- 15
- 16 i. Emergency Room Visit - \$150
- 17
- 18 2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to employees who do
- 19 not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited.
- 20 The HMO will be offered to all employees at no cost with the following minimum specifications:
- 21
- 22 a. Lifetime Maximum – Unlimited
- 23
- 24 b. Deductible - \$250
- 25
- 26 c. Primary Care/Specialist Office Visit - \$20/\$40
- 27
- 28 d. Inpatient Hospital - \$200/Admission
- 29
- 30 e. Emergency Room Visit - \$150
- 31
- 32 f. Out of Pocket Maximum – \$1,750 including deductible
- 33
- 34 g. Yearly Physical Examination (subject to \$20 co-payment)
- 35
- 36 h. Prescription Drug Schedule - \$20/\$40/\$60
- 37
- 38 3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO plan
- 39 and the HMO plan at the employee’s expense. The Board will offer an alternate family health insurance op-
- 40 tion(s) at the employee's expense that will provide for lower benefits and premium levels. Should an employee
- 41 elect this option for his or her family, he or she must elect this option for his or her coverage.
- 42
- 43 4. Employees who have elected to waive their right to medical insurance by signing a School Board affidavit of
- 44 insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. If such an
- 45 election has been made, the School Board will contribute the sum of \$254.06 per month to the employee’s
- 46 existing 401(k) account until such time as the employee voluntarily rescinds the waiver of insurance or leaves
- 47 the employ of the School Board. Once an employee’s election to waive his/her right to medical insurance has
- 48 been rescinded for any reason, that employee may not elect to waive medical insurance pursuant to this para-
- 49 graph again in the future. All employees other than those who have elected to waive their right to medical
- 50 insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be
- 51 allowed to elect a waiver of health insurance.
- 52
- 53 5. This section is subject to yearly re-openers including the selection of providers.
- 54

- 1 B. Worker's Compensation - The School Board will provide Worker's Compensation insurance for all employees as
2 outlined in state statutes.
3
- 4 C. Cafeteria Plan - The School Board will provide to each employee at no cost the following benefits:
5
6 1. Life Insurance - \$50,000 for each employee
7
8 2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of \$4,000 per month
9
10 3. Dental Plan - Panel plan for employee
11
12 4. Vision Plan - for employee
13
- 14 D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each employee may
15 pay for if they choose any individual option:
16
17 1. Dental Plan - Panel plan for dependents, and indemnity plan for employee and dependents.
18
19 2. Vision Plan - dependents
20
21 3. 401(k) Plan
22
23 5. Medical Reimbursement Account - employee and family
24
- 25 E. Either party may re-open negotiations if costs exceed present School Board contributions for supplemental core
26 benefits (Section C, above).
27
- 28 F. If an employee elects to contribute for dependent medical care coverage, those deductions (including for the summer
29 period) will be spread equally among all of his/her pay periods.
30
- 31 G. The Employer shall provide an employee retirement plan or plans as established by Florida Statutes.
32
- 33 H. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed
34 for any unused sick leave as outlined in Article XXII.
35
- 36 I. The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this
37 plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the insurer.
38
- 39 J. The School Board will provide the 401A plan described in Appendix M of this Agreement to enable employees to
40 shelter accumulated sick and/or vacation days in a pre-tax fashion upon retirement. All retiring employees with at
41 least \$2,500 value of accumulated sick and/or vacation time will participate in this plan.
42
43

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

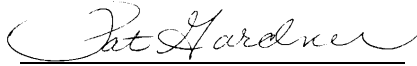
45
46 The Board and SC/TA agree on an implementation process toward Shared Decision Making in accordance with the
47 model as described in Appendix H of this contract.
48

49 The parties agree to annually enter into Memoranda of Understanding which may exempt specific cost centers, partici-
50 pating in implementing a shared decision making model, from the requirements of specifically identified provisions of
51 this Agreement. Such exemption(s) must be agreed to by both parties. The provisions of the master contract shall be in
52 full force and effect for all other cost centers. Both parties agree that the contents of such Memoranda shall not be used
53 by either side for persuasion in any grievance or impasse proceeding, and will not constitute grounds for past practice.
54
55

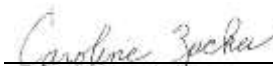
56 **ARTICLE XXIX - DURATION OF AGREEMENT**

- 1 A. This Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2019. This Agree-
2 ment may be extended only in writing.
- 3
- 4 B. This Agreement may not be assigned by either party.
- 5
- 6 C. This Agreement is subject to salary and benefit re-openers for the 2017-2018 and 2018-2019 school years.
- 7
- 8 D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.
- 9

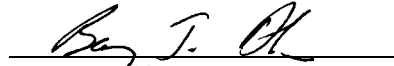
10 IN CONSIDERATION OF THE MUTUAL COVENANTS, THIS AGREEMENT IS MADE AND ENTERED INTO THIS
11 THIRD DAY OF JANUARY 2017, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION
12 AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

13
14 

15
16 Pat Gardner
17 President, Sarasota Classified/
18 Teachers Association, Inc.

13
14 

15
16 Caroline Zucker
17 Chairperson of the School Board
18 of Sarasota County, Florida

19
20 

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

19
20 

21 Lori White
22 Superintendent of Schools

24
25
26 **ARTICLE XXX - SUPPORT OF STUDENT DISCIPLINE**

27
28 A. General Responsibility

29
30 While on duty, an employee has a general responsibility for controlling student behavior and a responsibility for
31 maintaining the safety of those students under his/her direct supervision. An employee may at any time request the
32 assistance of the principal.

33
34 Within the framework of the State's and the Board's codes of student conduct, classified personnel shall have the
35 authority to undertake any of the following actions in managing student behavior and ensuring the safety of all
36 students in their classes and school:

- 37
- 38 1. Follow the established classroom rules of conduct.
- 39
- 40 2. Follow and implement consequences designed to change behavior, for infractions of classroom rules.
- 41
- 42 3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for be-
43 havior management intervention.
- 44
- 45 4. Assist in enforcing school rules on school property, on school-sponsored transportation, and during school-
46 sponsored activities.
- 47
- 48 5. Request and receive information as to the disposition of any referral to the administration for violation of class-
49 room or school rules.
- 50
- 51 6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in
52 case of emergency.
- 53
- 54 7. Request and receive training and other assistance to improve skills in classroom management, violence preven-
55 tion, conflict resolution, and related areas.
- 56

- 1 8. Press charges if a crime has been committed against the employee on school property, on school-sponsored
2 transportation, or during school-sponsored activities.
- 3
- 4 9. Use reasonable force to protect himself or herself or others from injury.
- 5

6 B. School Center Disciplinary Procedures

7

8 1. Approved School Disciplinary Policy

9

10 A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board
11 Rules, and Administrative regulations, shall be developed in each school center. Such procedure shall be for-
12 mulated in conjunction with the Shared Decision Making Team or Alternative Governance Management Team.

13

14 2. Right of Employee to Refer Students

15

16 An employee may send a student to the principal or his/her designee's office to maintain effective discipline in
17 the classroom. When a teacher is present in a classroom, the teacher will make the final decision as to whether
18 or not to refer the student. The principal shall respond by employing appropriate discipline-management tech-
19 niques consistent with the State's, the Board's, and that school's codes of student conduct.

20

21 3. Right of Appeal

22

23 Should a majority of the school's behavior committee, SDM or AGS team feel that the building level admin-
24 istration is not consistently following the school's written disciplinary procedures, that team will have the right
25 to appeal those concerns directly to the Superintendent of Schools or his/her designee. Any alleged violations
26 of the school's written disciplinary procedures will be subject to the Grievance and Arbitration procedures
27 outlined elsewhere in this Agreement.

28

29 C. Disruptive Students

30

31 1. General Guidelines Regarding Physical Force

32

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

37

38 2. Discipline Referral Form

39

40 The adopted standardized student discipline referral form shall provide space for the referring party to note
41 observations and to request specific action on the part of the Administrator. All discipline referral forms will
42 be returned to the referring employee within the next two school days following submission to the principal
43 stating the status of the pending or final action taken by the principal or designee. The employee will be pro-
44 vided with written notification of the final disposition of the case within five school days of the occurrence.

45 3. Battery and/or Assault Upon an Employee

46

- 47 a. If a student commits an act of battery upon an employee, that student shall not return to that immediate
48 setting without that employee's prior consent.
- 49

- 50 (1) The principal shall report as soon as possible, but within 24 hours, to the Superintendent that an assault
51 or battery upon an employee has been reported to him/her. The principal shall investigate and file a
52 complete report as soon as possible to the Superintendent. The full report shall be signed by the em-
53 ployee to acknowledge that s/he has seen the report, and s/he may append a statement to the report.
- 54

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

- 1
2 b. An employee upon whom an act of battery or assault has been committed who presses charges against
3 his/her assailant shall have his/her days of court appearance designated as non-attendance days with pay.
4
5 c. Any student found to have committed an act of battery upon an employee shall be recommended for ex-
6 pulsion for the full extent permitted by law. Upon being charged with the offense, the student shall be
7 removed from that setting immediately, pending final disposition.
8

9 D. Staff Notification

- 10
11 1. Classified employees (where appropriate) will be informed as to any prior arrests and/or convictions of which
12 the Board has knowledge of students assigned to his/her supervision.
13
14 2. Classified employees (where appropriate) will be informed when any student has been moved into his/her su-
15 pervision due to those procedures outlined above.
16

17 E. False Accusations Against Employees
18

19 A recommendation for expulsion will be made for any student known to have intentionally made false accusations
20 that jeopardizes the employment status or professional certification of an employee. It will be the employee's re-
21 sponsibility to develop such evidence. Nothing in this section should be construed to limit the employee's right to
22 pursue civil remedies for such conduct.
23
24

25 **ARTICLE XXXI - TOBACCO POLICY**
26

27 The use of tobacco products is prohibited in school buses, district-owned vehicles, and in any portion of any building or
28 property owned by, or leased to, the School Board.
29

30 **ARTICLE XXXII - DEFERRED RETIREMENT OPTION PROGRAM (DROP)**
31

32 A. Optional Participation
33

34 An employee's participation in the DROP is optional on the employee's part.
35

36 B. Employment Status
37

38 Employees who have elected to participate in DROP will be considered active employees of the Board while await-
39 ing separation. They will accrue all salaries and benefits consistent with other active employees.
40

41 C. Separation Date
42

43 An eligible employee may select a retirement date as provided by state law. A retirement date, once established,
44 may be changed in accordance with state law, but in no circumstances may an employee withdraw from the DROP
45 program once an initial retirement date is set.
46

47 D. Vacation Day Accruals
48

49 Any accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the employee's
50 DROP application. Hours in excess of the 60-day cap will remain in the employee's accrual. There will be no second
51 payoff of vacation days when the employee subsequently separates from service with the Board. S/he may use any
52 such accrued days for vacation purposes.
53

54 E. Sick Leave Accruals
55

1 Employees will elect to transfer 100% of their accrued sick leave into their Bencor Special Pay Plan account either
2 upon entering the DROP program or upon final separation of service from the School Board of Sarasota County,
3 subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. For
4 any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5 years and
5 100% at the end of each extension.
6
7

8 **ARTICLE XXXIII – NON DISCRIMINATION**
9

10 The parties agree to operate a school system and work place that is free of discrimination and harassment in any form.
11 To this end, the parties state that they will not tolerate discrimination against employees or students because of race,
12 creed, color, age, sex, handicap, marital status, sexual orientation, national origin, religious and/or political belief or
13 activity, or religious activities outside the school day and school premises. This Code of Conduct will apply to all inter-
14 actions between employees, parents and students alike. Any employee or student who violates this article shall be subject
15 to discipline pursuant to this Agreement or the Code of Student Conduct.
16
17

18 **APPENDIX A – SALARY SCHEDULES**
19

20 **OFFICE STAFF**
21

22 **Group S1 - Clerk/Receptionist**

23 School Clerk, Receptionist, Attendance Clerk, Copy Machine Operator, Production Clerk, Switchboard Operator, Sec-
24 retary/Bookkeeper Assistant.
25

26 **Group S2 - General Secretary**

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

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

30 Secretary to Principal or Director, Central Office Non-Degreed Accountant, High School Bookkeeper.
31

32 **Group S4 - Technical**

33 Central Office Degreed Accountant (Bachelor's Degree in Accounting)
34

35 **REQUIRED QUALIFICATIONS:**

36 All secretarial staff shall be tested prior to employment or transfer to such position, must be able to demonstrate profi-
37 ciency in secretarial skills, and meet the following minimum typing requirements:
38

39 **S1 20 net words per minute**

40 **S2 50 net words per minute**

41 **S3 60 net words per minute**
42

43 All bookkeepers and accountants shall be tested prior to employment or transfer to such position and shall pass the
44 bookkeeping test with the following minimum scores.
45

46 **Elementary School Bookkeeper or Secretary/Bookkeeper 80%**

47 **Middle School Bookkeeper or Small Account Department Bookkeeper 85%**

48 **High School Bookkeeper or Accountant or Large Account Department Bookkeeper or Accountant 90%**
49

50 To qualify for placement on the "large account" salary lane a departmental bookkeeper must have primary responsibility
51 for the reconciliation and analysis for at least one of the following: Internal Account valued at over one million dollars;
52 District Grants valued at over ten million dollars; Purchase Orders valued at over four million dollars; and/or a Fixed
53 Asset Inventory valued at over 25 million dollars. Only one Bookkeeper per cost center may be placed on the "Large
54 Account" salary lane for each account except as approved by the parties.
55

1 **PARA / AIDE**

2
3 **Group A1 – Monitors**

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

7
8 **Group A2 – Teacher Assistants**

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

12
13 **Group A3 – Paraprofessional**

14 Generally work independently, under the indirect supervision of a certified staff member. Perform specialized tasks
15 that may require special skills and licensure. The Paraprofessional is in contact with students 90% of the time. In-
16 cluded are Physical Education aides, COTA's, aides who interpret for the deaf, ESOL aides, Title I aides*, preschool
17 and child care aides and other aides holding positions requiring CDA licensure. All A3 positions will require that the
18 person holding that position possess either an AA degree or its equivalent (60 undergraduate semester hours in an ac-
19 credited college or university), CDA certification, or a state approved CDA waiver. This requirement will be waived
20 in the case of those positions requiring those special skills enumerated on the new salary schedule. Formerly grandfa-
21 thered A3 aides who have not completed an AA degree or its equivalent will continue to be grandfathered for purposes
22 of determining an employee's qualifications for an A3 position.

23 *Those aides identified under the Federal NCLB Act of 2001 as being required to meet those training standards set
24 forth within that Act. Title I aides serving in these positions will only be eligible for A3 status upon successful com-
25 pletion of the required training components.

26 Implementation:

27
28 Work year:

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

30 Groups A2 and A3 - 190 days + 6 holidays = 196 days. For those employees hired after June 30, 2012, the normal work
31 year will be 186 days (180 days + 6 holidays).

32
33 All A2 or A3 aide positions will be either four hours or seven and one half hours daily. No fractional units other than
34 four hours daily will be allowed.

35
36 The parties agree to study issues relating to the work year and salary lane placement of all aides during the 2012-13
37 school year and address these issues in bargaining for the 2013-14 school year.

38
39 **MANAGEMENT INFORMATION SERVICES**

40
41 **Group MIS 1 - Data Entry**

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

43
44 **Group MIS 2 - Technical Support**

45 Main Frame Computer Operators and Software Support.

46 Computer Assisted Design Technician.

47
48 **Group MIS 3 - Technical Support Specialist**

49 Supervisors of Technical Support Personnel.

50
51 **Group MIS 4 - Programmers**

52 Computer Programmers.

53 Computer Network Manager.

54
55 **CUSTODIAL**

1 **Group CS1 - Custodial**
 2 Included in this schedule are day shift custodians.
 3
 4 This is also the base schedule from which all other custodial pay schedules are derived according to the following
 5 formulae:
 6
 7 Second Shift (beginning after 12:00 noon) - CS1+5%
 8 Third Shift (beginning after 10:00 pm) - CS1+10%
 9
 10 Head Custodian of Smaller Schools (less than 8 custodians as per DOE five factor formula recommendation) - CS1+15%
 11
 12 Head Custodian of Large School (8 or more custodians as per DOE five factor formula recommendation) - CS1+30%
 13
 14 Senior Head Custodian - CS1+35%
 15
 16 (Second and Third Shift differentials are added to Head Custodian and Senior Head Custodian formulas.)
 17 Late Shift Lead Custodians: An additional \$10 per month paid to late shift lead custodians.
 18
 19 Each employee will be credited with a uniform allowance equal to the value of five uniforms per year. The employees
 20 may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their
 21 credited allowance.

22
 23 **MAINTENANCE**
 24

25 Lead Man - Appropriate schedule + 10%
 26

27 **Implementation:**
 28

29 1. Tool Allowance:
 30

31 The various tool allowances will be paid as compensation once annually to maintenance employees certified
 32 as eligible by the appropriate Director as follows:
 33

34	Trades Helper	\$400
35	Grounds Person	\$400
36	Grounds Helper	\$400
37	Painter	\$400
38	HVAC Maintenance Mechanic	\$400
39	Utility Maintenance	\$400
40	Equipment Mechanic	\$400
41	Small Appliance Repair	\$400
42	Food Service Repair	\$400
43	Lock and Key Tech	\$400
44	Cabinet Maker	\$400
45	HVAC Mechanic	\$400
46	Plumber	\$400
47	Electrician	\$400
48	Carpenter	\$400
49	Multi-trade Lead	\$400
50	Mechanic (Transportation)	\$400
51	Mechanic Helper (Transportation)	\$400
52	Pain and body Tech (Transportation)	\$400
53	Upholsterer	\$400

54
 55 2. Uniforms:

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

4
5 **FOOD SERVICE**

6
7 **Group FS1 - Food Service Assistant I (Food Service Worker)**

8
9 **Group FS2 - Food Service Specialist (grandfathered employees only)**

10
11 **Group FS3 - Food Service Assistant II (Main Dish Cook)**

12
13 **Food Service Manager Intern - FS3 schedule + 7%**

14
15 **Food Service Manager -** 0 - 400 meals - FS3 schedule + 30%
16 401 - 800 meals - FS3 schedule + 35%
17 More than 800 meals - FS3 schedule + 42%
18

19 **Implementation:**

- 20
21 1. An employee who advances from one lane to another shall retain his/her step placement.
22
23 2. Employees will receive their normal hourly rate (or one and a half time their normal hourly rate in the case of
24 overtime) for food catering.
25
26 3. Each employee will be credited with a \$135 uniform allowance per year. Employees may purchase apparel as
27 needed from a designated vendor utilizing their uniform allowance. Any items purchased with the clothing
28 allowance must be part of the FNS uniform.
29

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

- 31
32 1. All employees paid on the FS2, FS3, or FS4 pay lane as of the implementation date of this Agreement will
33 remain on their former step and will move to the new FS1, FS2, or FS3 pay lane, respectively.
34
35 2. Employees paid on the FS1 pay lane at the time of implementation of this Agreement will be placed on a step
36 of the new FS1 pay lane so as to guarantee that employee the following minimum raise:
37

<u>Date of Hire</u>	<u>Minimum</u>
38 7/1/96 to present	10%
39 7/1/94 to 6/30/96	12%
40 7/1/92 to 6/30/94	14%
41 7/1/90 to 6/30/92	16%
42 7/1/88 to 6/30/90	18%
43 7/1/86 to 6/30/88	20%

- 44
45
46 3. All salary increases will be retroactive to July 1, 1998 (not including any summer school employment). There
47 will be no retroactivity for former employees, who are no longer employed as of the implementation date of
48 this Agreement. In addition, there will be no retroactivity on the longevity and bonus payments for the 1998-
49 99 school year.
50
51 4. The parties agree that this Agreement represents a full and complete settlement of any claims for back pay for
52 employees paid on the former FS1 pay lane for a period longer than their probationary period.
53

54 **Salary Supplements**

1 1. Employees receiving grandfathered salary supplements due to completion or partial completion of the Oregon
2 Series will continue to receive such grandfathered payments.

3
4 2. Employees will receive an annual salary supplement of \$750 for completion of an Associate's Degree in Food
5 Service Management or Business Management.

6
7 Employees will receive an annual supplement of \$1,500 for a Bachelor's Degree in Management or Food Service related
8 programs.

9
10 **TRANSPORTATION**

11
12 **Group SSP3 - School Bus Attendants**

13
14 **Group SSP5 - School Bus Drivers**

15
16 **Implementation:**

- 17
18 1. Work year:
19 August through close of school for Drivers: 180 days plus 6 holidays, plus one week of safety school.
20
21 2. Working hours:
22 20 hours minimum per week for bus drivers and attendants of regular routes.
23
24 3. Health examinations are required at the beginning of employment; annually thereafter.
25
26 4. A Commercial Driver's License (CDL) is required of all bus drivers at the beginning of employment, to be
27 reimbursed by the School Board after three months of continuous employment.
28
29 5. Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The
30 employees may purchase apparel as needed from a designated vendor at no cost to the employee unless pur-
31 chases exceed their credited allowance.
32

33 **SPECIALIST**

34
35 **Group SPEC1**

36
37 Positions requiring RN degree and other Technical/Professional Personnel

38
39 **Group SPEC2**

SALARY SCHEDULE CATEGORIES:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

School Board Approved: June 17, 2014

2014-15 Classified Salary Schedule - School Support Personnel

Step	SSP1	SSP2	SSP3	SSP4	SSP5	SSP6	SSP7	SSP8	SSP9	SSP10	SSP11	SSP12	SSP13
0	8.34	9.28	10.94	11.63	13.17	13.50	14.09	14.40	15.15	15.91	18.00	20.19	22.18
1	8.45	9.42	11.10	11.81	13.34	13.66	14.27	14.60	15.38	16.13	18.27	20.49	22.50
2	8.57	9.55	11.26	11.96	13.55	13.87	14.48	14.80	15.60	16.38	18.53	20.78	22.82
3	8.68	9.69	11.41	12.15	13.74	14.06	14.70	15.02	15.81	16.60	18.78	21.07	23.13
4	8.81	9.81	11.58	12.30	13.92	14.25	14.90	15.24	16.03	16.83	19.04	21.36	23.47
5	8.94	9.96	11.73	12.48	14.12	14.45	15.09	15.44	16.26	17.05	19.32	21.66	23.77
6	9.06	10.08	11.89	12.65	14.32	14.66	15.31	15.65	16.47	17.29	19.58	21.95	24.10
7	9.19	10.22	12.06	12.81	14.48	14.84	15.51	15.85	16.68	17.52	19.82	22.23	24.41
8	9.31	10.34	12.22	12.97	14.69	15.04	15.72	16.07	16.92	17.75	20.08	22.54	24.75
9	9.43	10.48	12.37	13.15	14.88	15.26	15.91	16.28	17.13	17.97	20.35	22.82	25.06
10	9.55	10.62	12.52	13.32	15.06	15.44	16.12	16.46	17.36	18.22	20.61	23.11	25.39
11	9.67	10.75	12.68	13.51	15.27	15.64	16.33	16.68	17.58	18.47	20.86	23.40	25.71
12	9.78	10.89	12.84	13.64	15.46	15.83	16.54	16.88	17.79	18.68	21.13	23.70	26.04
13	9.93	11.03	12.99	13.83	15.64	16.01	16.74	17.09	18.01	18.91	21.40	24.00	26.35
14	10.05	11.17	13.17	13.99	15.83	16.20	16.94	17.30	18.24	19.14	21.66	24.30	26.67
15	10.16	11.30	13.32	14.17	16.03	16.41	17.14	17.52	18.48	19.37	21.91	24.59	26.98
16	10.29	11.43	13.50	14.35	16.22	16.60	17.36	17.71	18.67	19.61	22.18	24.88	27.30
17	10.39	11.57	13.63	14.49	16.40	16.80	17.55	17.93	18.89	19.82	22.45	25.17	27.65
18	10.52	11.70	13.81	14.68	16.59	16.99	17.75	18.14	19.11	20.06	22.69	25.46	27.98
19	10.64	11.84	13.95	14.82	16.79	17.19	17.95	18.34	19.34	20.28	22.96	25.77	28.29
20	10.76	11.96	14.12	15.01	16.96	17.40	18.16	18.56	19.55	20.52	23.22	26.04	28.61
21	10.89	12.12	14.26	15.17	17.17	17.59	18.37	18.77	19.77	20.75	23.49	26.33	28.93
22	11.02	12.24	14.43	15.35	17.36	17.78	18.57	18.97	19.99	20.99	23.74	26.63	29.25
23	11.15	12.37	14.59	15.51	17.54	17.96	18.78	19.18	20.21	21.19	24.00	26.92	29.57
24	11.26	12.50	14.74	15.69	17.73	18.16	18.97	19.40	20.44	21.45	24.26	27.21	29.90
25	11.38	12.64	14.91	15.85	17.93	18.35	19.18	19.61	20.64	21.69	24.53	27.51	30.22
26	11.50	12.77	15.06	16.01	18.10	18.56	19.40	19.81	20.86	21.90	24.78	27.80	30.54
27	11.62	12.91	15.24	16.18	18.32	18.76	19.61	20.01	21.09	22.14	25.04	28.08	30.86
28	11.75	13.05	15.38	16.37	18.51	18.95	19.79	20.22	21.30	22.37	25.30	28.38	31.18
29	11.87	13.19	15.54	16.55	18.67	19.12	19.99	20.44	21.52	22.63	25.56	28.69	31.52

SALARY SCHEDULE CATEGORIES:

SSP-1	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.
SSP-2	Food Service Assistant I, Food Service Specialist*, Food Service Assistant II*, Food Service Manager Intern*, Food Service Manager*. <i>*See the detailed SSP-2 Food Service Salary Lanes with Various Categories of Food Service Workers salary sheet.</i>
SSP-3	Teacher Assistants (The teacher assistant and media assistant are under the direct supervision of the teacher and do not routinely operate independently), School Bus Attendants.
SSP-4	Clinic Aides (Specialized Training Required), ESE Autistic Aides (Specialized Training Required), Campus Security Monitor, ESE Aides (those who work in classrooms with at least 50% students receiving Level 254 or 255 services, Custodian*, Grounds Helper <i>*See the detailed SSP-4 Custodial Salary Lane with Shift Differentials / Various Classifications salary sheet.</i>
SSP-5	Clerk Receptionist, Attendance Clerk, Switchboard Operator, Secretary Bookkeeper Assistant, Bus Drivers, Bus Washer
SSP-6	Secretary/Bookkeeper II, General Secretary, School and Department Secretary other than Secretary to Director
SSP-7	Para Professional Aides, PE Aides, Media Aides (not under the direct supervision of a Media Specialist), Interpreter (aides who interpret for the deaf), ESOL Aides, Preschool/Childcare Aides, Title 1 Aides.
SSP-8	Grounds Person, Delivery person, Printer, Warehouse person, Mechanic's Helper, Security Monitor, Air Conditioning Filter Changer, Mail Room Clerk, School Registrars, School Data Entry, Media Technician, Trades Helper, Regional Campus Security Monitor
SSP-9	Elementary, Middle School Bookkeepers and Bookkeepers at schools less than 300 students, SCTI and Adult Education Bookkeepers, Small Account Department Bookkeepers, Department Secretary / Bookkeeper, Secretary to Director, Interpreter (with AA/AS degree or 60 semester hours and EIE I certification), Planning Technician.
SSP-10	High School Bookkeepers, Large Account Department Bookkeepers, Multi Grade Level Bookkeepers, Central Office non-degreed accountants, Buyer Assistant, Help Desk - District Data Support Assistant, Utility Maintenance, Small Engine Repair, Equipment/Appliance Repair, Carpenter, Locksmith, Painter, Pest Control Technician, Offset Press Operator, Upholstery Repair, Flooring/Tile, Roofer, COTAs, Licensed Physical Therapy Assistant, Licensed Practical Nurses (LPN), HARV Maintenance Mechanic, Technology Support Professional
SSP-11	Multi-Trade Lead, Computer Operators, Software Support, Computer Assisted Design Technician, Computer Equipment Repair Technician, Electrician, H.A.R.V. Technician, Plumber, ASE Certified Mechanic, Food Service Equipment Repair, Cabinet Maker, Inventory Control Technician, Cataloger, Map Net Tech Support, Telephone Technician, Signal System Technician, Security Technician, Security System Foremen, Parts Manager, A.V. Technician, ITFS Technician, Mechanic Leadperson, Paint Body Transportation Department, Grandfathered Locksmith Facilities Services, Interpreter (with AA/AS degree or 60 hours and EIE II certification.)
SSP-12	Athletic Trainers, Specialist in the areas of Warehouse, Buyers, Certification, Health & Safety, Retirement, Personnel, ITFS, Benefits, Finance, Purchasing Services, Signal Systems, Adult Education, Plan Room, Records Retention, Operations, or Internal Accounts, District Data Support Coordinator, Administrative Computer Software Specialist, Supervisor of MIS located at SCTI, Computer Network Specialist, Instructional Television Program Specialist, ITV Production Specialist, Library Automation Technician, State Reports Coordinator, and a Grandfathered Supervisor Vehicle Service Transportation Department which includes a 9% pay differential, Interpreter (with AA/AS degree or 60 semester hours and EIE III or RID certification.)
SSP-13	Central Office Degreed Accountants, Building Inspectors, Registered Nurses, Computer Programmers, Computer Network Manager, Senior Engineer Telecommunications, Senior Network Engineer, Energy Management & Control, Senior Buyer, Interpreter (with BA in Sign Language & EIE III or RID certification.)

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
2014-2015 SCHOOL YEAR

School Board Approved: June 17, 2014

SSP-4 Custodial Salary Lane with Shift Differentials / Various Classifications

0708 Step	Custodial			Head Cust. - Small Sch			Head Cust.-Large Sch			Head Cust.-Senior		
	Shift			Shift			Shift			Shift		
	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
0	11.63	12.21	12.80	13.38	14.05	14.72	15.12	15.87	16.63	15.70	16.48	17.27
1	11.81	12.39	12.98	13.57	14.25	14.92	15.35	16.11	16.89	15.94	16.73	17.53
2	11.96	12.56	13.16	13.76	14.45	15.13	15.54	16.32	17.10	16.14	16.95	17.75
3	12.15	12.76	13.37	13.96	14.67	15.36	15.79	16.58	17.37	16.40	17.22	18.04
4	12.30	12.92	13.53	14.15	14.86	15.56	15.99	16.78	17.59	16.61	17.43	18.27
5	12.48	13.10	13.73	14.35	15.06	15.78	16.22	17.03	17.84	16.85	17.69	18.53
6	12.65	13.28	13.92	14.55	15.28	16.01	16.45	17.28	18.09	17.08	17.94	18.79
7	12.81	13.45	14.09	14.73	15.46	16.20	16.65	17.49	18.31	17.29	18.16	19.01
8	12.97	13.62	14.27	14.91	15.66	16.40	16.87	17.71	18.55	17.52	18.39	19.27
9	13.15	13.81	14.46	15.12	15.87	16.63	17.09	17.95	18.81	17.75	18.64	19.53
10	13.32	14.00	14.66	15.33	16.09	16.86	17.32	18.19	19.05	17.99	18.89	19.79
11	13.51	14.18	14.86	15.53	16.31	17.08	17.56	18.44	19.31	18.24	19.15	20.07
12	13.64	14.33	15.01	15.69	16.47	17.26	17.73	18.62	19.51	18.41	19.33	20.25
13	13.83	14.52	15.21	15.91	16.70	17.50	17.98	18.88	19.78	18.67	19.60	20.54
14	13.99	14.69	15.38	16.08	16.89	17.69	18.18	19.09	19.99	18.88	19.82	20.77
15	14.17	14.88	15.59	16.30	17.11	17.93	18.42	19.34	20.26	19.13	20.09	21.04
16	14.35	15.06	15.78	16.49	17.32	18.15	18.65	19.58	20.52	19.36	20.33	21.31
17	14.49	15.21	15.94	16.66	17.50	18.32	18.84	19.78	20.72	19.56	20.54	21.51
18	14.68	15.41	16.14	16.88	17.72	18.56	19.08	20.03	20.99	19.81	20.80	21.79
19	14.82	15.56	16.31	17.04	17.90	18.74	19.27	20.23	21.20	20.00	21.01	22.01
20	15.01	15.76	16.50	17.26	18.13	18.98	19.51	20.48	21.46	20.26	21.27	22.29
21	15.17	15.93	16.69	17.44	18.31	19.19	19.73	20.72	21.70	20.48	21.50	22.52
22	15.35	16.11	16.89	17.65	18.53	19.42	19.95	20.95	21.95	20.72	21.75	22.79
23	15.51	16.29	17.06	17.84	18.72	19.62	20.17	21.18	22.18	20.94	21.99	23.04
24	15.69	16.47	17.26	18.04	18.94	19.85	20.40	21.42	22.44	21.18	22.25	23.30
25	15.85	16.65	17.44	18.23	19.14	20.06	20.61	21.65	22.68	21.40	22.47	23.54
26	16.01	16.81	17.61	18.41	19.33	20.25	20.81	21.85	22.90	21.62	22.70	23.77
27	16.18	16.99	17.81	18.61	19.54	20.47	21.04	22.09	23.14	21.84	22.94	24.03
28	16.37	17.19	18.01	18.83	19.77	20.71	21.28	22.35	23.41	22.10	23.21	24.31
29	16.55	17.37	18.20	19.02	19.97	20.92	21.51	22.59	23.66	22.34	23.45	24.57

THE SCHOOL BOARD OF SARASOTA COUNTY, FL
2014-2015 Classified Salary Schedule - School Support Personnel
 School Board Approved: June 17, 2014

SSP-2 Food Service Salary Lanes with Various Categories of Food Service Workers

0708 Step	Food Service Ass't I/II			Manager				
	Ass't I	GrandF	Ass't II	Intern	To 400	To 800	To 1200	1200+
0	9.28	9.97	10.99	11.75	14.28	14.83	15.61	16.68
1	9.42	10.11	11.15	11.93	14.49	15.05	15.82	16.93
2	9.55	10.27	11.30	12.10	14.69	15.26	16.04	17.15
3	9.69	10.39	11.46	12.26	14.89	15.46	16.27	17.42
4	9.81	10.54	11.61	12.43	15.09	15.67	16.48	17.65
5	9.96	10.70	11.78	12.60	15.31	15.90	16.72	17.90
6	10.08	10.83	11.92	12.76	15.49	16.09	16.93	18.13
7	10.22	10.99	12.11	12.95	15.74	16.34	17.19	18.37
8	10.34	11.13	12.25	13.11	15.93	16.54	17.39	18.60
9	10.48	11.27	12.43	13.29	16.15	16.77	17.64	18.87
10	10.62	11.41	12.56	13.44	16.33	16.96	17.84	19.10
11	10.75	11.56	12.74	13.62	16.56	17.20	18.08	19.35
12	10.89	11.69	12.89	13.79	16.75	17.40	18.30	19.60
13	11.03	11.85	13.06	13.96	16.97	17.62	18.54	19.82
14	11.17	11.98	13.22	14.15	17.19	17.85	18.78	20.07
15	11.30	12.14	13.37	14.31	17.37	18.04	18.97	20.30
16	11.43	12.27	13.54	14.49	17.60	18.28	19.23	20.55
17	11.57	12.44	13.69	14.65	17.79	18.48	19.44	20.80
18	11.70	12.56	13.85	14.82	18.00	18.69	19.66	21.06
19	11.84	12.73	14.00	14.98	18.20	18.89	19.87	21.27
20	11.96	12.85	14.18	15.17	18.44	19.15	20.14	21.53
21	12.12	12.99	14.34	15.34	18.63	19.35	20.36	21.76
22	12.24	13.15	14.47	15.48	18.81	19.53	20.54	21.99
23	12.37	13.30	14.65	15.67	19.03	19.77	20.80	22.23
24	12.50	13.42	14.79	15.82	19.23	19.96	21.00	22.48
25	12.64	13.58	14.96	16.00	19.44	20.19	21.23	22.73
26	12.77	13.72	15.10	16.15	19.63	20.39	21.44	22.96
27	12.91	13.87	15.29	16.36	19.87	20.63	21.71	23.22
28	13.05	14.00	15.44	16.52	20.08	20.84	21.92	23.44
29	13.19	14.16	15.60	16.69	20.27	21.06	22.14	23.70

Note: Effective July 2, 2007, all Instructional and Classified Salary Schedules will be renumbered from the current 1-30 to 0-29, with no employee being paid on Step 0. Step 0 will be used for computation of longevity only.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
2014-2015 Classified Salary Schedule - School Support Personnel
 School Board Approved: June 17, 2014

SSP-8 Salary Lanes with Shift Differentials and Lead Man Differentials

Step	Shift			1st Shift / # of Employees			2nd Shift / # of Employees			3rd Shift / # of Employees		
	1st	2nd	3rd	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
0	14.40	15.12	15.83	15.83	16.12	16.41	16.63	16.93	17.23	17.41	17.73	18.05
1	14.60	15.34	16.06	16.06	16.36	16.65	16.87	17.18	17.49	17.67	17.99	18.31
2	14.80	15.54	16.28	16.28	16.58	16.88	17.09	17.40	17.72	17.91	18.24	18.56
3	15.02	15.77	16.51	16.51	16.81	17.12	17.34	17.65	17.98	18.17	18.50	18.84
4	15.24	16.01	16.77	16.77	17.07	17.38	17.61	17.93	18.25	18.45	18.78	19.12
5	15.44	16.22	16.99	16.99	17.29	17.60	17.84	18.16	18.48	18.69	19.01	19.35
6	15.65	16.43	17.22	17.22	17.53	17.84	18.07	18.40	18.72	18.94	19.28	19.62
7	15.85	16.65	17.44	17.44	17.75	18.07	18.31	18.64	18.98	19.19	19.53	19.88
8	16.07	16.88	17.68	17.68	18.00	18.32	18.57	18.90	19.24	19.45	19.80	20.15
9	16.28	17.09	17.91	17.91	18.23	18.56	18.81	19.14	19.49	19.69	20.06	20.42
10	16.46	17.29	18.10	18.10	18.44	18.77	19.01	19.35	19.71	19.91	20.28	20.64
11	16.68	17.52	18.35	18.35	18.68	19.01	19.27	19.61	19.96	20.19	20.55	20.91
12	16.88	17.72	18.56	18.56	18.90	19.24	19.49	19.85	20.20	20.42	20.79	21.16
13	17.09	17.95	18.81	18.81	19.15	19.49	19.75	20.11	20.46	20.69	21.06	21.44
14	17.30	18.17	19.03	19.03	19.37	19.73	19.98	20.35	20.72	20.93	21.32	21.70
15	17.52	18.39	19.27	19.27	19.62	19.96	20.23	20.60	20.96	21.20	21.58	21.96
16	17.71	18.60	19.49	19.49	19.84	20.19	20.46	20.83	21.20	21.44	21.82	22.21
17	17.93	18.83	19.73	19.73	20.08	20.44	20.72	21.08	21.46	21.70	22.08	22.48
18	18.14	19.04	19.95	19.95	20.31	20.68	20.95	21.33	21.71	21.95	22.35	22.74
19	18.34	19.26	20.18	20.18	20.54	20.91	21.19	21.56	21.96	22.19	22.60	23.01
20	18.56	19.49	20.42	20.42	20.79	21.16	21.44	21.83	22.21	22.46	22.86	23.28
21	18.77	19.71	20.64	20.64	21.02	21.39	21.68	22.07	22.46	22.71	23.12	23.53
22	18.97	19.92	20.87	20.87	21.24	21.63	21.91	22.31	22.71	22.96	23.37	23.78
23	19.18	20.14	21.10	21.10	21.48	21.86	22.15	22.55	22.96	23.21	23.63	24.05
24	19.40	20.37	21.34	21.34	21.72	22.11	22.40	22.80	23.22	23.47	23.89	24.32
25	19.61	20.59	21.57	21.57	21.97	22.36	22.65	23.06	23.47	23.73	24.17	24.60
26	19.81	20.80	21.79	21.79	22.18	22.59	22.89	23.29	23.71	23.97	24.40	24.85
27	20.01	21.02	22.02	22.02	22.42	22.81	23.12	23.55	23.95	24.22	24.66	25.09
28	20.22	21.23	22.25	22.25	22.65	23.05	23.36	23.78	24.21	24.46	24.91	25.35
29	20.44	21.46	22.48	22.48	22.89	23.30	23.61	24.03	24.46	24.73	25.18	25.63

Note: Effective July 2, 2007, all Instructional and Classified Salary Schedules will be renumbered from the current 1-30 to 0-29, with no employee being paid on Step 0. Step 0 will be used for computation of longevity only.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
2014-2015 Classified Salary Schedule - School Support Personnel
 School Board Approved: June 17, 2014

SSP-10 Salary Lanes with Shift Differentials and Lead Man Differentials

Step	Shift			Lead Man								
	1st	2nd	3rd	1st Shift # of Employees			2nd Shift # of Employees			3rd Shift # of Employees		
				1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
0	15.91	16.70	17.51	17.50	17.82	18.14	18.37	18.70	19.04	19.24	19.60	19.95
1	16.13	16.94	17.75	17.74	18.06	18.39	18.63	18.96	19.31	19.52	19.87	20.23
2	16.38	17.20	18.01	18.02	18.34	18.67	18.92	19.26	19.60	19.83	20.18	20.54
3	16.60	17.42	18.26	18.26	18.59	18.92	19.17	19.52	19.87	20.09	20.45	20.81
4	16.83	17.68	18.49	18.52	18.86	19.19	19.45	19.80	20.15	20.37	20.75	21.11
5	17.05	17.91	18.77	18.76	19.10	19.44	19.69	20.05	20.41	20.63	21.01	21.38
6	17.29	18.16	19.01	19.01	19.36	19.71	19.96	20.33	20.69	20.91	21.31	21.68
7	17.52	18.39	19.26	19.27	19.62	19.96	20.23	20.60	20.96	21.20	21.58	21.96
8	17.75	18.64	19.53	19.53	19.88	20.24	20.51	20.87	21.25	21.48	21.87	22.27
9	17.97	18.87	19.77	19.77	20.13	20.49	20.76	21.13	21.51	21.74	22.14	22.53
10	18.22	19.13	20.05	20.04	20.41	20.77	21.04	21.43	21.81	22.04	22.45	22.84
11	18.47	19.39	20.30	20.31	20.69	21.05	21.33	21.72	22.10	22.35	22.75	23.15
12	18.68	19.61	20.55	20.55	20.92	21.30	21.58	21.97	22.36	22.61	23.02	23.42
13	18.91	19.86	20.80	20.80	21.18	21.55	21.84	22.25	22.63	22.87	23.30	23.71
14	19.14	20.10	21.06	21.05	21.43	21.81	22.10	22.50	22.91	23.15	23.58	23.99
15	19.37	20.35	21.31	21.32	21.70	22.09	22.38	22.78	23.19	23.44	23.87	24.30
16	19.61	20.59	21.57	21.57	21.97	22.36	22.65	23.06	23.47	23.73	24.17	24.60
17	19.82	20.81	21.80	21.80	22.19	22.60	22.90	23.30	23.72	23.98	24.41	24.86
18	20.06	21.06	22.06	22.06	22.46	22.86	23.16	23.59	24.01	24.27	24.71	25.15
19	20.28	21.30	22.32	22.31	22.72	23.12	23.42	23.86	24.28	24.54	24.99	25.44
20	20.52	21.54	22.58	22.58	22.98	23.39	23.70	24.12	24.56	24.84	25.28	25.73
21	20.75	21.78	22.82	22.82	23.24	23.65	23.97	24.40	24.84	25.11	25.56	26.01
22	20.99	22.04	23.08	23.08	23.50	23.92	24.24	24.68	25.12	25.39	25.86	26.31
23	21.19	22.26	23.31	23.31	23.73	24.16	24.48	24.92	25.36	25.64	26.11	26.57
24	21.45	22.52	23.60	23.60	24.02	24.45	24.77	25.22	25.67	25.96	26.43	26.90
25	21.69	22.77	23.86	23.86	24.29	24.72	25.05	25.51	25.96	26.24	26.72	27.19
26	21.90	23.00	24.09	24.09	24.54	24.97	25.30	25.77	26.22	26.50	26.99	27.47
27	22.14	23.25	24.35	24.35	24.80	25.24	25.57	26.03	26.50	26.79	27.27	27.76
28	22.37	23.48	24.62	24.61	25.05	25.50	25.84	26.30	26.77	27.07	27.56	28.05
29	22.63	23.76	24.89	24.89	25.34	25.80	26.14	26.61	27.09	27.38	27.87	28.38

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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
2014-2015 Classified Salary Schedule - School Support Personnel
 School Board Approved: June 17, 2014

SSP-11 Salary Lanes with Shift Differentials and Lead Man Differentials

Step	Shift		
	1st	2nd	3rd
0	18.00	18.90	19.81
1	18.27	19.18	20.09
2	18.53	19.46	20.39
3	18.78	19.72	20.65
4	19.04	19.99	20.95
5	19.32	20.29	21.24
6	19.58	20.56	21.54
7	19.82	20.81	21.80
8	20.08	21.08	22.09
9	20.35	21.37	22.37
10	20.61	21.65	22.68
11	20.86	21.90	22.95
12	21.13	22.18	23.25
13	21.40	22.47	23.54
14	21.66	22.74	23.82
15	21.91	23.01	24.10
16	22.18	23.29	24.40
17	22.45	23.58	24.69
18	22.69	23.82	24.96
19	22.96	24.10	25.25
20	23.22	24.37	25.54
21	23.49	24.67	25.84
22	23.74	24.93	26.12
23	24.00	25.20	26.40
24	24.26	25.47	26.70
25	24.53	25.76	26.97
26	24.78	26.02	27.26
27	25.04	26.29	27.54
28	25.30	26.57	27.84
29	25.56	26.84	28.11

Lead Man								
1 st Shift			2 nd Shift			3 rd Shift		
# of Employees			# of Employees			# of Employees		
1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
19.80	20.16	20.52	20.79	21.17	21.54	21.78	22.17	22.58
20.10	20.46	20.83	21.10	21.48	21.87	22.11	22.50	22.92
20.38	20.75	21.12	21.40	21.78	22.17	22.41	22.82	23.24
20.65	21.03	21.41	21.69	22.08	22.48	22.72	23.13	23.55
20.94	21.33	21.71	21.99	22.39	22.79	23.04	23.46	23.88
21.25	21.65	22.03	22.32	22.73	23.13	23.38	23.81	24.23
21.54	21.94	22.32	22.62	23.03	23.43	23.70	24.12	24.55
21.80	22.19	22.60	22.90	23.30	23.72	23.98	24.41	24.86
22.08	22.48	22.89	23.18	23.61	24.03	24.29	24.73	25.18
22.38	22.78	23.19	23.49	23.92	24.35	24.62	25.06	25.52
22.68	23.09	23.49	23.81	24.25	24.67	24.95	25.40	25.85
22.95	23.36	23.78	24.09	24.53	24.97	25.24	25.69	26.16
23.25	23.67	24.08	24.41	24.86	25.29	25.57	26.03	26.49
23.54	23.97	24.39	24.71	25.17	25.61	25.89	26.36	26.83
23.82	24.26	24.69	25.01	25.47	25.93	26.21	26.68	27.16
24.10	24.55	24.98	25.31	25.78	26.23	26.51	27.00	27.48
24.40	24.85	25.29	25.62	26.09	26.55	26.84	27.34	27.82
24.69	25.15	25.59	25.93	26.41	26.87	27.16	27.67	28.15
24.96	25.41	25.87	26.21	26.68	27.16	27.46	27.95	28.46
25.25	25.71	26.17	26.51	27.00	27.48	27.78	28.29	28.78
25.54	26.00	26.47	26.82	27.30	27.79	28.09	28.61	29.11
25.85	26.31	26.79	27.14	27.62	28.13	28.43	28.95	29.46
26.12	26.59	27.07	27.42	27.92	28.42	28.73	29.26	29.77
26.40	26.88	27.36	27.72	28.22	28.72	29.04	29.57	30.09
26.68	27.17	27.66	28.02	28.53	29.04	29.35	29.89	30.42
26.98	27.47	27.97	28.34	28.84	29.36	29.68	30.22	30.76
27.26	27.76	28.25	28.63	29.14	29.67	29.99	30.54	31.08
27.55	28.05	28.55	28.93	29.45	29.98	30.31	30.86	31.41
27.83	28.34	28.84	29.22	29.75	30.29	30.62	31.17	31.72
28.12	28.63	29.14	29.52	30.06	30.60	30.93	31.49	32.05

Note: Effective July 2, 2007, all Instructional and Classified Salary Schedules will be renumbered from the current 1-30 to 0-29, with no employee being paid on Step 0. Step 0 will be used for computation of longevity only.

1 **Longevity Schedule**
2

Longevity Salary Groupings	PERCENTAGE OF BASE
10 TO 12 YEARS	3%
13 TO 15 YEARS	6%
16 TO 18 YEARS	9%
19 TO 21 YEARS	12%
22 TO 24 YEARS	15%
25 TO 27 YEARS	18%
28+ YEARS	21%

3
4 Longevity is computed by multiplying that percentage shown above by the Step 0 amount in any given salary lane.
5

6 **Longevity Implementation:**
7

- 8 A. Longevity payments are available to only those employees with an effective date of hire prior to July 1, 2011.
9
10 B. Employees receiving longevity payments under the former classified longevity payment system will continue to
11 have the dollar value of the payment frozen until such time as the payment would be greater under the new system.
12 No employee will receive a decrease in his/her longevity payment due to the implementation of these procedures.
13
14 C. Longevity payments will be based upon total time of employment as an appointed employee (except as modified
15 below) with the School Board of Sarasota County as a member of either the classified or instructional bargaining
16 units. In cases where service has been broken, there will be no recapture of service for the purpose of longevity
17 payments. This provision does not apply to employees who switch bargaining units and remain in continuous
18 employment with the Board. Employees previously given recapture credit will be allowed to retain that credit.
19
20 D. For purposes of determining the length of continuous service for longevity purposes, an employee must have
21 worked in an active duty capacity, one day more than one-half of the normal work year. Multiple partial years of
22 service may not be combined. Active service is defined to include time on duty plus any time the employee is on
23 any form of paid leave or Worker’s Compensation leave.
24
25 E. Longevity payments are calculated by multiplying the appropriate percentage of base multiplier by the Step 0
26 amount of the employee’s present salary lane. The longevity salary schedules are found in Appendix A of the
27 respective agreements.
28
29 D. On July 1st of any given school year, each eligible employee will be placed into the appropriate longevity salary
30 grouping as follows:
31

YEARS OF SERVICE COMPLETED* AS OF June 30 th	LONGEVITY SALARY GROUPING AS OF JULY 1 ST
9	10 to 12 Years
12	13 to 15 Years
15	16 to 18 Years
18	19 to 21 Years
21	22 to 24 Years
24	25 to 27 Years
27+	28+ Years

*As defined in “d” above.

- 32
33
34 G. Less than full-time employees during the year of the payment will receive the appropriate longevity payment pro-
35 ration.

- 1 H. Longevity payments will be divided by 24 and added to each paycheck effective with the 2012-13 school year.
2 Should an employee separate from employment or be in a non-paid status during the school year, s/he will not be
3 entitled to any further longevity payments until such time as s/he returns to duty in an active paid status.
4
- 5 I. Longevity payments will be made in December of each year. This section will be deleted effective July 1, 2012.
6
- 7 J. Longevity payments will be taxed as regular earnings and will be considered as salary for purposes of the Florida
8 Retirement System.
9
- 10 K. Longevity payments will be based upon a normal work year. Summer school service and extra duty days will not
11 apply in that calculation.
12
- 13 L. The longevity payments for bus drivers and bus attendants will be based upon each individual employee's bid
14 route time as of December 1st in any given year.
15
- 16 M. "Frozen" employees will receive the appropriate yearly progression for purposes of determining their lon-
17 gevity payment. Specifically, their "frozen" status will not apply when determining their appropriate lon-
18 gevity payment
19
20

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

22

23 A. CAREER LADDER PROGRAM

24

25 The Food and Nutrition Services Career Ladder Program appears in its entirety, below. The Career Ladder Pro-
26 gram is intended to provide an upward mobility career ladder for all Food and Nutrition Services employees.
27 Vacancies in positions shall only be filled with those employees who have successfully completed the Career
28 Ladder Program as specified below. (See Promotion Criteria)
29

30 B. IMPLEMENTATION

31

- 32 1. Classes will be filled with employees on the basis of system-wide seniority. The Board agrees to offer at least
33 two Career Ladder courses each school year (on a rotating basis). In addition, the Board will offer the Foun-
34 dations of School Food Service and Equipment Use and Care courses at least once each school year and upon
35 sufficient demand (15 or more students).
36
- 37 2. Employees may not "test out" or use outside experience in lieu of taking the prescribed course work as out-
38 lined above.
39

40 C. SALARIES

41

42 Any employees classified as assistant managers at the time of the original implementation date of this Appendix
43 will be permanently grandfathered in that salary classification and will be the employees offered the first oppor-
44 tunity to enroll in any subsequent Manager Intern Program.
45

46 D. FOOD AND NUTRITION SERVICES JOB DESCRIPTIONS

47

- 48 1. Food Service Assistant I
49
 - 50 a. Prepares all food items as directed.
 - 51 b. Performs serving tasks as assigned.
 - 52 c. Performs cleaning and sanitation tasks as assigned.
 - 53
 - 54
 - 55

- 1 d. Performs storage and inventory tasks as assigned.
- 2
- 3 e. Performs cash collection tasks as assigned.
- 4
- 5 f. Operates food service equipment in accordance with appropriate procedures.
- 6
- 7 g. Encourages and supports student and staff participation in the Food and Nutrition Services Program.
- 8
- 9 h. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by
- 10 the situation.
- 11
- 12 2. Food Service Assistant II:
- 13
- 14 a. Prepares the main entrees and other food items, and monitors the preparation of other food items as
- 15 assigned, following standardized recipes.
- 16
- 17 b. Performs serving tasks as assigned.
- 18
- 19 c. Plans for food needs for following day, and assembles products as required.
- 20
- 21 d. Performs cash collection tasks as assigned.
- 22
- 23 e. Reports daily food amounts utilized.
- 24
- 25 f. Inspects and assists in proper food storage of food and supplies.
- 26
- 27 g. Assists with record keeping and inventory tasks.
- 28
- 29 h. Operates food service equipment in accordance with appropriate procedures, and assists in training
- 30 of less experienced or qualified personnel regarding equipment use.
- 31
- 32 i. Assists in training of less experienced or qualified personnel regarding food preparation.
- 33
- 34 j. Assists management in building in maintaining a high level of productivity and efficiency in the kitchen.
- 35
- 36 k. Maintains effective operation of the kitchen in the temporary absence of the Manager.
- 37
- 38 l. Encourages and supports student and staff participation in the School Food and Nutrition Services Pro-
- 39 gram.
- 40
- 41 m. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by
- 42 situation.
- 43
- 44 3. Manager Intern:
- 45
- 46 a. Prepares for position of Manager and performs all related duties by completing requirements of the
- 47 Manager Intern program. (See Item V: Food and Nutrition Services Job Qualifications.)
- 48
- 49 b. Assists the Food and Nutrition Services Manager in the daily operation of the School Lunch Program
- 50 consistent with Federal, State and County regulations.
- 51
- 52 c. Directs and assists the cafeteria personnel as prescribed by the Manager, and consistent with the negoti-
- 53 ated agreement in the following areas:
- 54
- 55 (1) Preparation

- 1 (2) Serving
- 2
- 3 (3) Cash collection
- 4
- 5 (4) General housekeeping
- 6
- 7 (5) Sanitation and cleanliness
- 8
- 9 d. Assists Manager in record keeping, preparation of work schedules, and implementation of central menu.
- 10
- 11 e. Assists in on-the-job training of new employees.
- 12
- 13 f. Assists in receiving of goods and supplies.
- 14
- 15 g. Follows FIFO (First In, First Out) concept of inventory rotation, management and control.
- 16
- 17 h. Assists in record keeping.
- 18
- 19 i. Maintains reports and invoices.
- 20
- 21 j. Assists in ordering food and supplies.
- 22
- 23 k. Shall learn all aspects of the school's food service operation to ensure that a high level of productivity
- 24 and service is accomplished in an efficient and cost-effective manner
- 25
- 26 l. Serves as a proponent of Food and Nutrition Services in his/her school to encourage student and staff
- 27 participation in the Food and Nutrition Services Program.
- 28
- 29 m. Performs other duties as assigned by the Manager or as dictated by the situation.
- 30
- 31 n. Rotates among schools to gain experiences as requested by Director of Food and Nutrition Services.
- 32
- 33 4. Food Service Manager
- 34
- 35 a. Supervises and organizes a Food and Nutrition Services Program within a school center(s).
- 36
- 37 b. Directs the on-the-job training program at his/her work site.
- 38
- 39 c. Orders supplies and food stocks needed to comply with the bids and centralized menu; checks in deliv-
- 40 eries; approves invoices for payment; directs proper storage and inventories for all supplies and food
- 41 stocks received.
- 42
- 43 d. Manages, orients, and provides objective feedback for employees in the general performance of their
- 44 duties.
- 45
- 46 e. Develops a work schedule for all cafeteria personnel.
- 47
- 48 f. Compiles reports as required for the operation of the program and are responsible for cash receipts and
- 49 accounting for receipts, including free and reduced price meals.
- 50
- 51 g. Utilizes cost control procedures to avoid unwarranted operating costs and stays within budget restraints.
- 52
- 53 h. Follows cash collection procedures and deposits money as required by School Board policy.
- 54
- 54 i. Maintains a safe and orderly work environment.

- 1 j. Submits requisitions for repair and maintenance of equipment when necessary. Recommends purchase
2 of new equipment or replacement of equipment
3
- 4 k. Manages all aspects of the school's food service operation to ensure that a high level of productivity and
5 service of food is accomplished in efficient and cost-effective manner.
6
- 7 l. Works with the Director of Food and Nutrition Services and/or designee to build and maintain an effi-
8 cient food service program.
9
- 10 m. Cooperates with the school principal and other departments to provide optimal food services at the school
11 and to further the food service program as an educational asset to the school program.
12
- 13 n. Serves as a proponent of Food and Nutrition Services and their school to encourage student and staff
14 participation in the Food and Nutrition Services program.
15
- 16 o. Promotes good public relations and nutrition education at the school center.
17
- 18 p. Performs other duties as assigned by the Director and/or designee, or as dictated by the situation.
19

20 E. FOOD SERVICE JOB QUALIFICATIONS

- 21 1. Food Service Assistant I
22
 - 23 a. Physical examination.
24
 - 25 b. Fingerprinting.
26
 - 27 c. Chest X-ray or tuberculin test.
28
 - 29 d. Eighth grade education with ability to follow directions in English.
30
 - 31 e. Knowledge of the importance of sanitation and safety in a quantity food service establishment.
32
- 33 2. Food Service Assistant II:
34
 - 35 a. Meets all requirements established for a Food Service Assistant I.
36
 - 37 b. Minimum of one year experience as Food Service Assistant I.
38
 - 39 c. The following courses must be taken and passed before application can be made for Food Service As-
40 sistant II.
41
 - 42 (1) Quantity Food production.
43
 - 44 (2) Equipment Use and Care.
45
 - 46 (3) Foundations of Food Service.
47
 - 48 (4) Computer Applications.
49
- 50 3. Manager Intern:
51
 - 52 a. Meets all requirements established for a Food Service Assistant II.
53
 - 54 b. Minimum of one year experience as a Food Service Assistant II.
55

1 c. All courses required for a Food Service Assistant II must be completed. The following courses must be
2 taken and passed before application can be made for Food Service Manager Intern.

3
4 (1) Nutrition Education.

5
6 (2) Customer Satisfaction and Public Relations.

7
8 d. Interviews for position, based upon need of projected open managerial positions.

9
10 e. Attends classes given by Director of Food and Nutrition Services and/or designee. Takes and passes
11 courses in "Catering" designed for Food and Nutrition Services professionals.

12
13 f. Obtains field experience by working with managers at the elementary, middle and high school levels.

14
15 g. Upon successful completion of Manager Intern Program, is qualified for a position of Food and Nutrition
16 Services Manager.

17
18 4. Food Service Manager:

19
20 a. High School diploma.

21
22 b. Ability to supervise personnel.

23
24 c. Successful completion of the Food and Nutrition Services Manager Intern Program.

25
26 F. PROMOTIONS

27
28 Promotion to Manager shall conform to the following criteria:

29
30 Manager

31
32 1. Must have completed the Career Ladder Program through the Manager level.

33
34 2. Successful completion of the Food and Nutrition Services Manager Intern Program the duration of which
35 shall be no less than three months nor more than ten months (exclusive of summer school and summer recess)
36 during which time they will work for one semester as a Food and Nutrition Services manager trainee in
37 multiple work sites. During this period, the Manager Intern will be afforded assistance as requested. Should
38 an employee fail to successfully complete the Food and Nutrition Services Manager Trainee program, s/he
39 will be returned to his/her former position without prejudice and will remain eligible for a future appointment
40 to a Food and Nutrition Services Manager Intern position.

41
42 3. As soon as practicable following an official action of the School Board which results in a Food and Nutrition
43 Services Manager vacancy, the position shall be advertised as follows:

44
45 a. The Human Resources Department shall prepare an announcement including an outline of the job de-
46 scription of the vacancy and cause it to be posted prominently at all cost centers in the Sarasota County
47 School System.

48
49 b. The Director of Food and Nutrition Services shall review all applications to confirm that the minimum
50 requirements are met by the applicants. Only applicants whose credentials meet those minimum require-
51 ments may be eligible.

52
53 c. The position will be filled following those procedures outlined in Article XIV, Section 2 of this Agree-
54 ment.

55

- 1 d. Each new manager will be given a 90-day probationary period in their new position. During this period
2 the new manager will be afforded assistance as requested. Failure of the probationary period will only
3 be for good cause. Should a new manager not successfully complete his/her probationary period, s/he
4 will be returned to his/her former position without prejudice and will remain in the pool of qualified
5 manager applicants. A manager who is unsuccessful in two probationary periods will be removed from
6 the pool.
7

8 G. TRANSFERS
9

10 1. Voluntary Transfers
11

12 a. Transfer Between Work Sites
13

14 Voluntary transfers between work sites will be filled in accordance with those procedures outlined in
15 Article XIV (Transfers/Promotions) or elsewhere in this Appendix.
16

17 b. Transfers Within Work Sites
18

19 Any reassignments within a given work site (including a decrease in hours) will be offered to the most
20 senior employee at that work site and so on down the seniority list. If no employee volunteers for the
21 reassignment in question, it may be assigned to the least senior employee in that job classification at that
22 work site. No appointed employee will work fewer than four hours daily.
23

24 2. Involuntary Transfers
25

26 Involuntary transfers will be made within the guidelines specified in Article XV (Reduction in Force) of this
27 Agreement.
28

29 H. TRAVEL
30

31 When Food and Nutrition Services employees are required to travel between two work sites, they will be com-
32 pensated for their expenses on a per mile basis at the prevailing State rates. Wherever possible, their work assign-
33 ments will be selected in such a fashion as to minimize the distance between work sites.
34

35 I. EXTRA DUTY DAY ASSIGNMENTS
36

37 Extra duty assignments (including catering) will be assigned on a rotating seniority basis for the employees at the
38 work site at which the extra duty assignment is to be performed. Each employee assigned an extra duty must have
39 the necessary qualifications for the duty in question. The hourly rate of pay for all Food and Nutrition Services
40 extra duty assignments will be \$10 per hour.
41

42 J. FOOD SERVICE VACANCIES
43

44 1. Food Service Assistant I vacancies that are posted county-wide between bid meetings will not be open to
45 existing Board-appointed Food Service employees.
46

47 2. Each such position that is filled between bid meetings will be filled as a regional Food Service position.
48

49 3. These procedures will only apply to five (5) hour positions in cases where no current four (4) hour employee
50 is interested in the job. In cases where the position to be posted is a five (5) hour position, that position will
51 be offered to current employees at that site on a seniority basis first (i.e., the most senior four (4) hour
52 employee will be offered the position first).
53

1 4. Each such position that is filled as described above will be automatically vacated and posted at the next bid
2 meeting and will be filled in accordance with those procedures outlined in Article XIV, Section A of this
3 Agreement.
4

5 K. Training Requirements
6

7 1. Food and Nutrition Services Managers:
8

9 For the 2015/2016 school year only, all managers must complete six hours of annual continuing educa-
10 tion/training. Beginning school year 2016/2017, all managers must complete at least ten hours of annual
11 continuing education/training.
12

13 All Other Food and Nutrition Staff:
14

15 For the 2015/2016 school year only, all staff must complete four hours of annual continuing education/train-
16 ing. Beginning school year 2016/2017, all staff must complete at least six hours of annual continuing edu-
17 cation/training.
18

19 2. A portion of this training will occur outside the normal contract year (immediately prior to the start of the
20 school year). Any hours worked outside the normal school year will be compensated at the employee's
21 normal hourly rate of pay.
22
23

24 **APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM**
25

26 A. Appointed custodians have the opportunity to bid on schedules two times per year at specified meetings. Seniority
27 will determine job selection.
28

29 B. The following Professional Custodial Training Program, Classes 1-8, (80% passing grade with demonstrated
30 skills in class 3, 4, 6, 7) must be completed prior to an applicant being deemed qualified for a head custodian
31 position. Each of these courses will be offered at least twice per calendar year. An employee will not be in an
32 in-pay status while taking these courses:
33

34 Course Requirements:
35

36 Achievement - Certified Custodian Certificate

37	Class #1	The Professional Custodian.....	6 hours
38	Class #2	Safety in School Operations.....	6 hours
39	Class #3	Sanitation and School Housekeeping.....	12 hours
40	Class #4	Floor and Carpet Care for Schools.....	18 hours
41	Class #5	Custodial Essentials Part A.....	18 hours
42		TOTAL	60 hours

43
44 Achievement - Master Custodian Certificate

45	Class #1-5 and 6, 7, 8		
46	Class #6	Minor Maintenance and Climate Support: Structure and Energy Conservation for the School Custodian	18 hours
47	Class #7	Grounds Care for Schools	12 hours
48	Class #8	Custodial Essentials Part B	18 hours
49		TOTAL	48 hours

50
51
52 Master Custodial Certificate

53	Classes #1 - 5.....	60 hours
54	Classes #6 - 8.....	42 hours
55	TOTAL	108 hours

The following courses must be completed within two years of a head custodian’s first appointment to a head custodian position. Head custodians taking these courses will do so in an in-pay status. Non-head custodians may take the course on a first come, first served basis, but first preference will be given to existing head custodians over non-head custodians. These courses will be offered at least twice yearly. All courses must be completed with a passing score of 80% or better.

Leadership Training (Interaction Management Training):

1. Essentials of Leadership	2 hours
2. Coaching for Improvement	4 hours
3. Coaching for Success	4 hours
4. Delegating for Results	4 hours
5. Leading Change.....	4 hours
6. Managing Performance Problems	4 hours
7. Motivating Others.....	4 hours
8. Rapid Decision Making	4 hours
9. Resolving Conflict.....	4 hours
TOTAL	34 hours

C. Head Custodian and Day Custodian Position – Head Custodian positions and day custodian positions in schools in which there is one day custodian will be filled via a committee process, selecting the best qualified applicant. The committee will be comprised of members of the school staff and the Facilities Services Department. The committee will have two (2) representatives from Facilities Services and at a minimum, three (3) from the school staff, including the principal or his/her designee.

D. Where the term head custodian is used in this section it will also apply to senior head custodians unless otherwise specified.

E. Senior Head Custodian - Senior head custodian positions will be filled in accordance with those procedures outlined in Article XIV, Section 2 of this agreement.

Employee will attend designated continuing education programs annually to retain Senior Head Custodian status.

IMPLEMENTATION

1. Notify all custodial employees about the Custodial Advancement Program.
2. In conjunction with the Union, establish an “Appeals Panel” to resolve issues arising out of the Custodial Advancement Program.
3. Classes shall be filled in the following manner:
 - a. Those employees needing a particular course commensurate with their duties shall be afforded first priority. In case of class overload, the employee with the most seniority shall be selected for that class.
 - b. Senior Head Custodians and Head Custodians needing the CAP shall be afforded initial priority to attend classes upon implementation of the program.
 - c. Release time, if required, shall be provided for CAP participants to attend classes without loss of pay.

PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

1. Notification of courses offered will be sent out by the staff of the Professional Development Department (PDD). This information shall include, but not be limited to, the following: Time, place, number of hours, course number, brief description of the course, class size and name of instructor.

2. Interested parties must register with the PDD to insure space available. Applicants shall be selected on a first come - first served basis, except as outlined in number 3 below.
3. Those employees nearing completion of a required and approved program and/or needing a particular course commensurate with their duties shall be afforded first priority.

COURSE DESCRIPTIONS

DOE Professional Custodial Training Program

Leadership Training Program (Interaction Management Training)

Essentials of Leadership (formerly IMSM Essential).....2 hours

This foundation course for all Interaction Management courses teaches how to get results through people. During the course, they attain the tools necessary for a successful “leadership journey.” Learners acquire a set of proven interaction skills, discover seven Leadership Imperatives key to meeting today’s challenges, and realize their role as a catalyst who inspires others to act.

Coaching for Improvement.....4 hours

Builds the skills leaders need to help people with performance or work habit problems. Equips leaders to help people develop improvement plans, conduct effective improvement discussions, and handle the challenges they may encounter in improvement discussions.

Coaching for Success.....4 hours

Introduces skills for guiding individuals and teams toward achieving successful results. Leaders learn the importance of helping people learn from successes rather than mistakes, how to balance seeking and telling, and how to conduct an effective coaching discussion.

Delegating for Results4 hours

Leaders learn skills for successfully matching people, responsibility, and authority to maximize involvement, productivity, motivation, and growth for individuals, groups, and the organization.

Leading Change.....4 hours

Focuses on the crucial role leaders have in effectively exploring change, introducing change, and helping others overcome resistance typically associated with change. Leaders learn how to conduct effective change discussions that minimize the potentially negative effects of change on morale, processes, and productivity.

Managing Performance Problems

Dealing effectively with significant performance or work habit problems—and when necessary, initiating the organization’s progressive discipline process—is one of the biggest challenges leaders face. This course helps leaders plan and conduct meetings with employees who need to improve or face prescribed organizational consequences.

Motivating Others.....4 hours

Effective and consistent use of Key Principles and Interaction Guidelines is the foundation for motivating people. This course builds on the core leadership skills and helps leaders (with or without direct reports) understand motivation, have discussions with direct reports about their motivations, motivate a group, and avoid de-motivating people.

Rapid Decision Making4 hours

This course helps leaders (with and without direct reports) make effective on-the-job decisions in rapid, fast-paced environments. Topic areas include how rapid decision making differs from standard decision making, can I/should I make this decision, and quick analysis tools. This course addresses the needs of frontline leaders of make on-the-job decisions with limited time and information and within the authority of the leader.

Resolving Conflict.....4 hours

- 1 Enables leaders to recognize signs of conflict, assesses the conflict to determine their level of involvement,
- 2 and serve as a catalyst to encourage those involved in the conflict to achieve resolution. Leaders learn the
- 3 skills to both provide support and to act as mediators.
- 4
- 5 Sanitation and School Housekeeping12 hours
- 6 This training manual includes basic material in the subject areas of:
- 7 bacteriology
- 8 germicidal - detergents
- 9 special cleaning agents
- 10 spot and stain removal technique
- 11 sanitation tools and supplies
- 12 toilet fixtures, surfaces, and finishes
- 13 sanitizing methods and procedures
- 14 soils and surfaces
- 15 housekeeping cleaning methods
- 16 pest control
- 17 Class size maximum - 30
- 18
- 19 Floor and Carpet Care18 hours
- 20 This course covers all types of floors and carpets and the care required for each type such as:
- 21 sweeping
- 22 dust mopping
- 23 vacuuming, wet and damp mopping
- 24 scrubbing
- 25 stripping
- 26 rinsing
- 27 sealing
- 28 waxing
- 29 sanding
- 30 spot and stain removal
- 31 shampooing
- 32 spray buffing
- 33 refinishing
- 34 The class uses visual aids, class discussion participation, and demonstrations.
- 35 Class size maximum - 30
- 36
- 37 Safety in School Operations6 hours
- 38 An outline of this material is:
- 39 philosophy and laws
- 40 accidents and reporting
- 41 personal safety:
- 42 conditions
- 43 factors
- 44 object handling
- 45 protective devices
- 46 special equipment
- 47 building safety:
- 48 structural systems
- 49 mechanical systems
- 50 electrical systems
- 51 fire safety
- 52 housekeeping safety
- 53 grounds safety: site and physical traits
- 54 student safety
- 55 hand tool safety

1	First Aid	
2	Class size maximum – 30	
3		
4	The Professional School Custodian	6 hours
5	Topics discussed are:	
6	school CAP for the custodian	
7	selecting the custodian	
8	good public relations	
9	human relations	
10	employer/employee relations	
11	legal and ethical aspects	
12	structure of custodial responsibilities	
13	Board policy	
14	administrative regulations	
15	custodial handbook	
16	decision making	
17	custodian’s relations with general public	
18	custodian’s relations with employees	
19	custodian’s role in management	
20	communications and responsibilities	
21	training new employees	
22	Class size maximum - 30	
23		
24	Minor Maintenance for Custodians and Climate Support:	
25		
26	Structure and Energy Conservation	18 hours
27	The course content includes:	
28	defining minor maintenance	
29	basic electricity: sources, tools, equipment	
30	basic carpentry: tools, equipment, job procedures	
31	basic plumbing: tools, equipment, job procedures	
32	painting: tools, equipment, job procedures	
33	masonry: tools, equipment, job procedures	
34	Class size maximum - 30	
35		
36	Grounds Care for Schools	6 hours
37	Course Content includes:	
38	good grounds care	
39	lawns: grasses, soil, mowing, disease, fertilizing, watering	
40	recreation areas	
41	shrubbery	
42	trees	
43	equipment	
44	pest control	
45	Class size maximum - 30	
46		
47	Custodial Essentials - Part A	18 hours
48	This course is a condensed version of classes 1-4.	
49	Class size maximum - 40	
50		
51	Custodial Essentials - Part B	18 hours
52	This course is a condensed version of classes 6 and 7.	
53	Class size maximum - 40	
54		
55	<u>Custodial Workday Stipulations</u>	

- 1
- 2
- 3 1. All custodial personnel will have a posted schedule drafted by the custodial manager or his/her designee
- 4 outlining their regular (routine) duties. The state guidelines shall be used for establishing the times allotted
- 5 for custodial duties.
- 6
- 7 2. When circumstances require a deviation from a custodian's regular schedule, that schedule shall be modified
- 8 by the custodial manager or his/her designee to accommodate the loss of time from the regular schedule.
- 9
- 10 3. When such modification reduces the routine cleaning of a classroom or other spaces, the custodial manager
- 11 or his/her designee shall be responsible for notifying the users of such spaces in order to alleviate any negative
- 12 reactions toward custodial personnel.
- 13
- 14 4. When non-routine tasks are assigned that would normally be completed by personnel other than custodial,
- 15 the custodian shall not be negatively evaluated for the time spent on such tasks.
- 16
- 17 5. Use of regular custodians in lieu of substitute custodians is acceptable as long as the overtime hours worked
- 18 do not exceed the cost of a substitute custodian. If regular custodial staff is not available for overtime, regular
- 19 aides may be utilized for custodial duties as long as the overtime hours worked do not exceed the cost of a
- 20 substitute custodian.
- 21
- 22 6. Custodial work assignments at each work site will be posted and bid twice each school year. The assignments
- 23 will be bid on a seniority basis, with the most senior custodian at that work site bidding first and so on down
- 24 the seniority listing until all cleaning assignments have been assigned.
- 25
- 26 7. Volunteers may be sought at the discretion of management for custodians to alter their term of contract from
- 27 12-month to 11-month. Such moves will be revocable at the end of the school year. The parties recognize
- 28 that voluntary 11-month work years may impact the District's ability to complete summertime work, such as
- 29 deep cleaning schools in a timely manner without some flexibility in the assignment of custodial staff. There-
- 30 fore, in cases where more than 20 percent of the custodial staff at any one school elect an 11-month contract,
- 31 the parties agree that management has the right to temporarily reassign custodian from other schools within
- 32 that zone, to assist with cleaning responsibilities, for any part of the work year calendar when 11-month
- 33 employees are not at work. Management will determine which schools within the zone have excess capacity.
- 34 Reassignments from the schools with excess capacity will be first offered on a voluntary basis and then by
- 35 inverse seniority order beginning with the least senior custodian.
- 36

37 **APPENDIX D - TRANSPORTATION PROGRAM**

38 This language is subject to re-negotiation at the request of either party until a period of thirty days after the final res-

39 olution of Leo vs. School Board of Sarasota County Lawsuit.

40

41

42 These changes will not take effect until the first day of the 2017-18 school year.

43 A. Schedule or Shift Changes

- 44
- 45
- 46 1. Drivers and attendants will not be required to work more than 40 hours per week, nor will they be required
- 47 to work on Saturday or Sunday except by mutual consent of the driver or attendant and Operations
- 48
- 49 2. If a driver's or attendant's schedule is changed resulting in his/her moving into a lower block time, the driver
- 50 or attendant will continue to be paid at the minimum of his/her old block time for 30 days or until the next
- 51 bid meeting, whichever comes first.
- 52
- 53 3. Any employee's route may be modified as long as the modification takes place within the employee's bid
- 54 block time.
- 55

- 1 4. A driver or attendant may be removed from a route with the mutual consent of the driver or attendant and the
2 parties. The driver will assume the duties of a utility driver and a utility driver will be assigned to cover the
3 driver's route. Any attendant removed from a route with the mutual consent of the parties will be assigned
4 duties by management. The driver or attendant shall be guaranteed the route time of his/her old route until
5 the next scheduled bid meeting.
6

7 B. Block Time
8

- 9 1. Transportation routes (including the round up plus 30 minutes) will be in the following block times:
10 4.0 – 5.0
11 5.1 – 6.0
12 6.1 – 7.0
13 7.1 – 8.0
14

15 Once a block is selected, employees required to work beyond such block time shall be compensated at the
16 applicable rate.
17

- 18 2. Employees will be compensated at the highest hour level within each block grouping.
19

20 C. There shall be one class of Utility Drivers.
21

- 22 1. Utility Driver employees shall be guaranteed a minimum of eight (8) hours per day. Management may assign
23 Utility Drivers duties consistent with their job description except as stated in 2 below. No drivers will be
24 utilized for office work, and no non-school bus drivers will drive school buses, except in emergency situations
25 determined by SC/TA and management.
26
27 2. Any route that is vacant for more than five working days shall be offered to Utility Driver employees accord-
28 ing to seniority by bid process. Any Utility Driver successfully bidding on a vacant route that is paid less
29 than the guaranteed minimum of eight hours per day including the half hour and round-up, may be assigned
30 duties consistent with their job description by management. Any Utility Driver driving such a route may, at
31 the end of 20 working days, request that s/he be allowed to relinquish said route and that route shall be offered
32 again to the Utility Driver employees according to seniority.
33

34 D. Bidding of Routes
35

36 1. Initial Bidding of Routes
37

- 38 a. All routes and utility driver positions will be bid in the following manner and will be filled in accordance
39 with seniority.
40
41 (1) Bidding is open to all drivers and attendants. Drivers must have a valid CDL, complete DOT phys-
42 ical, and have successfully complete all state required training prior to initial bid.
43
44 (2) To the greatest extent possible, routes will be posted in order from longest to shortest.
45
46 (3) Utility driver and attendant positions will be posted and treated as though they were regular routes.
47
48 (4) Drivers and attendants shall bid on posted routes in seniority order.
49
50 (5) Management, with input from the Transportation Working Conditions Committee, will determine
51 the procedures to be used in the bid meeting.
52
53 (6) Disputes regarding the initial bidding of routes will be presented to management and the Transpor-
54 tation Working Conditions for resolution. This will represent the informal step in the grievance
55 process.

- 1
2 b. The initial bid shall take place no earlier than one week immediately preceding the first day of school
3 for students.
4
5 c. Routes becoming available after the initial bidding will be offered to Utility Drivers according to sen-
6 iority. The least senior Utility Driver must accept the route if it is not taken by a more senior Utility
7 Driver.
8
9 d. Drivers will be reimbursed up to four hours for familiarizing themselves with their new routes and check-
10 ing their buses. This will only take place the week before the start of the regular school year and the start
11 of summer school.
12

13 2. Roundhouse Bidding of Routes
14

- 15 a. Three times per year on or about October 15, January 15, and March 15, bid meetings will be held at the
16 Transportation compound in Osprey in order to fill all eligible routes that have become available since
17 the previous bid meeting.
18
19 b. Ten working days before the bid meeting, a listing of those routes available with length, stops, pick-up
20 and drop-off points will be posted in the Osprey, 17th Street, and Taylor Ranch Compounds. New routes
21 may be added to the list up to the day of the bid meeting.
22
23 c. A transportation employee must be present at the bid meeting in order to bid on a route except as outlined
24 below in Paragraph d. A bid on a route will not be valid unless made by the person who will fill the
25 position. Each driver and attendant will be afforded a reasonable amount of time in which to make a bid.
26 The current route of the successful bidder will be put up for bid immediately after that driver or attendant
27 accepts his/her new route. Vacant routes will continue to be bid until all are filled or until no one bids
28 on the remaining routes. Routes remaining unbid will be disposed of in accordance with Section E,
29 paragraph 1c.
30
31 d. A transportation employee may submit an absentee bid form if s/he is unable to attend the bid meeting.
32 Absentee bids will only be accepted on routes which have been advertised in advance of the bid meeting
33 on the official announcement. A transportation employee must submit a separate absentee bid form for
34 each route s/he wishes to bid on. Absentee bid forms may be received up to the time of the bid meeting.
35 There is no limit to the number of routes that can be bid on. After an absentee bidder is successful on
36 any bid, all other absentee bids are pulled. Absentee bids will compete with bids from other transporta-
37 tion employees.
38
39 e. All bids are final and binding at the conclusion of the bid meeting.
40
41 f. Drivers and attendants may swap routes only with the mutual consent of management and the SC/TA,
42 in consultation with the Transportation Working Conditions Committee.
43
44 g. After the bid meeting, a date will be set on which the route changes will take place. This date shall be
45 no more than two weeks after the conclusion of the bid meeting.
46

47 3. Field Trips
48

- 49 a. All drivers are eligible to drive field trips and will be placed on a seniority list for the purpose of bidding.
50
51 b. All attendants are eligible to bid on field trips that require attendants and will be placed on a seniority
52 list for the purpose of bidding.
53
54 c. The list will be posted at three locations: 17th Street, Osprey, and Taylor Ranch compounds.
55

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d. Field Trip List

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

e. Field Trip Bid Meeting

- (1) The Field Trip Bid Meeting will take place at the Osprey Compound at a time to be determined by the Transportation Working Conditions Committee.
- (2) Drivers and attendants may use bus pools to the Field Trip Bid Meetings.
- (3) The procedures for the Field Trip Bid will be determined by The Transportation Working Conditions Committee.

f. Emergency Field Trip Bids

- (1) Field trips that become available after the regularly scheduled Field Trip Bid Meeting and that have to be run before the next scheduled Field Trip Bid Meeting will be bid out as emergency field trip bids. These field trip bids will be announced on the radio.
- (2) An emergency field trip will be awarded to the most senior driver bidding on it. The driver must pick up the field trip paperwork in person at the dispatch window in Osprey, the day of the field trip.
- (3) Emergency field trips that cannot be bid will be the responsibility of Operations.

g. Overtime

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

h. 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 h(2).
- (2) For an unexcused turn back of a field trip, the driver will be removed from the rotation list for a period of 6 months.

i. Canceled Field Trip

An employee shall be guaranteed three hours pay for a field trip canceled with less than 24 hours' notice and not rescheduled. This language does not apply to overtime field trips. 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 field trip bid meeting.

j. Postponed Field Trip

1 A field trip that is not run on the date originally posted will be considered canceled unless rescheduled
2 within 24 hours. The rescheduled trip shall also be run within 30 days of the postponement. Employees
3 may either accept the postponed trip on the rescheduled date or bid first at the next field trip bid.
4

5 k. In all cases, qualified attendants shall not be penalized because their normal assigned driver refuses
6 and/or cannot drive on an assigned field trip.
7

8 l. If the change-over time from a regular route to a field trip and vice versa is 30 minutes or less, the driver
9 or attendant shall be paid straight through at his/her appropriate rate.
10

11 m. A series type field trip is considered as one field trip and shall be assigned to the same driver and at-
12 tendant.
13

14 n. Any driver or attendant who does not have a layover of at least 15 minutes for his/her normal break will
15 be provided a minimum of 15 minutes for pay purposes as part of the field trip compensation in both the
16 A.M. and the P.M.
17

18 4. Emergency Recall List
19

20 Within 30 days of the ratification of this Agreement, a joint Union/Transportation/Administration Committee
21 shall be formed to develop procedures for the implementation and utilization of this section. Such procedure
22 is to be reviewed and approved by the Human Resources Department.
23

24 E. Duty Time/Compensation
25

26 1. Duty time shall be all of that time in which a driver or attendant is permitted to perform or suffers in the
27 performance of his/her duties.
28

29 2. Drivers and attendants will be paid in accordance with this Agreement and/or the Fair Labor Standards Act,
30 whichever rate is greater.
31

32 F. Radios/Tape Decks
33

34 Employees shall be permitted to have and use personal tape or deck players in their buses. Radios and tape decks
35 must be approved by management and installed by our garage.
36

37 G. Commercial Driver's License
38

39 Employees qualifying for a six year "Safe Driver" Commercial Driver's License shall be reimbursed for the cost
40 of license less the administrative fee.
41

42 H. Overtime
43

44 1. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to the
45 most senior mechanic first and then rotating through the established list.
46

47 2. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this
48 Agreement.
49

50 I. Student discipline shall be handled in accordance with School Board Rules and policies.
51

52 J. Meal Allowances
53

54 1. Drivers and attendants on in-county field trips shall be responsible for their own lunches.
55

- 1 2. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and attendants
2 earning meal allowances shall be “off the clock” for 30 minutes for each meal earned.
3

4 K. Summer School

- 5
6 1. Initial bidding of routes will be as described in paragraph E.
7
8 2. At the end of the first week of summer school, a roundhouse bid will be held to fill routes that have become
9 available.
10
11 3. A list of substitutes will be drawn up from employees who volunteer for summer school driving and will be
12 used to fill positions by seniority.
13

14 L. Half Hour and Round-Up

- 15
16 1. The actual projected driving time will be rounded off to the next highest one-half hour and an additional 30
17 minutes added to it.
18
19 2. Drivers will drive routes until approximately September 15 and then if there are major discrepancies of 15
20 minutes or greater, request a route change from a routing supervisor. These route changes will take place
21 between approximately September 15 and the first roundhouse bid on or about October 15. Any modifications
22 to routes will be made retroactive to the date of the change.
23
24 3. This allotment of time will eliminate the need for all white sheets and encompass all duties regularly as-
25 signed to the driving or attending of a bus. Extra duties as approved by management will be assigned a gold
26 sheet which grants automatic payment for the duty.
27
28 4. The paying of overtime for eight hours in a day is rescinded and overtime will only be figured on over 40
29 hours per week.
30

31 M. Authority of Bus Drivers

- 32
33 1. The school bus driver shall preserve order and good behavior on the part of all students being transported
34 on school buses.
35
36 2. The school district shall require a system of progressive discipline of transported students for actions which
37 are prohibited by the code of student conduct. Disciplinary actions, including suspension of students from
38 riding on school district-owned or contracted school buses, shall be subject to School Board policies and
39 procedures and may be imposed by the principal or the principal’s designee. The principal or the principal’s
40 designee may delegate any disciplinary authority to school bus drivers except for suspension of students
41 from riding the bus.
42
43 3. The school bus driver shall have the authority to control students during the time students are on the school
44 bus, but shall not have such authority when students are waiting at the school bus stop or when students are
45 en route to or from the school bus stop except when the bus is present at the bus stop.
46
47 4. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such
48 steps as are immediately necessary to protect the students on the bus.
49
50 5. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a
51 clear and present danger to the safety of the driver or other students, or the safety of the bus while in
52 operation. The school district shall have measures in place designed to protect the bus driver from threats
53 of physical injury from students.
54

1 6. School districts may use transportation, school safety, or FEFP funds to provide added security for buses
2 transporting disruptive or delinquent students to and from school or other educational activities.
3

4 7. In the case of a student having engaged in violent or blatantly unsafe actions while riding a school bus, the
5 school district shall take corrective measures to ensure, to the extent feasible, that such actions are not
6 repeated prior to reassigning the student to the bus.
7

8 N. Transportation Study Committee
9

10 The parties agree to form a committee, the purpose of which will be to study and make recommendations per-
11 taining to compensation levels, number of hours worked, and pay methods of bus drivers and bus attendants.
12 The members of that committee will be appointed by and mutually agreed to by the parties and will report back
13 to respective bargaining teams prior to the beginning of bargaining for the 2006-2007 school year contract.
14
15

16 **APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK BANK**
17

18 A. Membership
19

20 An employee, having been employed by the Board for at least one year and having at least ten days accrued sick
21 leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a
22 newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each employee
23 may not contribute more than one sick leave day, except as hereafter provided. Sick leave days donated to the
24 bank by employees will not be returned to employees except as hereafter provided.
25

26 B. Duration and Replenishment
27

28 1. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of
29 the bank, the bank will be replenished in the following manner:
30

31 a. During the two month period following the date when the bank reaches the 30% point, each member
32 will have one day deducted from his/her personal sick leave account and deposited to the bank.
33

34 b. A member who chooses to no longer participate in the bank shall notify the committee in writing of
35 his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
36

37 c. A member who chooses to continue participating in the bank will contribute one-half day of accrued
38 sick leave to the bank.
39

40 d. A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time
41 the bank reaches the 30% point, may choose to continue participating in the bank by contributing the
42 next one-half day of accrued sick leave to the bank, regardless of whether or not it is earned within
43 the two month period set forth above.
44

45 C. Administration
46

47 1. The sick leave bank will be administered by the Human Resources Department. Forms may be obtained by
48 participating employees from the Human Resources Office.
49

50 2. An overview committee will be formed to review the administration of the bank and determine eligibility.
51 The committee will be composed of two voting representatives appointed by the Superintendent, two voting
52 representatives appointed by the Union, and one ex officio representative appointed by the Superintendent.
53 This person shall act as chairperson of the committee.
54

55 D. Benefits

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1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits, he or she may apply for the benefits specified below. In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner:
 - a. All accumulated sick leave of the member must first be expended.
 - b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty continuous work days. However, the member may choose to use accrued vacation days as part of the twenty day period.
 - c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty calendar days during which time the employee is receiving benefits.
 - d. Each member will be afforded a maximum number of days equal to four times the number of days he or she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 100 work days. A maximum of 100 paid work days may be received from the bank by a member, per occurrence. Should a member of the Sick Bank exceed his/her 100 days of benefits, s/he will be removed from the Bank. He/she may choose to re-enroll in the Bank as detailed elsewhere in this Appendix at a later date.
 - e. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decision governing eligibility of any claim.

33 **APPENDIX F - BARGAINING UNIT EXCLUSIONS**

34
35 Secretaries to Superintendent
36 Secretaries to Assistant Superintendents
37 Secretaries to Principals
38 Secretaries to Executive Directors
39 Human Resources Specialists
40 Human Resources Department Secretaries
41
42
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1 **APPENDIX G - PERFORMANCE EVALUATION FORM**
 2

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 HUMAN RESOURCES**

EVALUATION OF CLASSIFIED PERSONNEL

Name (Last, First)		Position Location	
Social Security No.		Salary Group	Date:
Performance Criteria Evaluation	Effective	Needs Improvement	Not Effective
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"/>

I have read and discussed this evaluation with my evaluator.

EMPLOYEE'S SIGNATURE _____

DATE _____

EVALUATOR'S SIGNATURE _____

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The School Board of Sarasota County complies with State Statutes on Veteran's Preference and Federal Statutes on non-discrimination on the basis of race, color, sex, religion, national origin, age, handicap, disabilities, or marital status.

RET: Master, 25 Y Añ Sep or Term
 Dupl., 1 Y Añ Term

143-00-PER-HMR
 Eñ 5/19/00

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

3 A. Organization: Each cost center shall determine the organization and structure of its decision making structure.
4 Administrators and classified staff shall agree on (a) cost center improvement goals and (b) whether to use a
5 hierarchical or shared decision making model. A two-thirds favorable ballot by staff and student leaders shall be
6 used for this purpose. For those cost centers utilizing cost center based Management/Shared Decision Making,
7 the following procedures will apply:
8

9 1. Individual Cost Centers: The shared decision making team should be structured to meet the unique needs
10 of each cost center. Its size should be functional but large enough to represent cost center's administrators.
11 Its members shall be selected by peers. The shared decision making team shall make decisions on cost
12 center site policies and procedures through a consensus development approach. A significant responsibility
13 of the shared decision making team shall be its participation in the cost center's strategic planning process.
14 In assuming this role, greater flexibility will be provided to the site in its use and management of human
15 and material resources.
16

17 B. Traditional organization: Cost centers choosing to utilize a hierarchical model shall continue to employ appointed
18 staff leaders and Working Conditions Committees in their traditional advisory roles.
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APPENDIX I - GRIEVANCE REFERRAL FORM

Name of Grievant: _____ Date of Grievance: _____

Article(s): _____ Section(s): _____

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

Work Site: _____ To Whom Submitted: _____

Description of Grievance:

Corrective Action Requested By Grievant:

<u>Date Filed:</u>	<u>Hearing Date:</u>	<u>Response Date:</u>
Informal _____	Informal _____	Informal _____
Step I _____	Step I _____	Step I _____
Step II _____	Step II _____	Step II _____
Step III _____	Step III _____	Step III _____
Step IV _____	Step IV _____	Step IV _____

Resolution	Administration Sustained/Denied	Grievant Accepted/Rejected
Informal	_____	_____
Step I	_____	_____
Step II	_____	_____
Step III	_____	_____
Step IV	_____	_____
Step IV	_____	_____

Step I
Signature of Administrator _____ Date _____
Signature of Grievant _____ Date _____

Step II
Signature of Administrator _____ Date _____
Signature of Grievant _____ Date _____

Step III
Signature of Administrator _____ Date _____
Signature of Grievant _____ Date _____

Step IV
Signature of Administrator _____ Date _____
Signature of Grievant _____ Date _____

1 **APPENDIX J - SUMMER SCHOOL**

2
3 A. Application

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

9 B. Coordination with Main Collective Bargaining Agreement

10
11 This summer school agreement is adopted by the SC/TA and the Board as an amendment to the main collective
12 bargaining agreement. If there is any conflict or inconsistency between the terms and conditions of the main
13 agreement and those of this summer school agreement, pertaining to summer school, the terms and conditions
14 of this summer school agreement shall prevail. Certain provisions of the main agreement have no relevance to
15 summer school because of operational differences. Such portions of the main agreement shall not apply to sum-
16 mer school.
17

18 C. Summer School Benefits

19
20 Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regular
21 school year. Other fringe benefits provided during the regular school year will also be provided during summer
22 school, except that there shall be no duplication or overlap of benefits.
23

24 Except for illness or unforeseen tragedy, staff must commit to work the entire period for which they are hired.
25 No time off will be granted for personal leave or attending workshops. Any employee who violates this rule
26 without prior approval will not be able to work in the following school year's summer school program unless
27 agreed to by the parties.
28

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

33 D. Selection of Summer School Employees.

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

44 E. Placement

45
46 After employees are hired for summer school on a seniority basis as described in Section D above, they will be
47 assigned to the summer school work site in which they worked in the preceding school year or should their
48 normal school year school not offer a summer school program, the school to which the majority of the students
49 from their regular school year school are assigned. If a sufficient number of positions are not available at that
50 school, the employee with the greater seniority will be selected. Once placed at a particular school, the expressed
51 placement preferences of the employee will be honored to the greatest extent possible. This provision will only
52 apply at the time of his/her initial job offer. Once an employee accepts a position, there will be no transfers
53 unless mutually agreed upon by both parties. Employees will be placed in summer school work sites according
54 to their expressed preferences on a seniority basis, to the greatest extent possible.
55

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

3
4 G. Salary

5
6 Employees will receive their normal hourly rate of pay from the immediately past school year for each day of
7 summer school worked. Employees will be paid their regular hourly rate for mandatory training associated with
8 summer school.
9

10
11 **APPENDIX K - EMPLOYEES OF CHARTER SCHOOLS**

12
13 A. Employment Status

14
15 1. Conversion of existing school, classified bargaining unit:

16 Board employees who choose to remain in an existing school that becomes a charter school that has elected
17 within its charter to continue as part of the existing classified bargaining unit will be bound by all the terms
18 and conditions of the Classified Bargaining Unit Agreement (including the accrual of seniority) consistent
19 with other members of the classified bargaining unit.
20

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

22 Board employees who elect to work in a charter school with a different or no bargaining unit will be con-
23 sidered to be on an unpaid charter school leave with the Board. New employees hired by a charter school
24 (other than those hired in converted Board schools who elect to remain within the classified bargaining
25 unit) will not be considered to be members of the Classified Bargaining Unit of the School Board of Sara-
26 sota County and will have no transfer or seniority rights for bargaining unit positions.
27

28 B. Initial Staffing

29
30 Any existing employee at that work site who chooses not to participate in the newly converted chartered school
31 will be afforded the opportunity to surplus him/herself and will be placed in a manner consistent with those
32 procedures outlined elsewhere in this Agreement.
33

34 C. Seniority Rights

35
36 While on an approved charter school leave of absence the employee's seniority time with the Board will be
37 frozen and s/he will not accrue any additional seniority while on such leave.
38

39 D. Rights of Return to Board Position

40
41 Employees on an approved charter school leave wishing to return to employment with the Board will be placed
42 into vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for an
43 employee returning to duty from an approved leave of absence. An employee hired by a charter school who is
44 not on an approved charter school leave of absence from the Board may apply for a vacant position with the
45 Board and will be treated in a manner consistent with other non-Board applicants.
46

47 E. Benefits

48
49 Employees on a charter school leave of absence will be able to purchase their benefits pursuant to current
50 COBRA and Classified Bargaining Unit Agreement guidelines.
51

52 F. Salary Experience Credit

1 Employees will not accrue experience credit with the Board for those years for which they serve on an approved
2 charter school leave of absence. New employees employed by the charter schools who are subsequently em-
3 ployed by the Board will be placed on the salary schedule in a manner consistent with those rules specified in
4 Article IX of the Classified Bargaining Unit Agreement.
5

6 G. Transfers/Surplussing
7

8 The existing transfer and surplussing procedures outlined elsewhere in this Agreement will not apply to charter
9 schools (other than converted Board schools which elect to remain within the classified bargaining unit). Specif-
10 ically, Board employees may not transfer or be surplusled into charter schools. Existing Board employees may
11 request to be hired by the charter school and such hiring will be governed by whatever rules have been promul-
12 gated by that charter school and approved by the Board.
13
14

15 **APPENDIX L - CODE OF PROFESSIONAL CONDUCT OF THE NON-INSTRUCTIONAL SUPPORT**
16 **STAFF EMPLOYED BY THE SCHOOL BOARD OF SARASOTA COUNTY**
17

18 The following shall constitute the principles of professional conduct and ethics for the non-instructional support staff
19 employed by the School Board of Sarasota County.
20

21 Violation of any of these principles may subject the individual to discipline as described elsewhere in this Agreement.
22

23 A. Obligation to the student requires that the individual:
24

- 25 1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the stu-
26 dent's mental and/or physical health and/or safety.
27
- 28 2. Shall not unreasonably restrain a student from independent action.
29
- 30 3. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
31
- 32 4. Shall not intentionally violate or deny a student's legal rights.
33
- 34 5. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national
35 or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and
36 family background and shall make reasonable effort to assure that each student is protected from harass-
37 ment or discrimination.
38
- 39 6. Shall not exploit a relationship with a student for personal gain or advantage.
40
- 41 7. Shall keep in confidence personally identifiable information obtained in the course of employment, unless
42 disclosure is required by law.
43

44 B. Obligation to the public requires that the individual:
45

- 46 1. Shall take reasonable precautions to distinguish between personal views and those of the organization with
47 which the individual is affiliated.
48
- 49 2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect
50 public expression.
51
- 52 3. Shall not use institutional privileges for personal gain or advantage.
53
- 54 4. Shall accept no gratuity, gift, or favor that might influence professional judgment.
55

1 5. Shall offer no gratuity, gift, or favor to obtain special advantages.
2

3 C. Obligation to the profession of non-instructional support staff requires that the individual:
4

5 1. Shall maintain honesty in all professional dealings.
6

7 2. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital
8 status, handicapping condition if otherwise qualified, or social and family background deny to another
9 employee benefits or advantages or participating in any professional organization.
10

11 3. Shall not interfere with another employee's right to exercise their political or civil responsibilities.
12

13 4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individ-
14 ual's performance of professional or work responsibilities or with the orderly processes of education or
15 which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall
16 make reasonable effort to assure that each individual is protected from such harassment or discrimination.
17

18 5. Shall not make malicious or intentionally false statements about another employee.
19

20 6. Shall not use coercive means or promise of special treatment to influence professional judgment of another
21 employee.
22

23 7. Shall not misrepresent one's own professional qualifications.
24

25 8. Shall not submit fraudulent information on any document in connection with professional activities.
26

27 9. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's appli-
28 cation for a professional position.
29

30 10. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or
31 conditions of employment.
32

33 11. Shall self-report within 48 hours to appropriate authorities (as determined by district) any arrests/charges
34 involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not
35 be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding,
36 civil or criminal, administrative or judicial, investigatory, or adjudicatory. In addition, shall self-report any
37 conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or
38 entering of a plea of guilty or Nolo Contendere for any felony within 48 hours after the final judgment.
39 When handling sealed and expunged records disclosed under this rule, school districts shall comply with
40 the confidentiality provisions of Sections 943.0585(4) (c), Florida Statutes.
41

42 12. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida
43 School Code or State Board of Education Rules as defined in Section 231.28(l), Florida Statutes.
44

45 Aware of the importance of maintaining the respect and confidence of one's peers, of students, of parents, and of other
46 members of the community, the employee will strive to achieve and sustain the highest degree of ethical conduct.
47

48
49 **APPENDIX M- 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY**
50 **AND ANNUAL LEAVE/VACATION PAY**
51

52 The BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™ (BENCOR SPECIAL PAY
53 PLAN™) is offered by BENCOR, Inc. to help governmental units and their employees save up to 7.65% of Social
54 Security/Medicare taxes and to defer income taxes on eligible Plan contributions. Provided below is an explanation
55 of how the Plan works:

1 **Eligibility**
2

- 3 • Employees who are retiring or going into DROP and have at least \$2500 of accumulated sick-leave pay or annual
4 leave/vacation pay will participate in this Plan.
5
6 • Accumulated sick-leave pay or annual leave/vacation pay will be placed into the BENCOR NATIONAL PLAN
7 subject to contribution limits and Board Policy.
8

9 **Contribution Limits**
10

- 11 • The maximum 401 (a) Plan contribution cannot exceed 100% of the Plan Year Salary or IRS maximum dollar
12 limitations; whichever is less. (Plan year July 1 – June 30). The maximum 403(b) Plan contribution cannot
13 exceed 100% of the Calendar Year Salary or IRS maximum dollar limitations; whichever is less (Calendar Year
14 is a 12 month look-back).
15
16 • The maximum Plan contribution limit is calculated each year based on IRS limitations.
17
18 • There is a dollar-for-dollar off-set against the 401(a) IRS maximum dollar contribution limit for money placed
19 into your 401(k) plan or into the State Investment Plan.
20
21 • There is a dollar-for-dollar off-set against the 403(b) IRS maximum dollar contribution limit for money placed
22 into your 403(b) plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan contribu-
23 tion limits.
24

25 **Investments**

- 26 • Initially, Special Pay Plan contributions are automatically invested in the TFLIC Guaranteed Pool Fund (i.e. guar-
27 anteed/fixed). Subsequently, the participant can self-direct among investment choices.
28

29 **Investment Expenses**
30

- 31 • There is no asset-management fee charged against the TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). An
32 asset-management fee is deducted from mutual funds only. The fee is charged quarterly and will be indicated on
33 the quarterly statements sent to all Plan participants.
34

35 **Distributions**
36

- 37 • Your account is always 100% vested and belongs only to you. The balance of your account is available for
38 withdrawal at any time after your termination of employment. In the case of your death, the beneficiary or ben-
39 efiiciaries you name under the Plan will be able to withdraw from your account balance. Funds may be withdrawn
40 in one or more cash distributions, which are taxable for the year of withdrawal, or in the form of a direct rollover
41 to an IRA or other eligible retirement plan, which results in continued deferral of your income tax obligation. To
42 request a withdrawal, download the Distribution Request Form from www.bencoreplans.com or call 1-800-258-
43 3422.
44
45 • As described above, income taxes are imposed for the year of withdrawal. Income taxes are deferred in the case
46 of a rollover to an IRA or other eligible retirement plan, although rollovers to “ROTH” IRA are currently taxable.
47 In addition, there is a 10% IRS penalty on withdrawals from the 401(a) or 403(b) part of the Plan, unless taken
48 after your retirement and you are at least age 55 in the year you retire. Sarasota County Schools has chosen to
49 “make whole” those employees who fall within this category if they request all of their funds in cash from the
50 Plan Administrator within 30 days of separation from employment. This normally would require a make-up of
51 2.35% (10% penalty minus 7.65% previous savings on Social Security and Medicare taxes.) However, individ-
52 uals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty minus 1.45%
53 savings) reimbursement for amounts over the FICA limit.
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55 • For specific tax information, you should consult an independent tax advisor.

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- Your account is subject to the IRS Required Minimum Distribution rules after you reach age 70 ½ or retire, whichever is later, or following your death, if earlier.
- You may be eligible to borrow up to 50% of your account balance. The minimum loan amount is \$1,000. The amount available to borrow is affected by any other Plan loans you have received. A fee of \$100 is deducted from your account each time you take a loan. Please visit www.bencorplans.com to review loan availability and request a loan.

Please consult your tax advisor for information regarding the taxability of Plan distributions.

DROP Participants' Terminal Sick Leave Pay/Annual Leave will be processed as follows:

- Annual Leave – Employees participating in DROP receive their annual leave as a lump sum payment at the time of enrollment in DROP. Annual leave will be paid into the “BENCOR NATIONAL PLAN” subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare). The participant does not have access to this money until the end of DROP – other than through loan provisions. This dollar amount will be included in the employee’s compensation for retirement benefit calculation purposes (FRS).
- Terminal Sick Leave Pay – Employees will transfer 100% of their accrued sick leave into their Bencor Special Plan account either upon entering DROP program or upon final separation of service from the School Board of Sarasota County, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. For any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5 years and 100% at the end of each extension.

Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave balance paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. This allows employees to take maximum advantage of Federal tax law.

APPENDIX N – JOB CLASSIFICATIONS

Please Note: This list is not all inclusive and will change periodically.

<p>Aides Exceptional Student Education Autistic Aide Exceptional Student Education Teacher Aide Library/Media Aide Monitorial Aide I Paraprofessional Aide III Paraprofessional Aide III, Adult Education-12 Month Paraprofessional Aide III, ESOL Paraprofessional Aide III, Interpreter Paraprofessional Aide III, Job Coach Pre-School/Child Care Aide Teacher Aide I Teacher Aide II Transition/Employment Trainer Truancy Worker Vocation Rehabilitation Employment Specialist College and Career Center Coordinator Paraprofessional Aide Behavior Technician</p>
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<p>Construction Building Code Inspector Building Information Manager Plan Room Specialist Planning Technician</p>
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<p>Curriculum Cataloger Library Automation System Technician Media Technician Multi-Media Technician Digital Instructional Materials Technician</p>
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<p>Custodial Custodian Food Service Assistant/Custodian Head Custodian Lead Custodian 12 Months</p>
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<p>Finance Accountant, Degreed Accountant, Degreed (Finance) Accountant, Degreed (Food/Nutrition Services)</p>

Accountant, Degreed (Payroll)
Accountant, Non-Degreed
Accounts Payable Special Projects Specialist
Benefits Specialist
Bookkeeper Specialist
Finance Specialist
Financial Specialist, Food & Nutrition Services

Finance (continued)

Internal Accounts Specialist
Operations Specialist
Payroll Specialist
Retirement Specialist

Food & Nutrition Services

Buyer/Quality Control Manager, Food Services
Equipment Repair Technician
Food Service Assistant I
Food Service Assistant I/Custodian
Food Service Assistant II
Manager Intern
Manager, Food & Nutrition Services
Operations Facilitator
Resource Manager
Special Events Manager/Manager, F&N Services

Health

Certified Occupational Therapy Assistant
Clinic Aide
Nurse, Licensed Practical
Nurse, Registered

Information Services

Administrative Computer Software Specialist
Archibus Database Facilitator
Audio-Visual Lead Technician
Audio-Visual Technician
Business System Assistant
Business System Coordinator
Business System Support
Computer Network Manager
Computer Network Specialist
Computer Operator
Computer Programmer-COBOL
Computer Programmer-Web/PC Systems
Computer Repair Specialist
Computer Repair Technician
Data Management Coordinator
Database Coordinator
Database Engineer
District Data Support Assistant
District Data Support Coordinator
Electronic Data Technician

Information Transport Installer
Instructional Technology Technician
Instructional Television Program Technician
ITFS/Cable Production Technician
ITFS/Cable Program Specialist
ITV Production Specialist
LAN Technician

Information Services (continued)

Production Specialist, ITV/Cable
Project Management Coordinator
Project Management Support
Senior Engineer/Telecomm
Senior Network Engineer
Signal Systems Specialist
State Reports Coordinator
Statistical Data Analyst
System Administrator
Technician, Research & Statistics
Technology Support Coordinator
Technology Support Professional
Telecommunication System Coordinator
Telecommunications System Technician
Telephone Technician

Materials Management

Buyer Assistant
Delivery Clerk/Warehouse
Delivery Clerk/Warehouse/Record Retention
Digital Document Technician
Fixed Assets Inventory Control Technician
Inventory Control Technician
Offset Pressman
Purchasing Buyer
Purchasing Services Specialist
Records Technician/Record Retention
Senior Purchasing Buyer
Warehouse Specialist

Maintenance

Cabinet Maker
Carpenter
Carpet/Tile Repairman
Commercial Equipment Repair Mechanic
Electrician
Electro-Mechanical Gas Equipment Technician
Energy Management Control Specialist
Equipment Mechanic
Equipment/Appliance Repair Technician
Grounds Helper
Groundsperson
HARV Maintenance Mechanic
HARV Technician

Health Safety Specialist
IEQ/Safety Specialist
Indoor Air Quality Specialist
Lead Locksmith
Locksmith
Maintenance & Operations Support Specialist
Multi-Trade Lead Person

Maintenance (continued)

Multi-Trade/Electrical Lead Person
Multi-Trade/Plumbing Lead Person
Painter
Painter (Leadman)
Pest Control Technician
Plumber
Roofer
Trades Helper
Utility Maintenance

Office

Administrative Assistant II
Administrative Assistant II, Bilingual
Administrative Assistant II, Department of Safety and Security
Administrative Assistant II, PALS
Administrative Assistant II, Print Shop
Administrative Assistant II, Purchasing
Administrative Assistant II, School Choice
Administrative Assistant II/Bookkeeper
Administrative Assistant III
Administrative Assistant III, Curriculum & Instruction
Administrative Assistant III, Preschool Director
Administrative Assistant III, Purchasing
Administrative Assistant III/Bookkeeper
Administrative Assistant III, Bookkeeper, Communications & Community Relations
Administrative Assistant III/Bookkeeper, Construction Services
Administrative Assistant III/Bookkeeper, Curriculum & Instruction
Administrative Assistant III/Bookkeeper, Fixed Assets
Administrative Assistant III/Bookkeeper, Purchasing
Attendance Clerk
Bookkeeper Service Response, Facilities Services
Bookkeeper, Elementary & Middle School
Bookkeeper, High School
Bookkeeper, Instructional Media
Bookkeeper, Instructional Trainer
Bookkeeper, Pupil Support
Bookkeeper, Transportation
Bookstore Manager
Bookstore Operator, STC
Business Technology Education Secretary
Certification Specialist
Charter School Assistant
Classified Specialist, Adult & Community Education
Classified Specialist, Adult/Technical
Director's Secretary/Facility Services

Driver Improvement Program Registrar
Employment Specialist
Financial Aide Specialist, Vocational/Technical
Financial Aide, Vocational/Technical
Graphic Designer
Human Resources Specialist (Retention)
Information Specialist

Office (continued)

Media and Instructional Materials Support
Media Track Tech Support
Outreach Specialist
Procurement & Record Document Specialist
Purchasing Secretary
Purchasing Service Assistant
Registrar
Registrar/Bookkeeper
Registrar Coordinator
Secretary I
Secretary I - Bilingual
Secretary I – Media and Instructional Materials
Test Coordinator
Test Distribution Center Clerk

Safety & Security

Background Processor
Campus Security Monitor
Central Security Lead Monitor
Central Security Monitor
Inventory Control Accountant
Mailroom Shipping/Receiving Clerk
Regional Campus Security Monitor
Security Systems Lead Technician
Security Systems Network Engineer
Security Systems Technician
Switchboard Operator

Transportation

Bus Aide/Bus Attendant
Bus Driver
Bus Driver/Delivery Clerk
Bus Washer
MAPNET Technical Support Operator
Mechanic (Leadman)
Mechanic
Mechanic's Assistant
Paint and Body Person
Parts Manager
Upholstery Technician