

**PROPOSED CLASSIFIED BARGAINING UNIT
CONTRACT LANGUAGE CHANGES**

Note: Below are the actual proposed changes to your Classified Bargaining Unit Agreement. Only those articles or sections containing changes are included. You may assume that any language that does not appear remains unchanged. Please take the time to read all the proposed changes very carefully.

Key: Underlined text is new contract language
~~Strikethrough~~ text is existing contract language that is to be deleted
Regular text is existing contract language that is to remain as is

ARTICLE IX – SALARIES

L. Rules for Salary Placement

1. Credit for experience will be granted as follows:
 - a. For newly hired employees (i.e., those not previously employed by the Board at any time prior to June 30, 2003), one step will be granted ~~up to a maximum of seven steps~~, for every ~~two~~ three full years of related work experience. The employee’s initial step placement will then be one step above that determined herein.
 - ~~b. If an employee employed by the Board at any time prior to June 30, 2003, separates from service with the Board and is subsequently reemployed by the Board, he or she will return to the step from which he or she left the 30-step schedule or, for those who separated from service while still on the 15-step salary schedule, the step on the 30-step salary schedule to which the employee would have been converted had he or she been employed on June 30, 2003. Additionally, the employee will receive credit for any related work experience that he or she might have accrued in the period between when he or she left service of the Sarasota District Schools and his or her rehire. Prior service time will apply to the determining of the appropriate longevity bonus.~~
2. When an employee who had not previously been a member of the classified bargaining unit moves from an instructional position to a classified position s/he will be placed on his/her new salary schedule in such a fashion as to minimize his/her salary injury. If an employee had been a previous member of the classified bargaining unit and has remained in continuous employment with the Board, s/he will be placed on his/her new salary schedule as if s/he had remained in continuous employment in the classified bargaining unit.

This change brings the rules for transferring in of salary credit for classified employees once again in line with the new rules that govern teacher salary credit.

ARTICLE XXIII- GRIEVANCE AND ARBITRATION

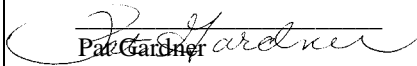
C. Rules


6. Neither the Board nor the Union will be permitted to assert before the Arbitrator any grounds or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step ~~Five~~ Four. Such grounds and evidence shall be disclosed to the other party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at Step ~~Four~~ Three (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step ~~Five~~ Four.
8. Any relief granted prior to Step ~~Three~~ Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board


These changes represent a “clean –up” from changes we made in last year’s round of bargaining. Last year we deleted a step from the grievance process and failed to renumber the steps in the ”Rules” portion of the Grievance and Arbitration process. This change corrects that omission.

<p>rules shall be void at that level but may be carried to Step Four <u>Three</u> or Step Five <u>Four</u> if appropriate. Any relief granted prior to Step Three <u>Two</u> shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the superintendent.</p> <p>10. The Informal Step and Steps One and Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the superintendent. The grievance shall then be brought directly to Step Three <u>Two</u>.</p> <p>13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties. <u>When an individual who is not being represented by the Union in the arbitration is the party in the grievance, the individual will bear the responsibility of half of the costs.</u></p> <p>18. The Union will be considered to be a party with standing in any grievance <u>upon its request.</u></p>	<p>These changes make clearer to the reader what was always the understanding and intention of the parties.</p>
<p><u>ARTICLE XXVIII - SALARIES</u></p> <p>A. Salary Schedule</p> <p>The salary of each employee covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof.</p> <p>B. The 2008-2009 <u>2009-2010</u> school year salary Agreement is as follows:</p> <p>1. Effective July 1, 2008, all employees will receive an across the board increase of 1% and a 1% one time bonus to be paid no later than December 19, 2008, equal to each teacher's normal rate of pay for the 2008-2009 school year. The across the board increase will be added to the respective salary schedules the 1% cash bonus would be added to the salary schedule in the form of an across the board increase. This increase will not apply to earnings from the 2008 summer school program. The parties agree to re-open salary negotiations for the 2009-2010 school year should any of the following conditions be met:</p> <p>a.) <u>the State of Florida Department of Education not receive the proposed federal stabilization funds for the 2009-2010 school year; or</u></p> <p>b.) <u>there is no holdback of state funds by the Florida Legislature for the 2009-2010 school year; or</u></p> <p>c.) <u>The cumulative holdback of funds by the Florida Legislature for the 2009-2010 school year exceeds 4%.</u></p>	<p>This language sets the salary agreement as full step and longevity movement with no across-the-board salary increase for the 2009-2010 school year. It also provides for three automatic salary re-openers should the district receive substantially more or less funding than it is presently expecting.</p>
<p><u>ARTICLE XXXIV - DURATION OF AGREEMENT</u></p> <p>A. This Agreement shall be effective as of July 1, 2006 <u>2009</u>, and shall continue in effect until June 30, 2009 <u>2012</u>. This Agreement may be extended only in writing.</p> <p>B. This Agreement may not be assigned by either party.</p> <p>C. This Agreement is subject to salary and benefit re-openers for the 2007-2008 and 2008-2009 <u>2010-11 and 2011-12</u> school years.</p> <p>Contract language can only be reopened for negotiation if mutually agreed to by the parties.</p>	<p>This language changes the duration of the contract from 2006-2009 to 2009-2012. It is a three year contract with yearly salary and benefit re-openers. This duration is the same we have used for many years.</p>

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS ~~TWENTY-NINTH DAY OF NOVEMBER 2006~~ SECOND DAY OF JUNE 2009, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.


 Pat Gardner
 President, Sarasota Classified/
 Teachers Association, Inc.


 Caroline Zucker
 Chairperson of the School Board of
 Sarasota County, Florida


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


 Lori W. Morris
 Superintendent of Schools

APPENDIX A - SALARY SCHEDULES

IMPLEMENTATION:

7. Longevity Implementation:

- j. Any employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given school year and must have served no fewer than 50 work days in an active duty capacity to be eligible to receive his/her longevity payment for that particular school year. Employees who separate from service from the Board prior to December 1 of any given school year, will not be eligible to receive that year's longevity payment.

This language closes a loophole in the present contract language that allows an employee to return from a leave-of-absence to receive the whole year's longevity payments while only working a few days in that school year.

APPENDIX D - TRANSPORTATION PROGRAM

3. Field Trips

h. Penalties for Returned Trips

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

(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.

This represents a decrease in the penalty for an unexcused returned field trip.

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

This language is a clarification of the

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. existing past practice.