

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 V - EMPLOYEE RIGHTS

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

ARTICLE IX - SALARIES

B. The ~~2013-2014~~ 2014-2015 school year salary agreement is as follows:

All employees other than those receiving an overall Unsatisfactory rating in the 2013-14 school year will receive a performance supplement equal to 2.5% of their daily rate of pay. Any employee receiving the performance supplement will be paid one half of the supplement on his or her December 31, 2014 paycheck and the remainder on his or her June 15, 2015 paycheck. To qualify for the December performance supplement payment, the employee must be in a paid status during the pay period November 29 - December 11, 2014. To qualify for the June performance supplement payment, the employee must be in a paid status during the pay period of May 17, 2015 – June 1, 2015.

In the event the base student allocation equals or exceeds \$4,164 for the 2015-16 school year, 1.25% will be added to the salary schedules effective July 1, 2015.

M. Withholding of Pay

Payment of salaries for work days completed shall not be withheld for punitive reasons. The principal or other authorized person may withhold the final check if the employee has missed workdays represented in that check and subsequent to the preparation and delivery of the check to the principal. A corrected check shall be delivered to the employee as provided in Section 7 below. Withholding of checks for failure to submit all required health examinations and tests, fingerprints or pre-employment drug testing or to provide the Office of Human Resources with the date of appointment for examination is not considered punitive.

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

ARTICLE X – WORKDAY

B. The normal workday and workweek (excluding lunch) for full-time employees will be 7.5 hours per day and 37.5 hours per work-week except as indicated below:

Job Classifications	Per Day	Per Week
Food Service Assistant II	6.0 <u>7.0</u>	30.0 <u>35.0</u>
Food Service Manager & Interns	8.0	40.0

E. Classified employees shall be paid at the rate of one and one-half times their regular hourly rate for hours ~~worked~~ paid in excess of 40 hours a week. Hours worked on a designated paid holiday shall be paid at one and one-half times the regular hourly rate in addition to the employee’s regular pay. Overtime work will be distributed among qualified employees in the same job classification within the cost center on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks, which require that employee’s special expertise.

F. When the administration requires overtime work, an employee will be paid at the rate of one and one-half times his/her regular hourly rate for all hours ~~worked~~ paid in excess of 40 hours in a week. Employees who have had unpaid or unauthorized leave shall not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours worked exceed 40 hours. Employees who work additional hours beyond their normal work-week at regular part-time employment within the school system (i.e. late afternoon and evening programs shall be exempt from this provision. Overtime pay will be computed by adding the employee’s longevity payment (if any) for that year into his or her hourly rate prior to computing his or her overtime compensation.

ARTICLE XV - REDUCTION IN FORCE

A. Definitions.

6. Date of Hire: The most recent effective starting date as designated by School Board action in appointing a given employee will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment ~~the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin toss.~~ (identical hire dates), the following processes will be used during staffing:

a. If the identical hire dates are prior to January 1, 2009, the tie-breaker will be the application dates. If the application dates are identical, the tie-breaker will be the time stamp on the applications. If the time stamps are identical, a coin toss will be used to break the tie.

b. If the identical hire dates occur on or after January 1, 2009, the tie-breaker will be the recommend date. If the recommend dates are identical, the tie-breaker will be the original application date. If the original application dates are identical, a coin toss will be used to break the tie.

ARTICLE XVII - PAID LEAVES

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

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

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

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

~~G. Annual Leave~~

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

CONTINUOUS AND CREDITABLE SERVICE:	ANNUAL LEAVE EARNED:
Through 60 months (12 days per year)	1 day per month
61 through 120 months	1 1/4 days per month (15 days per year)
Over 120 months	1 1/2 days per month (18 days per year)

~~For 12 month employees, the annual leave days are factored into the work year as follows:~~

Through 60 Months	61 Months Through 120 Months	Over 120 Months
234 Workdays	231 Workdays	228 Workdays
6 Paid holidays	6 Paid holidays	6 Paid holidays
<u>240 Paid days</u>	<u>237 Paid days</u>	<u>234 Paid days</u>
12 Annual Leave days	15 Annual Leave Days	18 Annual Leave Days
<u>252</u>	<u>252</u>	<u>252</u>
9 Other holidays	9 Other holidays	9 Other holidays
104 Weekend days	104 Weekend days	104 Weekend days
<u>365 Total</u>	<u>365 Total</u>	<u>365 Total</u>

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

3. ~~An employee's annual leave will be scheduled by the employee's immediate administrator. For leaves of five or more days duration, more than one week notice must be provided. In the case of leaves of less than five days duration, other than in exceptional circumstances, employees must seek annual leave at least 48 hours prior to the commencement of the desired leave. Pre approval of such leave is required in all circumstances. Denial of such request will only be for good cause. Deviations from these timelines will be granted at the discretion of the cost center head.~~

4. ~~Upon termination of employment, the effective date of departure may be post dated, or the employee will receive payment for the unpaid annual leave days, except as limited by number 2, above.~~

5. ~~As indicated above, annual leave days may represent compensation for days already worked.~~

G. Vacation

1. Work Year

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

2. Vacation Days

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

First 60 months of employment – 6 days

61-120 months of employment – 9 days

121+ months of employment – 12 days

a. Accrual

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

b. Payout

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

3. Compensated Leave Days

a. Accrual

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

b. Payout

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

4. Scheduling of Vacation/Compensated Leave

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

ARTICLE XVIII – UNPAID LEAVES OF ABSENCE

A. Categories of Unpaid Leaves

3. Worker's Compensation

An employee receiving Worker Compensation payments will be deemed to be on an unpaid Worker's Compensation leave during that time period. Employees on an approved Worker's Compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Sections 1012.63 and 1012.69, Florida Statutes. Employees may supplement their Worker's Compensation benefits by utilizing their accrued sick leave. During the period they are supplementing their Worker's Compensation benefits with accrued sick leave, they will be considered on a paid leave status. Employees on

Worker's Compensation leave will continue to receive the medical benefits afforded active employees for a period of up to 90 calendar days from the time of ~~their injury~~ commencing said leave. Employees will be afforded any remaining portion of the 10 days paid leave in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in-the-line-of-duty.

B. Procedures:

1. Requests

All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave of absence shall be ~~March 1st~~ April 15th of each year. Employees on extended unpaid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year. Other than in case of emergency, once an Employee indicates his or her intent for the coming school year he/she will not be granted further extended unpaid leave pursuant to paragraphs 1,4,7,8 or 10 above for that school year.

ARTICLE XX - GRIEVANCE AND ARBITRATION

C. Rules

14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement. Conversely, if an employee files a grievance challenging the proposed termination of his/her employment, and requests arbitration following a step two determination, this shall waive the employee's right to contest the proposed termination before the Division of Administrative Hearings (DOAH) of the School Board.

ARTICLE XXX - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, ~~2011~~ 2014, and shall continue in effect until June 30, ~~2014~~ 2017. This Agreement may be extended only in writing.
- B. This Agreement may not be assigned by either party.
- C. This Agreement is subject to salary and benefit re-openers for the ~~2012-2013~~ 2015-2016 and ~~2013-2014~~ 2016-2017 school years.

Contract language can only be reopened for negotiation if mutually agreed to by the parties.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS ~~SECOND DAY OF JUNE 2011~~ NINTH DAY OF DECEMBER 2014, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.