

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

A. Salary Schedules

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

B. The ~~2015-2016-2016-17~~ school year salary agreement is as follows:

1. The overall classified salary settlement for the ~~2015-16~~ 2016-17 school year will be a salary increase of ~~not less than 2.5%~~ 4%, retroactive to July 1, 2015~~6~~. This increase will be paid in the following manner: employees on Step 29 or those hired this school year will receive a one-time supplemental payment equal to this amount ~~as will employees hired after July 1, 2014~~. Employees must be in active duty status at the time of payment to be eligible to receive payment. Employees currently placed on Step 28 and below will receive payment for unpaid steps or some combination of the two in lieu of the ~~2.5%~~ 4% one-time supplemental pay. Classified employees will be paid up to three steps for steps not credited but for which she or he was entitled to (as specified elsewhere in this Agreement) for the ~~2011-12, 2012-13, and 2013-14~~ 2014-15, 2015-16, and 2016-17 school years. Specifically, employees owed three steps for those years will be granted three steps. Those owed two for those years will be granted two steps and receive a ~~.5%~~ 1.33% one-time supplemental payment. Those owed one step for those years will be granted one step and receive a ~~1.5%~~ 2.66% one-time supplemental payment. These one-time supplemental payment amounts are paid on normal salary. The one-time supplemental payment will be applied to all earned overtime on the July 31, 2017 paycheck.
2. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.
3. Step raises are negotiable yearly.

C. Longevity Schedules

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

D. Method of Payment

1. Number of Payments

Each employee will be paid in 24 installments.

2. Pay Dates

~~186 and 196 Day Employees: Beginning with the last weekday of August, pay dates shall be the fifteenth and the last weekday of each month.~~

~~220 Day Employees: Beginning with August 15th, pay dates shall be the fifteenth and the last weekday of each month.~~

~~12-month~~ All employees will be paid semi-monthly.

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

ARTICLE XV – REDUCTION IN FORCE

C. Return to Former Placement

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

ARTICLE XVI - RECALL

C. All persons interested must request the vacancy in question within the district's vacancy posting system. ~~submit a letter of intent for any vacant position posting. Those wishing to exercise right to recall must include that information on the letter of intent.~~ Failure to accept an offer of recall to the salary lane, which the employee was laid off, will result in termination of employment with the Board. Employees will be recalled or placed into vacant positions in the following order:

1. Employees returning to their former salary lane following being surplussed to a lower salary lane. (Employees retain this right for a period of five years following their surplus.) Any employee who was placed on a higher step due to the implementation of those procedures outlined in Article XV, Section A 4 of this Agreement will be returned to his/her former salary lane and will be placed on the step upon which the employee would have been placed had the employee been continuously employed in his/her former salary lane.
2. Employees returning to full time status following an involuntary reduction in the number of hours worked daily.
3. Employees returning to a North or South county location following an involuntary move to the other location due to lack of available positions.
4. Laid off employees returning to duty.
5. Employees returning to their former work site following being surplussed. (Employees retain this right for a period of five years following their involuntary transfer.)
6. Employees returning to duty from a leave of absence.
7. Voluntary transfer of employees.

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

D. Laid off employees interested in returning to duty must submit interest in obtaining a right to recall to a vacant position in the district's vacancy posting system. ~~a letter of intent for any vacant position postings. Those wishing to exercise right to recall must include that information on the letter of intent.~~

A laid off employee will continue to accrue seniority while in official laid off status.

ARTICLE XXIX - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2014~~6~~, and shall continue in effect until June 30, 2017~~9~~. 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 ~~2015-2016~~ 2017-18 and ~~2016-2017~~ 2018-2019 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 THIRD DAY OF JANUARY 2017, ~~NINTH DAY OF DECEMBER 2014~~, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

ARTICLE XXXI - TOBACCO POLICY

- A. The use of tobacco products is prohibited in school buses, district-owned vehicles, and in any portion of any building or property owned by, or leased to, the School Board.
- ~~B. Each cost center head shall establish an area on the cost center's campus to be the designated area of the use of tobacco products. This designated area may not be contained within any building owned by, or leased to, the School Board and may not be located in any area which is normally in view of students or the public.~~
- ~~C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco free in accordance with those procedures outlined in Article XXIV, of this Agreement.~~
- ~~D. Non-school work sites may elect to make their site a tobacco free environment by a majority secret ballot vote of those casting ballots. A vote will be triggered by a petition sent to the superintendent including 10% or more of the employees assigned to the work site (a work site may be constituted by multiple cost centers housed in the same physical location). There will be no more than one vote per school year. A work site can change its selection by conducting a subsequent vote.~~

APPENDIX D - TRANSPORTATION PROGRAM

This language is subject to re-negotiation at the request of either party until a period of thirty days after the final resolution of Leo vs. School Board of Sarasota County lawsuit.

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

A. Schedule or Shift Changes

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

B. Block Time

1. Transportation routes (including the round up plus 30 minutes) will be in the following block times:

~~Four—Six hours~~

~~Six—Eight hours~~

4.0 - 5.0

5.1 - 6.0

6.1 - 7.0

7.1 - 8.0

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

1. Employees will be compensated at the highest hour level within each block grouping.

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

C. There shall be one class of Utility Drivers.

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

L. Half Hour and Round-Up

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

APPENDIX J - SUMMER SCHOOL

C. Summer School Benefits

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

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

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

APPENDIX I – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND ANNUAL LEAVE/VACATION PAY

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

Eligibility:

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

Contribution Limits:

1. The maximum 401 (a) Plan contribution cannot exceed 100% of the Plan Year Salary or IRS maximum dollar limitations; whichever is less. (Plan year July 1 – June 30). The maximum 403(b) Plan contribution cannot exceed 100% of the calendar year salary or IRS maximum dollar limitations; whichever is less (calendar year is a 12 month look-back).
2. The maximum Plan contribution limit is calculated each year based on IRS limitations.
3. There is a dollar-for-dollar offset against the 401(a) IRS maximum dollar contribution limit for money placed into your 401(k) plan or into the State Investment Plan.
4. There is a dollar-for-dollar offset against the 403(b) IRS maximum dollar contribution limit for money placed into your 403(b) plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan contribution limits.

Investments:

1. Initially, Special Pay Plan contributions are automatically invested in the TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). Subsequently, the participant can self-direct among investment choices.

Investment Expenses:

1. There is no asset-management fee charged against the ~~Potential General Account~~ TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). An asset-management fee is deducted from ~~variable accounts~~ mutual funds only. The fee is charged quarterly and will be indicated on the quarterly statements sent to all Plan participants.

Distributions:

1. ~~Distributions may be taken at termination of employment or because of total disability or death~~ Your account is always 100% vested and belongs only to you. The balance of your account is available for withdrawal at any time after your termination of employment. In the case of your death, the beneficiary or beneficiaries you name under the Plan will be able to withdraw from your account balance. Funds may be withdrawn in one or more cash distributions, which are taxable for the year of withdrawal, or in the form of a direct rollover to an IRA or other eligible retirement plan, which results in continued deferral of your income tax obligation. To request a withdrawal, download a Distribution Request Form from www.bencorplans.com or call 1-800-258-3422

2. ~~The participant may choose to leave money in the Plan, self-directing future investments and taking distributions as desired in a tax-deferred manner. Distributions may be taken in a lump sum or as periodic payments taken monthly, quarterly, semi-annually or annually. (Remember, it may be advantageous under Federal tax laws to delay taking distributions until a later tax year when the individual's tax rate may be lower.) As described above, income taxes are imposed for the year of withdrawal. Income taxes are deferred in the case of a rollover to an IRA or other eligible retirement plan, although rollovers to a "ROTH" IRA are currently taxable. In addition, there is a 10% IRS penalty on withdrawals from the 401(a) or 403(b) part of the Plan, unless taken after your retirement and you are at least age 55 in the year you retire. Sarasota County Schools has chosen to "make whole" those employees who fall within this category if they request all of their funds in cash from the Plan Administrator within 30 days of separation from employment. This normally would require a make-up of 2.35% (10% penalty minus 7.65% previous savings on Social Security and Medicare taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty minus 1.45% savings) reimbursement for amounts over the FICA limit.~~
3. ~~A participant (or surviving spouse) can do a "rollover" into an IRA or into another qualifying plan. For specific tax information, you should consult an independent tax advisor.~~
4. ~~To receive a distribution, the participant must initiate the process by requesting a distribution packet from BENCOR Administrative Services at 1-888-258-3422. 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.~~
5. ~~Distributions will be processed in a timely manner with minimum waiting. 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 view loan availability and request a loan.~~
6. ~~There is no 10% IRS penalty if the employee is at least age 55 in the year of separation from employment.~~
7. ~~Employees who have retired and fall within a certain age category (those who were less than age 55 in the year of separation from employment) and elect to withdraw these funds are subject to a 10% early withdrawal penalty by the IRS. The employer will "make whole" those employees who fall within this category, if they request all of their funds from the Plan Administrator within 30 days of separation from employment. This would normally require a make-up of 2.35% (10% penalty less 7.65% previous savings on social security taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty — 1.45% savings) reimbursement for amounts over the limit.~~

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

~~Loans — for loan provisions, contact the BENCOR Administrative Services at 1-888-258-3422.~~

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

1. 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).
2. Terminal Sick Leave Pay – Employees will transfer 100% of their accrued sick leave into their Bencor Special Pay Plan account either upon entering the 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 employees extending 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 method of payment allows employees to take maximum advantage of Federal tax law.