

**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 IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

C. Union Meetings and Activities

1. Whenever possible, the Senior Representative or designee shall not be assigned non-teaching duties so as to carry out those responsibilities associated with enforcing this Agreement.
2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time ~~not to exceed five days with pay~~ for attending contract negotiations.
3. ~~Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This will normally be accomplished during the first week of school when students are not in attendance or at another mutually agreeable date and time schedule.~~
4. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notification (except in cases of emergency) to the Principal/Supervisor by the Union representative.
5. The Senior Representative or designee shall be allowed to present the views of the organization at any faculty meeting as a last agenda item. The Administration shall make every effort to forward to the Senior Representative any and all agenda items relative to said faculty meeting. Unless an emergency exists, no faculty meeting shall be held without 48 hours notice.

F. Time for Union Representatives

1. Whenever possible, the Senior Representative or designee will be relieved from homeroom duties. The building administrator shall have the right to assign an alternate teacher or paraprofessional to the homeroom duty without recourse to the grievance procedure.
2. The SC/TA Board will release employees from duty at the SC/TA's request, providing such release does not adversely affect the delivery of instructional services to students. ~~will be allocated a total of 100 days per semester of Board paid released time for either Instructional or Classified Bargaining Units. The SC/TA may allocate those days at their discretion. Should the SC/TA exceed the 100 days, they~~ The SC/TA will reimburse the Board for all additional released days at the

This is a portion of the contract we have never made use of but comes under attack as wasteful. We thought it best to take it out as we never have used it.

With this change the district is no longer funding union released days. The SC/TA has more than sufficient funds to pay its own days and does not

<p>appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.</p> <p>Management shall not deny the use of these days except for good cause.</p> <p><u>P. Ratification Costs</u></p> <p><u>The parties agree to equally incur the cost of reproduction and dissemination of information associated with the ratification of a negotiated contract including but not limited to released time for election monitoring, transporting ballots and the mileage costs associated with that transport.</u></p>	<p>need or want the public to assist it in any way.</p> <p>This language makes it clear that the two sides will share equally in the cost of negotiations.</p>
<p><u>ARTICLE XIV - TRANSFERS/PROMOTIONS</u></p> <p>A. Postings</p> <p>1. Custodian and Food Service Divisions</p> <p>a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies that have occurred since the previous bid meeting. Senior head custodian, head custodian, <u>day custodians in schools where there is just one day custodian,</u> lead person, food service assistant manager and manager positions will not be included in the bid meeting process. These positions (other than lead person) will be filled in accordance with those procedures outlined in Section 2, below. All senior head custodian, head custodian, food service assistant manager and manager positions will only be filled with inside applicants who have successfully completed the respective career ladder requirements.</p>	<p>This language states that custodians desiring a transfer to a school with just one day custodian go through an interview process with school and department staff to qualify for the transfer as opposed to it being done purely on a seniority basis.</p>
<p><u>ARTICLE IX – SALARIES</u></p> <p>A. Salary Schedules</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 2011-2012 <u>2012-13</u> school year salary agreement is as follows:</p> <p>1. The parties agree that employees will not be compensated for step and longevity progression for the 2011-12 school year.</p> <p><u>Employees will receive their normal longevity progression for the 2012-13 school year and will be advanced an additional longevity step to compensate for any longevity progression not granted for the 2011-12 school year.</u></p> <p>2. <u>Any employee not receiving a salary increase due to longevity progression will receive a cash bonus equal to three percent (3%) of Step Zero of the employee's current salary lane. Any employee receiving this bonus will be paid one half of that bonus on his or her December 14, 2012 paycheck and the remainder on his or her June 14, 2013 paycheck. To qualify to receive the bonus payment on December 14, 2012, the employee must have worked at least 50 days prior to December 14, 2012 and be in a paid status during the pay period (November 16-29, 2012). To qualify to receive the bonus payment on June 14, 2013, the employee must have worked at least one-half the year plus one day and be in a paid status during the pay period (May 17 - June 1, 2013). There will be no proration of these bonuses for employees</u></p>	<p>Below is the 2012-13 salary agreement. Read it carefully!</p> <p>Employees will make up the longevity progression that was not granted for this school year.</p> <p>All employees will receive the same relative salary increase. Some will receive it in the form of a longevity increase, others as a bonus paid over two payments. The increase for everyone is 3% of Step Zero of their own pay lane. This equals an average</p>

<p><u>working less than a complete school year.</u></p> <p>The Board will close all schools and Board offices for two work days during the 2011-2012 school year. Specific days will be chosen following consultation with the union but will occur during the 196 day teacher year but not on days of student attendance. Employees will not be required to work on the two days in question, thus decreasing their contracted work year by two days. 186 day employees will have one paid holiday deducted from their yearly earnings meaning they will be compensated for 185 days of earnings.</p> <p>3. <u>The Board agrees to grant all employees two compensatory days for the 2012-13 school year (except as noted below). These days will be taken by staff on Monday, August 13, 2012 and either Tuesday, June 4, 2013 for 196-day staff or Friday, June 7, 2013 for 220-day and 240-day staff. All work sites will be closed on Monday, August 13, 2012 and Friday June 7, 2013. Each 186-day employee will be credited with one additional personal day for use during the 186-day contract year. This day must be used in its entirety and will be the first personal day used by the employee. The prior approval process described in Article XVII (A)(2) must be followed. If unused by the last day of an employee's contract year, this additional day is lost/forfeited. In no event will an employee be compensated for his or her personal day.</u></p> <p>4. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.</p> <p>5. Step raises are negotiable yearly.</p> <p>6. Furthermore, the parties agree to include on each paycheck, the percentage of the total operating fund revenues that are provided by referendum funds and to reflect that proportion in each employee's paycheck.</p> <p>C. Longevity Schedules</p> <p>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.</p> <p>D. Method of Payment</p> <p>This language is subject to re negotiation should the school calendar change and the first teacher work date occur after August 7th of any given year.</p> <p>1. Number of Payments</p> <p>Each employee will be paid in 24 installments.</p> <p>2. <u>Pay Days Dates</u></p> <p>186 and 196-day Employees: Beginning with the last work week day of August, pay days dates shall be the fifteenth and the last working week day of each month.</p> <p>196 day and 220-day Employees: <u>Beginning with August 15th</u>, pay days dates shall be the fifteenth and the last working week day of each month.</p> <p>12-month employees will be paid semi-monthly.</p> <p><u>The first 186 and 196-day employee pay date is the last week day of August. However, should the employee work year be adjusted in such a manner that the first</u></p>	<p>bonus of 2.2%.</p> <p>Each employee will be granted two compensatory days. These are the opposite of furlough days. You needn't work these days but you are paid for them (i.e., you are not docked for taking off)!</p> <p>Employees' pay is no longer directly tied to specific referendum funding.</p> <p>With this language we are trying to make the pay dates clear and pre-set no matter what should happen to the school calendar in the years ahead. The one significant change is that pay dates will be made more consistent. There will be no payment before a school recess like in the past. Pay dates will</p>
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<p><u>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.</u></p> <p>3. Direct Deposit</p> <p>All employee pay will be directly deposited into his or her checking or savings account.</p> <p>4. Exceptions</p> <p>When a payday <u>date</u> falls on or during a school a <u>federal</u> holiday regularly scheduled vacation or weekend, employees shall receive their paychecks on the last previous <u>week working</u> day.</p> <p>5. Final Pay</p> <p>Each 186-day employee will receive his/her eighteenth and nineteenth check on May 15th and their twentieth, twenty-first, and twenty-second installments on the last working day of the school year. Should the last teacher workday occur before May 31st in any given year, employees will receive their twenty-first and twenty-second installments on May 31st. The twenty-third and twenty-fourth installments shall be mailed to his/her summer address no later than June 15th.</p> <p>Each 196-day employee will receive his/her twentieth, twenty-first, and twenty-second installments on the last working day of the school year. Should the last employee workday occur before May 31st in a any given year, employees will receive their twenty-first and twenty-second installments on May 31st. The twenty-third and twenty-fourth installments shall be mailed to his/her summer address no later than June 15th.</p> <p><u>Each 186 and 196-day employee will receive two three paychecks by June 15th. The remaining paychecks shall be disbursed to the employee no later than June 30th.</u></p> <p><u>Each 220-day employee will receive his/her twenty-first and twenty-second two checks by June 15th and twenty-third and twenty-fourth and the remaining paychecks will be distributed to the employee by June 30th.</u></p> <p>6. Withholding of Pay</p> <p>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 <u>employee</u> 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 <u>employee</u> as provided in Section-6 7 below. Withholding of checks for failure to submit <u>all required</u> health examinations <u>and tests</u>, chest x-ray, tuberculin patch test, 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.</p>	<p>remain the 15th and last day of the month even when employees are on Winter or Spring recess. This avoids the Payroll Department paying staff overtime to issue checks sooner than usual.</p>
<p><u>ARTICLE XXXII - TOBACCO POLICY</u></p> <p>A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased to, the School Board.</p> <p>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.</p>	

<p>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 XXVIII, Section E, of this Agreement.</p> <p>D. <u>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.</u></p>	<p>This language will enable non-school work sites to vote to make their work sites tobacco-free should they choose.</p>
<p><u>APPENDIX A – SALARY SCHEDULES</u></p> <p><u>PARA / AIDE</u></p> <p>Group A3 – Paraprofessional Generally work independently, under the indirect supervision of a certified staff member. Perform specialized tasks that may require special skills and licensure. The Paraprofessional is in contact with students 90% of the time. Included are Physical Education aides, COTA’s, aides who interpret for the deaf, ESOL aides, Title I aides*, preschool and child care aides and other aides holding positions requiring CDA licensure. All A3 positions will require that the person holding that position possess either an AA degree or its equivalent (60 undergraduate semester hours in an accredited college or university), CDA certification, or a state approved CDA waiver. This requirement will be waived in the case of those positions requiring those special skills enumerated on the new salary schedule. Formerly grandfathered A3 aides who have not completed an AA degree or its equivalent will continue to be grandfathered for purposes of determining an employee’s qualifications for an A3 position.</p> <p>*Those aides identified under the Federal NCLB Act of 2001 as being required to meet those training standards set forth within that Act. Title I aides serving in these positions will only be eligible for A3 status upon successful completion of the required training components.</p> <p>Implementation: Work year: Group A1 - 180 days + 6 holidays = 186 days. Groups A2 and A3 - 190 days + 6 holidays = 196 days. <u>For those employees hired after June 30, 2012, the normal work year will be 186 days (180 days + 6 holidays).</u></p> <p>All A2 or A3 aide positions will be either four hours or seven <u>and one half</u> hours daily. No fractional units other than four hours daily will be allowed.</p> <p><u>The parties agree to study issues relating to the work year and salary lane placement of all aides during the 2012-13 school year and address these issues in bargaining for the 2013-14 school year.</u></p> <p><u>MAINTENANCE</u></p> <p>Group M1 Groundsperson, Delivery person, Printer, Warehouseperson, Mechanic’s Helper, Fuel Handler, Security Monitor, Air Conditioning Filter Changer, Mail Room Clerk</p> <p>Group M2 Utility Maintenance, Small Engine Repair <u>Equipment Repair Technician</u>, Equipment/Appliance Repair, Carpenter, Welder/Fabricator, Locksmith, Painter, Pest Control</p>	<p>This language makes all new A2 and A3 aides 186-day employees (many will receive extra duty days).</p> <p>This is just a correction in the aide duty day.</p> <p>These changes delete obsolete job titles from the contract.</p>

Technician, Offset Press Operator, Upholstery Repair, ~~Flooring/Tile~~

Group M3

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

Lead Man - Appropriate schedule + 10%

Implementation:

1. Tool Allowance:

~~\$200.00~~ The various tool allowances will be paid as compensation once annually to maintenance employees certified as eligible by Supervisor or the appropriate Director of Maintenance Department as follows:

Trades helper	\$200
Grounds person	\$200
Grounds helper	\$0 – requests to be provided by district*
Painter	\$0 – requests to be provided by district*
HVAC maintenance mechanic	\$200
Utility maintenance	\$400
Equipment mechanic	\$400
Small appliance repair	\$400
Food service repair	\$400
Lock and Key tech	\$200
Cabinet maker	\$200
HVAC mechanic	\$400
Plumber	\$400
Electrician	\$400
Carpenter	\$400
Multi trade lead	\$400
Mechanic (trans)	\$400
Mechanic helper (trans)	\$200
Paint and Body tech (trans)	\$400
Upholsterer	\$200

* Current painters and grounds helpers will be grandfathered in the former amount as long as they remain in the position.

This language increases the tool allowance for most Maintenance employees and Transportation mechanics. Those few employees, who have their tool allowance decreased are grandfathered at the present amount.

APPENDIX A – SALARY SCHEDULES

Classified Longevity

LONGEVITY SALARY GROUPING YEARS OF SERVICE	1996-97 (AND THEREAFTER) 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%

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

7. Longevity Implementation:

- a. Longevity payments are available to only those employees with an effective date of hire prior to July 1, 2011.
- c. For purposes of determining the length of continuous service for longevity purposes, an employee must have worked in an active duty capacity, one day more than one-half of a normal work year. Multiple partial years of service may not be combined. Active service is defined to include time on duty plus any time the employee is on any form of paid leave or Worker’s Compensation leave.
- e. Longevity payments are calculated by multiplying the appropriate percentage of base multiplier (~~found in Appendix A of the respective agreements~~) by the Step 0 amount of the employee’s present salary lane. The longevity salary schedules are found in Appendix A of the respective agreements. ~~, including any appropriate position supplement. (This does not include lead teacher supplements.)~~
- f. ~~Each employee must have entered the appropriate longevity salary grouping by October 1 of any given school year in order to qualify for that grouping’s bonus payment. For example, for an employee to qualify for the 19 to 21 year grouping, he/she must have started his/her nineteenth year of service prior to October 1.~~

On July 1st of any given school year, each eligible employee will be placed into the appropriate longevity salary grouping as follows:

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

These changes were made to update the language and make it more understandable.

We have relaxed the October 1st deadline. Now you must have only completed one day more than half a year of service to receive credit for that year.

21	22 TO 24 YEARS
24	25 TO 27 YEARS
27+	28+ YEARS

* As defined in "c" above.

- h. Longevity payments will be divided by 24 and added to each paycheck effective with the 2012-2013 school year. Should an employee separate from employment or be in a non-paid status during the school year, s/he will not be entitled to any further longevity payments until such time as s/he returns to duty in an active paid status.
- ~~i. An 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 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 section will be deleted effective July 1, 2012.~~
- 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.

Employees on unpaid leave will not receive longevity payments.

APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM

- 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.

This language states that custodians desiring a transfer to a school with just one head custodian go through an interview process with school and department staff to qualify for the transfer as opposed to it being done purely on a seniority basis.