

**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 II - DEFINITIONS

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 transfers to the instructional bargaining unit and then returned to an classified Bargaining Unit position will retain prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred. Tiebreakers in seniority are defined in Article XV (Reduction in Force) of this Agreement.

This change states that employees will not accrue seniority for any time on a leave of absence if they did not work more than one half of the school year.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

B. Payroll Deduction

2. The Union shall ~~pay reimburse to~~ the Board a fee of \$1 per member per year for the actual expense associated with ~~a fee of \$250.00 per year for~~ payroll deduction for Union members on a yearly basis. The Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable delays.

This increases the amount of money the SC/TA pays the School Board for collecting and transmitting its dues.

E. Inter-School Mail

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

This makes it clear that the SC/TA will reimburse the school district for all costs associated with Pony delivery.

G. ~~BBS~~ E-mail and Computer Access

1. The employer shall provide access to the Board's ~~BBS~~ electronic mail delivery system to the Union as a means of communications with the employees.
2. The employer agrees to provide access to a computer and the ~~BBS~~ electronic mail delivery system for the senior Union representative at each worksite.
3. ~~BBS~~ E-mail communications between employees and the Union and/or its building representatives involving Union business will be considered a private communication not subject to Chapter 119, Florida Statutes.

This updates the language and clarifies that the SC/TA will fully reimburse the Board for all costs associated with e-mail services.

<p>4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified in a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee will not be read by an unintended party without providing such notification to the affected parties.</p> <p>5. <u>The Union will reimburse the district a sum of \$250 per year or the actual costs; whichever is higher.</u></p>	
<p><u>ARTICLE XV – REDUCTION IN FORCE</u></p> <p>C. Procedures</p> <p>3. Seniority – Seniority will be defined as time since effective date of hire in the classified bargaining unit, <u>with the exception that an employee on a leave of absence who does not work more than one day more than one half of a school year will not be granted seniority for the year in question.</u> Seniority will encompass all cost centers in system-wide fashion but will only include time in which the employee was a member of the Classified Bargaining Unit. A classified employee who transferred to the Instructional Bargaining Unit and then returned to the Classified Bargaining Unit will retain all prior Classified Bargaining Unit time(s) for seniority purposes, provided that no break in service to the School District occurred.</p>	<p>This language is in concert with the change we proposed in Article II (above). It allows an employee on leave of absence to accrue seniority only if they work one day more than half of the year.</p>
<p><u>ARTICLE IX - 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 2009-2010 <u>2011-2012</u> school year salary Agreement is as follows:</p> <p>1. <u>The parties agree that employees will not be compensated for step and longevity progression for the 2011-2012 school year.</u></p> <p>2. <u>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.</u></p> <p>1. The parties agree to re-open salary negotiations for the 2009-2010 school year should any of the following be met:</p> <p>a. the State of Florida Department of Education not receive the proposed federal stabilization funds for the 2009-2010 school year; or</p>	<p>This language states that all salaries will be frozen for the 2011-12 school year. There will be no step or longevity progression.</p> <p>This makes it clear that all employees will be furloughed for two work days and the financial impact will be spread throughout the year so as not impact employees all at once.</p>

<p>b. there is no holdback of state funds by the Florida Legislature for the 2009-2010 school year; or</p> <p>e. the cumulative holdback of funds by the Florida Legislature for the 2009-2010 school year exceeds 4%.</p> <p>4. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2010, all salary schedules will be automatically reduced by the sum of one-half of any across the board salary increases agreed to for the 2006-2007, plus the full 3% (three percent) of the 2007-2008 increase, plus the amount of any across the board increase for the 2008-2009 school years, as of the close of business on June 30, 2010.</p> <p>4. <u>Step raises are negotiable yearly.</u></p> <p>D. Method of Payment</p> <p>3. <u>Direct Deposit</u></p> <p><u>All employee pay will be directly deposited into his or her checking or savings account.</u></p>	<p>186-day employees will forfeit one paid holiday and will only be paid for 185 days.</p> <p>This deletes outdated language from our previous contract.</p> <p>All employee paychecks will now be directly deposited into a checking or savings account, as chosen by the employee.</p>
<p><u>ARTICLE XXVII - BENEFITS</u></p> <p>A. Health Insurance</p> <p><u>The parties agree to bid out the current health plans for the 2012 calendar year. The specifications for those plans appear below:</u></p> <p><u>In the event the district's health plan increase exceeds 3% of the previous year's (2011) costs, the parties agree to re-open negotiations to find other ways of saving an amount equal to that difference.</u></p> <p>1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each employee at no cost with the following minimum specifications:</p> <p>a. Lifetime Maximum of \$5,000,000</p> <p>b. Deductible - Individual \$300 <u>\$500</u></p> <p>c. In-Network Coinsurance at no less than 90%</p>	<p>This language states that if we do not hit our targeted goal of cuts, we will look for other ways of funding those cuts.</p> <p>This language "leans" our PPO health insurance plan out in the specific ways underlined.</p>

<p>d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).</p> <p>e. Out-of-Pocket Maximum - \$1000 <u>\$1500</u> per individual plus deductible</p> <p>f. Yearly Physical Examination (subject to \$250 yearly limit)</p> <p>g. Primary Care Physician/Specialist Co-Pays - \$25; <u>Specialist Co-Pay - \$50</u></p> <p>h. Prescription Drug Schedule - \$15/\$30/\$50 <u>\$20/\$40/\$60</u></p> <p>i. <u>Emergency Room Visit - \$150</u></p> <p>2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to employees who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited. The HMO will be offered to all employees at no cost with the following minimum specifications:</p> <p>a. Lifetime Maximum – Unlimited</p> <p>b. <u>Deductible - \$250</u></p> <p>c b. Primary Care/Specialist Office Visit - \$15/\$35 <u>\$20/\$40</u></p> <p>d e. Inpatient Hospital - \$100 <u>\$200</u>/Admission</p> <p>e d. Emergency Room Visit - \$50 <u>\$150</u></p> <p>f e. Out of Pocket Maximum – \$1,500 per individual</p> <p>g f. Yearly Physical Examination (subject to \$15 <u>\$20</u> co-payment)</p> <p>h g. Prescription Drug Schedule - \$15/\$30/\$50 <u>\$20/\$40/\$60</u></p> <p>C. Cafeteria Plan - The School Board will provide to each employee at no cost the following benefits:</p> <p>1. Life Insurance - \$50,000 <u>\$25,000</u> for each employee</p>	<p>This language “leans” out our HMO health insurance plan in the specific ways outlined.</p>
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ARTICLE XXXIV - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, ~~2009~~ 2011, and shall continue in effect until June 30, ~~2012~~ 2014. 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 reopens for the ~~2010-2011~~ 2012- 2013 and ~~2011-2012~~ 2013-2014 school years.
- D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.
- E. IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS SECOND DAY OF JUNE ~~2009~~ 2011, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

This language states that we are agreeing to a three-year contract with yearly salary and benefit re-opens (subsequent salary and benefit agreements would require another ratification vote).

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

~~Caroline Zucker~~ Frank Kovach
Chairperson of the School Board
of Sarasota County, Florida

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

Lori White
Superintendent of Schools

APPENDIX A - SALARY SCHEDULES

Longevity Schedule

YEARS OF SERVICE	2006/07 (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.

Longevity Implementation:

A. Longevity payments are available to only those employees with an effective date of hire prior to July 1, 2011.

B.A. Employees receiving longevity payments under the former classified longevity payment system will continue to have the dollar value of the payment frozen until such time as the payment would be greater under the new system. No employee will receive a decrease in his/her longevity payment due to the implementation of these procedures.

C.B. Longevity payments will be based upon total time of employment as an appointed employee (except as modified below) with the School Board of Sarasota County as a member of either the classified or instructional bargaining units. In cases where service has been broken, there will be no recapture of service for the purpose of longevity payments. This provision does not apply to employees who switch bargaining units and remain in continuous employment with the Board. Employees previously given recapture credit will be allowed to retain that credit.

D.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 the 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.D. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the respective agreements) by the Step 0 amount of the employee's present salary lane.

F.E. 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, s/he must have started his/her 19th year of service prior to October 1.

This change closes longevity to new hires. It has no effect on existing employees.

<p>G.F. Less than full-time employees during the year of the payment will receive the appropriate longevity payment pro-ration.</p> <p><u>H.G.</u> Longevity payments will be <u>divided by 24 and added to each paycheck effective with the 2012-13 school year. Should an employee separate from employment during the school year, s/he will not be entitled to any further longevity payments, considered as salary for purposes of the Florida Retirement System.</u></p> <p>I.H. Longevity payments will be made in December of each year. <u>This section will be deleted effective July 1, 2012.</u></p> <p><u>J.I.</u> Longevity payments will be taxed <u>as regular earnings and will be considered as salary for purposes of the Florida Retirement System, at the normal lump sum distribution level, as required by the present IRS Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion most favorable to the majority of bargaining unit employees.</u></p> <p><u>K.J.</u> Longevity payments will be based upon a normal work year. Summer school service and extra duty days will not apply in that calculation.</p> <p>L.K. 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. <u>This section will be deleted effective July 1, 2012.</u></p> <p>M.L. The longevity payments for bus drivers and bus attendants will be based upon each individual employee's bid route time as of December 1st in any given year.</p> <p><u>N.M.</u> "Frozen" employees will receive the appropriate yearly progression for purposes of determining their longevity payment. Specifically, their "frozen" status will not apply when determining their appropriate longevity payment</p>	<p>As longevity checks will now be paid over a calendar year, there is no longer a need to require a certain number of days in attendance to qualify for the whole year/s payment.</p>
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<p><u>APPENDIX C - CUSTODIAN ADVANCEMENT PROGRAM</u></p> <p>Custodial Workday Stipulations</p> <p><u>7. Volunteers may be sought at the discretion of management for custodians to alter their term of contract from 12-month to 11-month. Such moves will be revocable at the end of the school year. The parties recognize that voluntary 11-month work years may impact the District's ability to complete summertime work, such as deep cleaning schools in a timely manner without some flexibility in the assignment of custodial staff. Therefore, in cases where more than 20 percent of the custodial staff at any one school elect an 11-month contract, the parties agree that management has the right to temporarily reassign custodian from other schools within that zone, to assist with cleaning responsibilities, for any part of the work year calendar when 11-month employees are not at work. Management will determine which schools within the zone have excess capacity. Reassignments from the schools with excess capacity will be first offered on a voluntary basis and then by inverse seniority order beginning with the least senior custodian.</u></p>	<p>This language enables management to move custodians during the month of July due to changes in manpower due to custodians working an 11-month contract.</p>
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<p><u>APPENDIX N - JOB CLASSIFICATIONS</u></p> <p><u>Please Note:</u> <u>This list is not all inclusive and will change periodically.</u></p>			<p>This is the current listing of the Classified Bargaining Unit job classifications. This list will change as new positions are added and old ones are phased out.</p>												
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Computer Network Manager	Digital Document Technician	Administrative Assistant III	
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Computer Operator	Inventory Control Technician	Administrative Assistant III / Bookkeeper	
Computer Programmer – COBOL	Offset Pressman	Administrative Assistant III / Bookkeeper - Construction Serv Dept	
Computer Programmer – Web/PC Systems	Purchasing Buyer	Administrative Assistant III / Bookkeeper -Curr & Instr	
Computer Repair Specialist	Purchasing Services Specialist	Administrative Assistant III / Bookkeeper - Fixed Assets	
Computer Repair Technician	Records Technician/Record Retention	Administrative Assistant III / Bookkeeper - Purchasing	
District Data Support Assistant	Senior Purchasing Buyer	Attendance Clerk	
District Data Support Coordinator	Warehouse Specialist	Bookkeeper Service Response, Facilities Services	
Electronic Data Technician		Bookkeeper, Elementary and Middle School	
Information Transport Installer	Safety & Security	Bookkeeper, High School	
Instructional Television Program Technician	Background Processor	Bookkeeper, Ins Media	
ITFS / Cable Production Technician	Campus Security Monitor	Bookkeeper, Inst Trainer	
ITFS / Cable Program Specialist	Central Security Lead Monitor	Bookkeeper, Pupil Person	
ITV Production Specialist	Central Security Monitor	Bookkeeper, Transportation	
LAN Technician	Inventory Control Accountant	Bookstore Manager	
Production Specialist, ITV / Cable	Mailroom Shipping / Receiving Clerk	Business Technology Education Secretary	
Senior Engineer/Telecomm	Regional Campus Security Monitor	Certification Specialist	
Senior Network Engineer	Security Systems Lead Technician	Classified Specialist, Adult & Community Education	
Signal Systems Spec	Security Systems Technician	Classified Specialist, Adult / Technical	
State Reports Coordinator	Switchboard Operator	Dir Secretary/Facility	
Technician, Research & Statistics		Driver Improvement Program Registrar	
Technology Support Coordinator		Employment Specialist	
Technology Support Professional		Financial Aid Specialist, Vocation/ Technical	
Telephone Technician		Financial Aide, Vocational / Technical	
		Human Resources Specialist (Retention)	
	Transportation	Information Specialist	
	Bus Aide / Bus Attendant	Media Track Tech Support	
	Bus Driver	Purchasing Secretary	
	Bus Driver/Delivery Clerk	Purchasing Service Assts	
	Bus Washer	Registrar	
	MAPNET Technical Support Operator	Registrar / Bookkeeper	
	Mechanic (Leadman)	Secretary I	
	Mechanic	Test Coordinator	
	Mechanic's Assistant		
	Paint and Body Person		
	Parts Manager		

Upholstery Technician		
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