

**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

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ARTICLE II - DEFINITIONS

NORMAL PAY	The employees' current lane and step for his/her normal work year. Extra duty days, longevity payments , summer school, overtime time and supplements are not considered part of an employee's normal pay.
SALARY PLACEMENT	A particular lane and step on the Classified Salary <u>Placement</u> Schedule located in Appendix A.

ARTICLE IX – SALARIES

The 2018-2019 salary settlement is contingent upon the Base Student Allocation remaining the same as 2017-2018 or higher and the 1.0 millage referendum being renewed in March 2018 or the Base Student Allocation increases by more than 3%. Should any of these events occur, the parties agree to reopen salary bargaining at the request of either party.

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.

The reference salary schedule is that which exists at the time of this Agreement, specifically the 2017-18 Classified Salary Schedule. Negotiated increases will be applied to this schedule to aid in determining beginning employee salaries.

Implementing Language: This language replaces the steps/lanes salary schedule with a range of salaries based on previous years' compensation plus collectively bargained adjustments. Specifically, each employee would have his or her salary computed as follows: Add the value of the employee's current step and lane plus current longevity which includes any increases already received for 2017-2018. Longevity would now be included in the base salary. Employees who would have received longevity for the first time or an increase in longevity in the 2018-19 school year will receive a 1% addition to their longevity multiplier as part of this salary computation. The raises above would then be multiplied by the salary computation. Each employee will receive an automatic 0.5% retention adjustment on July 1st of any school year for the prior years' service.

B. 2017-18 Salary Computation:

Any classified employee formerly paid on the Classified Salary Schedule at the time of this Agreement will have his or her salary converted as specified above. In addition, she or he will receive a 3.25% salary increase and a .50% retention adjustment for a total salary increase of 3.75%. This addition becomes a permanent part of that employee's base salary. Employees hired during the 2017-18 school year, and up until the date of this Agreement will receive a 3.25% increase.

2018-19 Salary Computation:

Classified employees will receive a 3.25% salary increase and a .50% retention adjustment for a total salary increase of 3.75%. This addition becomes a permanent part of that employee's base salary.

~~B. The 2016-2017 school year salary agreement is as follows:~~

- ~~1. The overall classified salary settlement for the 2016-17 school year will be a salary increase of 4%, retroactive to July 1, 2016. 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. 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 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 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 1.33% one-time supplemental payment. Those owed one step for those years will be granted one step and receive a 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. The overall classified salary settlement for the 2016-17 school year will be a salary increase of 4%, retroactive to July 1, 2016. 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. 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 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 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 1.33% one-time supplemental payment. Those owed one step for those years will be granted one step and receive a 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.~~
- ~~3. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.~~
- ~~4. 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.~~

~~I. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one half of their work year. Partial years may not be combined to achieve a full year of service.~~

J. Salary Placement Following Transfer to a Different Job Classification

1. When an employee transfers from one pay lane to another he or she will be moved laterally. Specifically, he or she ~~will be placed on the same step on the new lane that he or she was formerly placed prior to the transfer~~ will receive an increase equal to the percentage increase from the former lane placement to the new lane placement that exists in the 2017-18 Classified Salary Placement Schedule Agreement.

~~1. If any employee would have been placed on a higher step on his or her new salary lane had he or she been hired directly into that position from outside of the school district, based on past experience, the employee will be placed on that higher step rather than on the procedure outlined above.~~

K. No employee's salary level will be decreased due to a reclassification of his/her position. Any such employee will move to his/her new salary lane ~~and step~~ but will have his/her salary level frozen at the present dollar value of his/her base rate of pay until such time as the dollar value of his/her new salary level equals or surpasses his/her frozen value. At that point the employee will no longer continue to have his/her salary level frozen. Employees who are having their salary levels frozen will receive all ~~applicable longevity and~~ negotiated bonus payments but will not receive any negotiated "across-the-board" increases, ~~or step increments.~~

L. Rules for Salary Placement

1. Credit for experience will be granted as follows:

~~a. For newly hired employees, one step will be granted for every three full years of related work experience. The employee's initial step placement will then be one step above that determined herein.~~

a. Newly hired employees will be placed on the appropriate salary lane on the Classified Salary Placement Schedule and will receive ½% above the initial salary for each year of verifiable experience in related work. Credit for outside work experience will be limited to a maximum of 7.5% above the initial salary.

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 have their salary calculated ~~be placed on his/her new salary schedule~~ in such a fashion as to minimize his/her salary injury, but in no event more than the highest paid classified employee currently paid in that salary lane. 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, but in no event more than the highest paid classified employee currently paid in that salary lane.

~~N. Salary Adjustment—~~

~~Classified employees who have had a change in status (promotion) that resulted in a difference of more than one year between the number of years of actual service to the district (as of July 1, 2005) and their current step placement may request, in writing, to recapture the number of years that brings their step placement equal to their actual years of service. This request must be made to the Human Resources Department by December 1, 2005. Upon request of this written request (and verification of dates) the employee's placement will be adjusted, for pay, to a step equal to their years of service in the District. The adjustment will be effective upon the date the contract is ratified and approved and will not be retroactive.~~

ARTICLE X – WORKDAY

- 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 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

If the Board, in exercising its right to determine the number and nature of the positions in the School system, takes action to reduce staff within particular job classifications, the following provisions shall apply:

A. Definitions

4. Salary Equalization:

For purposes of comparing different salary lanes, comparisons will be made based upon the top hourly wage of each lane. When an employee is moved from one salary lane to another due to being displaced, s/he will be moved in such a fashion to minimize any salary injury incurred by such a move, but in no event more than the highest paid classified employee currently paid in that salary lane. This will take precedence over any salary implementation language found elsewhere in the agreement.

ARTICLE XVI - RECALL

- C. All persons interested must request the vacancy in question within the district's vacancy posting system. 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~~ different salary lane 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 receive a salary as if he placed on the step upon which the employee would have been placed had the employee had been continuously employed in his/her former salary lane.

ARTICLE XVII - PAID LEAVES

I. Teacher Internship Program

The following information shall serve as the criteria for granting a leave of absence, with pay for district employees required to perform a full-time internship (student teaching) in fulfillment of a degree in the field of teaching:

1. The candidate:
 - a. Must have been employed by the school district for a minimum of one school year in a full-time Board-appointed capacity prior to the commencement of leave.
 - b. Must not have received an "Unsatisfactory" rating on his or her most recent Performance Evaluation.
 - c. Must submit a letter requesting a leave of absence to the Director of Human Resources twenty (20) workdays prior to the leave (the leave may not exceed one semester).

- d. The employee may be placed into a particular classroom setting at the Board's discretion and will be paid for the duration of the internship on the SSP-7 salary lane in a manner schedule on a step nearest his/her normal hourly rate of pay that will not cause a decrease in that hourly rate of pay.

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

J. Procedures

3. Experience Credit

With the exception of employees on Board-approved Union leave, no experience credit for salary, ~~longevity~~ or seniority purposes will be granted for any year in which an employee does not work for one day more than one-half of the regular contract year. An employee may be granted one year's experience credit for service of one day more than one-half of the regular contract year when on an approved study/professional, worker's compensation, military, or political leave of absence.

APPENDIX A – SALARY SCHEDULES

All of the existing salary schedules will be deleted and will be preserved as reference salary schedules for use in determining initial salary placement for new employees and in determining the percentage increase to be used in computing an employee's new salary upon transfer to a new salary lane. These salaries will increase by the yearly negotiated increase.

FOOD SERVICE

Group FS1 - Food Service Assistant I (Food Service Worker)

Group FS2 - Food Service Specialist (grandfathered employees only)

Group FS3 - Food Service Assistant II (Main Dish Cook)

Food Service Manager Intern - FS3 schedule + 7%

Food Service Manager - 0 - 400 meals - FS3 schedule + 30%
 401 - 800 meals - FS3 schedule + 35%
 More than 800 meals - FS3 schedule + 42%

Implementation:

1. An employee who advances from one lane to another shall have their salary changed based upon the percentage increase or decrease when moving laterally between lanes ~~retain his/her step placement.~~

The following provisions are ~~specific to the January, 1999, Agreement only:~~

- ~~1. All employees paid on the FS2, FS3, or FS4 pay lane as of the implementation date of this Agreement will remain on their former step and will move to the new FS1, FS2, or FS3 pay lane, respectively.~~
- ~~2. Employees paid on the FS1 pay lane at the time of implementation of this Agreement will be placed on a step of the new FS1 pay lane so as to guarantee that employee the following minimum raise:~~

<u>Date of Hire</u>	<u>Minimum</u>
7/1/96 to present	10%
7/1/94 to 6/30/96	12%
7/1/92 to 6/30/94	14%
7/1/90 to 6/30/92	16%
7/1/88 to 6/30/90	18%
7/1/86 to 6/30/88	20%

- ~~3. All salary increases will be retroactive to July 1, 1998 (not including any summer school employment). There will be no retroactivity for former employees, who are no longer employed as of the implementation date of this Agreement. In addition, there will be no retroactivity on the longevity and bonus payments for the 1998-99 school year.~~

~~4. The parties agree that this Agreement represents a full and complete settlement of any claims for back pay for employees paid on the former FS1 pay lane for a period longer than their probationary period.~~

Longevity Schedule

Longevity Salary Groupings	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. 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. 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. 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. Longevity payments are calculated by multiplying the appropriate percentage of base multiplier 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.~~
- ~~B. 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
21	22 to 24 Years
24	25 to 27 Years
27+	28+ Years

*As defined in "d" above.

- ~~G. Less than full time employees during the year of the payment will receive the appropriate longevity payment pro-ration.~~
- ~~H. Longevity payments will be divided by 24 and added to each paycheck effective with the 2012-13 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. Longevity payments will be made in December of each year. This section will be deleted effective July 1, 2012.~~
- ~~J. Longevity payments will be taxed as regular earnings and will be considered as salary for purposes of the Florida Retirement System.~~
- ~~K. Longevity payments will be based upon a normal work year. Summer school service and extra duty days will not apply in that calculation.~~
- ~~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.~~
- ~~M. "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~~

APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK

D. Benefits

- f. Illnesses which were diagnosed prior to the member's enrollment in the plan will not be covered.