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: <u>Underlined</u> 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 minus days on an unpaid leave of absence as described elsewhere in this Agreement. A classified Employee who transferred to the instructional bargaining unit and then returned to the classified bargaining unit 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 changes the definition of seniority slightly. We have not been able to successfully deduct seniority each time an employee was on leave, so we agreed to go back to the former way.

ARTICLE IX - SALARIES

A. Salary Schedule

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 20067-20078 school year salary Agreement is as follows:
 - 1. Effective July 1, 20067, all employees will receive an across-the-board increase of 5.25% 3% (three five and one quarter-per cent) for the 20067-20078 school year. This increase will be added to the respective salary schedules. This increase will not apply to earnings from the 2006 2007 summer school program.
 - 2. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.
 - 3. 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 one-half of any across the board increase agreed to for the 2008-2009 school years, as of the close of business on June 30, 2010.
 - 4. Furthermore, the parties agree to include on each employee's 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.

This salary settlement involves a 3% across-theboard salary increase on top of the already granted step increments. All of that increase is contingent upon the continuance of the general fund millage referendum which comes up for re-vote in 2010.

5. Effective July 2, 2007, the existing Step 1 will be removed from the salary schedule and all remaining steps will be renumbered steps 1 29. A Step Zero will be added to the schedule as the basis of computing longevity payments, but no employees will be placed on that step for salary purposes.	We will not be dropping an additional step off the salary schedule this year.
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:	See Article II, above.
A. Definitions	
5. Seniority:	
Seniority will be defined as time since effective date of hire in the classified bargaining unit minus days on an unpaid leave of absence as described elsewhere in this Agreement. Seniority will encompass all cost centers in system-wide fashion. 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.	
ARTICLE XVII- PAID LEAVES OF ABSENCE	
Categories of Paid Leaves	This clarifies that SC/TA staff members who work for the school district are on paid leave. The SC/TA fully reimburses the Board for all such
C. Leave for Union Officers	leaves.
Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers or staff. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.	
ARTICLE XVIII - UNPAID LEAVES OF ABSENCE	
Categories of Unpaid Leaves	See above.
A. Study/Professional Improvement Leave	
A leave of absence without salary for professional improvement may be authorized by the Board for any Employee. If the purpose of the leave involves a two-year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, an Employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence.	
Such leave may be authorized for:	
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- 1. engaging in study at an accredited university;
- 2. full time participation in a federally sponsored Peace Corps;
- 3. full time teaching in foreign or military programs;
- 4. cultural travel or work program related to his/her professional responsibilities;
- 5. participating in exchange teaching programs in other school districts, states, territories or countries; and/or
- 6. serving as a full time, paid officer or staff of an education association.

ARTICLE XXIII- GRIEVANCE AND ARBITRATION

B. Procedures

- 1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her Cost Center Union representative shall request a meeting to verbally discuss a potential grievance with the Cost Center head, or his/her designee, allegedly causing the potential grievance. The Cost Center head, or his/her designee, will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.
- 2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the Administrator's denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the Cost Center head or his/her designee allegedly causing the grievance. The Cost Center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.
- 3. Formal Step Two One: If the grievant is not satisfied with the disposition of the grievance at the Step One Informal level, he/she may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant-Associate Superintendent, Chief or his/her designee no later than ten working days after the response was received at the Step One Informal level. The Assistant-Associate Superintendent, Chief or his/her designee shall submit his/her written response to the Step Two One grievance no later than ten working days following the Step Two One meeting.
- 4. Formal Step Three Two: If the grievant is not satisfied with the disposition of the grievance in Step Two One, he/she may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two One. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Three Two meeting. Should the response be a

These changes streamline the grievance process by eliminating a step and not creating two meetings with the first level administrator. It also updates some of the titles of district administrators.

reje	ection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.	
Me The	p Four Three (optional): Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial diator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three Two written decision. Mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. There will not be a binding decision on the parties except by mutual agreement.	
Arb	Five Four: If the grievant is not satisfied with the disposition of the grievance in Step Three Two or Four Three, he/she may submit it to the American itration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later a 15 working days after the receipt of the decision in Step Three or Four.	
ARTICLE X	XVII - BENEFITS	This is a deletion of southern language
200 dec 401 elec this be c	aployees who have elected to waive their right to medical insurance by signing a School Board affidavit of insurance coverage form prior to September 1, 200, will be allowed to maintain that election. New employees hired between September 1, 2000, and October 17, 2000, will be afforded the opportunity to be similar insurance coverage. If such an election has been made, the School Board will contribute the sum of \$254.06 per month to the employee's existing $I(k)$ account until such time as the employee voluntarily rescinds the waiver of insurance or leaves the employ of the School Board. Once a employee's existing to waive his or her right to medical insurance has been rescinded for any reason, that employee may not elect to waive medical insurance pursuant to a paragraph again in the future. All employees other than those who have elected to waive their right to medical insurance prior to September 1, 2000, will enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insurance.	This is a deletion of outdated language.
	A – SALARY SCHEDULES	
SSP-8	Grounds Person, Delivery person, Printer, Warehouse person, Mechanic's Helper, Security Monitor, Air Conditioning Filter Changer, Mail Room Clerk, School Registrars, School Data Entry, Technology Support Aides, Media Technician, Trades Helper, Regional Campus Security Monitor	These are two new job titles that needed to be added to the Salary Schedule.
SSP-10	High School Bookkeepers, Large Account Department Bookkeepers, Multi Grade Level Bookkeepers, Central Office non-degreed accountants, Help Desk - District Data Support Assistant, Utility Maintenance, Small Engine Repair, Equipment/Appliance Repair, Carpenter, Locksmith, Painter, Pest Control Technician, Offset Press Operator, Upholstery Repair, Flooring/Tile, Roofer, COTAs, Licensed Physical Therapy Assistant, Licensed Practical Nurses (LPN), H.A.R.V. Maintenance Mechanic	
APPENDIX O	C - CUSTODIAL ADVANCEMENT PROGRAM	
	ed custodians have the opportunity to bid on schedules two times per year at specified meetings. Seniority will determine job selection.	This represents a significant update of the Custodial Career Ladder by clarifying specific
to an app	bwing DOE Professional Custodial Training Program, Classes 1-8, (80% passing grade with demonstrated skills in class 3,4,6,7) must be completed prior blicant being deemed qualified for a head custodian position. Each of these courses will be offered at least twice per calendar year. An employee will not be pay status while taking these courses:	leadership training that is required by ALL head custodians and clarifying when such training must occur.
Course Requir	rements:	

A ahiayam	unt Contified Custodian Contificate	
	ent - Certified Custodian Certificate The Professional Custodian	house
	Safety in School Operations	
Class #2	Sanitation and School Housekeeping	
	Floor and Carpet Care for Schools	
	Custodial Essentials Part A	
Class #5	TOTAL	
	101AL00 I	nours
Achieven	ent - Master Custodian Certificate	
Class #1-:	and 6,7,8	
Class #6	Minor Maintenance and Climate Support:	
	Structure and Energy Conservation for the	
	School Custodian	
Class #7	Grounds Care for Schools121	
Class #8	Custodial Essentials Part B	hours
	TOTAL48 1	hours
	stodial Certificate	
	- 5	
Classes #	- 8	hours
	TOTAL	hours
The follo	ing courses must be completed within two years of a head custodian's first appointment to	o a head custodian position. Head custodians taking these courses
	in an in-pay status. Non-head custodians may take the course on a first come first served by	
over non-	ead custodians. These courses will be offered at least twice yearly. All courses must be com	pleted with a passing score of 80% or better.
Leadershi	Training (Interaction Management Training):	
	on Management Essentials of Leadership	hours
	ag Employee Performance Coaching for Improvement	
	ag Work Habits Coaching for Success	
	hing Improved Performance Delegating for Results	
	; Effective Follow Up Action Leading Change	
	Employee Complaints Managing Performance Problems	
7 . Delega	ng Responsibility Motivating Others	hours
	ning Resistance to Change Rapid Decision Making	
9. Reduci	g Tardiness Resolving Conflict	hours
	TOTAL341	
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- C. Achievement Head Custodian Familiarization Training 80% passing grade in 24 hour classroom setting with demonstrated skills in hands on activities.

 TOTAL 24 hours
- C. Head Custodian Position Head Custodian positions 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. At a minimum, the committee will have two (2) representatives from Facilities Services and three (3) from the school staff, including the principal or his/her designee.
- D. After achieving the Master Custodial Certificate, one of two paths may be selected.
 - 1. Leadership Development Training 34 hours with completion grade of 80% or higher.
 - 2. Skill Program
 - a. Optional career pattern for Skilled Trade position.
- E. Internship Program
 - 1. Work at specific school sites as acting Head Custodian or for relief purposes. An evaluation period to determine skills will be given prior to successful completion of the program. The evaluation period will be no more than one year after they have entered the Internship Program.
- F. Head Custodian Position Head custodian positions will be filled in accordance with those procedures outlined in Article XIV, Section 2 of this agreement.
 - 1. Employee will attend designated continuing education programs annually to retain Head Custodian status.
- G. Leadership Development/Technical Training 60 hours with 80% or higher completion grade.
- D. Where the term head custodian is used in this section it will also apply to senior head custodians unless otherwise specified.
- E. Senior Head Custodian Senior head custodian positions will be filled in accordance with those procedures outlined in Article XIV, Section 2 of this agreement.
 - 1. Employee will attend designated continuing education programs annually to retain Senior Head Custodian status.

IMPLEMENTATION

Upon Board approval the administration shall take the following action:

This is the current practice for hiring head custodians. We thought it best to include it in the contract so everyone will know how it works.

- 1. Notify all custodial Employees about the Custodial Advancement Program.
- 2. In conjunction with the Union, establish an "Appeals Panel" to resolve issues arising out of the Custodial Advancement Program.
- 3. Classes shall be filled in the following manner:
 - a. Those Employees needing a particular course commensurate with their duties shall be afforded first priority. In case of class overload, the Employee with the most seniority shall be selected for that class.
 - b. Senior Head Custodians and Head Custodians needing the CAP shall be afforded initial priority to attend classes upon implementation of the program.
 - c. Release time, if required, shall be provided for CAP participants to attend classes without loss of pay.

PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

- 1. Notification of courses offered will be sent out by the staff of the Professional Development Center Department (PDC PDD). This information shall include, but not be limited to, the following: Time, place, number of hours, course number, brief description of the course, class size and name of instructor.
- 2. Interested parties must register with the <u>PDC PDD</u> to insure space available. Applicants shall be selected on a first come first served basis, except as outlined in number 3 below.
- 3. Those Employees nearing completion of a required and approved program and/or needing a particular course commensurate with their duties shall be afforded first priority.

COURSE DESCRIPTIONS

DOE Professional Custodial Training Program

<u>Leadership Training Program (Interaction Management Training)</u>

Essentials of Leadership (formerly IMSMEssentials)

2 hours

This foundation course for all Interaction Management courses teaches how to get results through people. During the course, they attain the tools necessary for a successful "leadership journey." Learners acquire a set of proven interaction skills, discover seven Leadership Imperatives key to meeting today's challenges, and realize their role as a catalyst who inspires other to act.

Coaching for Improvement

4 hours

Builds the skills leaders need to help people with performance or work habit problems. Equips leaders to help people develop improvement plans, conduct effective improvement discussions, and handle the challenges they may encounter in improvement discussions.

<u>Coaching for Success</u> <u>4 hours</u>

Introduces skills for guiding individuals and teams toward achieving successful results. Leaders learn the importance of helping people learn from successes rather than mistakes, how to balance seeking and telling, and how to conduct an effective coaching discussion.

Delegating for Results

4 hours

Leaders learn skills for successfully matching people, responsibility, and authority to maximize involvement, productivity, motivation, and growth for individuals, groups, and the organization.

<u>Leading Change</u>

Focuses on the crucial role leaders have in effectively exploring change, introducing change, and helping others overcome resistance typically associated with change. Leaders learn how to conduct effective change discussions that minimize the potentially negative effects of change on morale, processes, and productivity.

Managing Performance Problems

4 hours

Dealing effectively with significant performance or work habit problems—and, when necessary, initiating the organization's progressive discipline process—is one of the biggest challenges leaders face. This course helps leaders plan and conduct meetings with employees who need to improve or face prescribed organizational consequences.

Motivating Others 4 hours

Effective and consistent use of Key Principles and Interaction Guidelines is the foundation for motivating people. This course builds on the core leadership skills and helps leaders (with or without direct reports) understand motivation, have discussions with direct reports about their motivations, motivate a group, and avoid de-motivating people.

Rapid Decision Making 4 hours

This course helps leaders (with and without direct reports) make effective on-the-job decisions in rapid, fast-paced environments. Topics areas include how rapid decision making differs from standard decision making, can I/should I make this decision, and quick analysis tools. This course addresses the needs of frontline leaders of make on-the-job decisions with limited time and information and within the authority of the leader.

Resolving Conflict 4 hours

Enables leaders to recognize signs of conflict, assesses the conflict to determine their level of involvement, and serve as a catalyst to encourage those involved in the conflict to achieve resolution. Leaders learn the skills to both provide support and to act as mediators.

Interaction Management, The Challenge of Leadership2 hours

This is an introductory module dealing with the Key Principles of the Interaction Management Training Program. The focus is the leadership role of the Head Custodian.

Improving Employee Performance4 hours

As a director of work activities, one of the Head Custodian/Senior Head Custodian's major responsibilities is keeping the output of the Employees in the work

group at certain standards of quality and quantity. To meet the goals/standards established for the job, each Employee must be willing to do his/her share. When an Employee is under performing, the Head Custodian/Senior Head Custodian should take action. The key is to handle the discussion with the Employee in such a manner that s/he is motivated to improve performance. The Employee must be motivated. There is no other way to successfully improve the performance of the work group. Class size maximum - 12

Improving Work Habits4 hours

Directors of work activities are often faced with the problem of an Employee who is developing a poor work habit, such as sloppy housekeeping, inappropriate dress, unsafe procedures, improper use of the telephone, late reports, etc. A poor work habit which develops in one Employee may spread to the rest of the work group. Therefore, it must be handled immediately and effectively. A poor work habit should be dealt with as soon as it appears because habits are much easier to change as they are developing than after they have become established. The effective Head Custodian/Senior Head Custodian notices the work habits of the Employees in the work group. When an Employee starts to develop a poor work habit, the Head Custodian/Senior Head Custodian takes immediate action to change the habit before it becomes a bigger problem.

Class size maximum - 12

When an Employee's performance improves, it is imperative that the Head Custodian acknowledge that improvement in a way that will encourage the Employee to maintain the improvement. While it may seem easy to encourage Employees to maintain improvement, it is really a very difficult situation to handle effectively. Poor handling of this situation can be seen by the Employee as an insincere compliment. Insincerity (either real or perceived) will not encourage the Employee to maintain the improved performance.

Class size maximum - 12

When an Employee's unsatisfactory performance or poor work habit continues even after discussions of the problem, the Head Custodian needs to take action. This module will help build the skills to conduct effective follow up discussions, giving the Employees another chance to solve the problem before disciplinary action is taken.

Class size maximum - 12

Every Employee has a complaint from time to time. Sometimes the Head Custodian can take actions which will resolve the complaint; at other times he/she can do little more than listen to the complaint. At all times it is important that the Head Custodian establish a climate which encourages Employees to bring their complaints to him/her. Employees will voice their complaints no matter what the work climate. If there is an open climate, the complaint will be voiced to the Head Custodian. If a relatively closed climate has been established, the complaint will probably be voiced only to other Employees.

Class size maximum - 12

Delegating Responsibility 4 hours

Delegating allows the head custodian time to devote to other activities that will build a more efficient and effective work unit. Effective delegation is probably the most direct and effective way of developing Employees. In this module the custodian will develop skills to utilize subordinates effectively by allocating work that is accompanied by responsibility and accountability.

Class size maximum - 12

	ce to Change		
		pon Employee acceptance and involvement whenever changes must be implemented. Managing change means developing	
		transition and to assist those who are having difficulty adjusting during the change period. This module builds skills to	
		them overcome real or perceived barriers to making the change work.	
Class size n	naximum - 12		
Reducing Tardiness		4 hours	
		sustodians have to deal with from time to time. It is important that the tardiness be dealt with effectively and promptly	
		oblems. The tardy Employee may get behind in his/her work. Also, other Employees may be unhappy and wish to have the	
		other Employees complain about the tardy Employee or come in late themselves.	
	naximum - 12		
	12		
APPENDIX D - TRA	ANSPORTATION PRO	OGRAM CONTRACTOR OF THE PROPERTY OF THE PROPER	
D D1111 6D			This change makes it clear that only drivers who
D. Bidding of Route	es		are completely up-to-date can bid on runs.
1. Initial Bidd	ling of Routes		
o A11 vo	utas and utility driver no	sitions will be bid in the following manner and will be filled in accordance with seniority.	
a. All ro	dutes and utility driver po	strons will be old in the following mainler and will be filled in accordance with semority.	
(1).	Bidding is open to all dr	ivers and attendants. Drivers must have a valid CDL, complete DOT physical, and have successfully completed all state	
	required training prior to		
APPENDIX I - GRII	EVANCE REFERRAL	FORM _	
			These changes reflect the changes in the grievance
Name of Grievant:			process noted above.
Date of Grievance:			
Article(s) ,	Section(s),		
	Statutes, DOE Rules and		
Worksite:	To Whom	Submitted:	
Description of Grieva			
Corrective Action Rec	quested By Grievant:		
Date Filed	Hearing Date	Response Date	
Informal	Informal	Informal	
Step I	Step I	Step I	
Step II	Step II	Step II	
Step III	Step III	Step III	
Step IV	Step IV	Step IV	

Step V	Step V	Step V
Resolution	Administration	Grievant
	Sustained/Denied	Accepted/Rejected
Informal		
Step I		
Step II		
Step III		
Step IV		
Step V		
Step I		
Signature of Administr	rator	Date
Signature of Grievant		Date
Step II		
Signature of Administr	rator	Date
Signature of Grievant		Date
Step III	votos	Data
Signature of Administration Signature of Grievant	rator	Date Date
Signature of Offevallt		Duic
Step IV		
Signature of Administr	rator	Date
Signature of Grievant		Date
Step V		
Signature of Administr	rator	Date
Signature of Grievant		Date