

**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

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.~~

We are placing the definition we have been using for years in the contract.

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 ~~2007-2008~~ 2008-2009 school year salary Agreement is as follows:

1. Effective July 1, ~~2007~~ 2008, all employees will receive an across-the-board increase of 1% and a 1% one time bonus to be paid no later than December 19, 2008, equal to each employee's normal rate of pay for the ~~2007-2008~~ 2008-2009 school year. ~~This~~ The across-the-board increase will be added to the respective salary schedules. Should the State of Florida not withhold any additional money from the district in the form of a statewide holdback, the 1% cash bonus would be added to the salary schedule in the form of an across-the-board increase. This increase will not apply to earnings from the ~~2007~~ 2008 summer school program.

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 ~~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.

The raise for this year will be 1% on the salary schedule plus a 1% bonus payable in December. Should the Legislature not withhold any further funds this school year from all districts, the 1% bonus will also go on the Salary Schedule.

ARTICLE XIV - TRANSFERS/PROMOTIONS

C. Promotions

5. Time Off for Job Interviews

<p>Employees will be afforded temporary duty elsewhere for up to three times per school year to interview <u>or take required testing</u> for transfer or promotion to another position within the school district. Additional time off for interviews <u>or testing</u> will be charged time off. The Employee will give his or her present Administrator at least 24 hours advanced notice of any such interview.</p>	<p>This change will allow employees to take required tests for new positions while in an in-pay status.</p>
<p><u>ARTICLE XV – REDUCTION IN FORCE</u></p> <p>A. Procedures</p> <p>5. Seniority:</p> <p>Seniority will be defined as time since effective date of hire in the classified bargaining unit. Seniority will encompass all cost centers in system-wide fashion <u>but will only include time in which the employee was a member of the Classified Bargaining Unit</u>. 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>6. Date of Hire:</p> <p>The <u>most recent</u> effective starting date as designated by School Board action in appointing a given employee will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, ties will be broken by a coin toss.</p> <p>B. Procedures</p> <p>2. Surplussing</p> <p>a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that time the cost center head will also identify the least senior employee at that cost center currently working within the job classification in which the position(s) is/are being eliminated. <u>Prior to identifying the employees to be surplussed, volunteers will be sought via e-mail from the staff. Voluntarily surplussed employees must replace employees who would have otherwise been surplussed and may not increase the pool of employees surplussed from that work site. Should there be multiple voluntary surplus requests, the most senior employee will be selected first and so down the volunteer seniority list.</u> Pursuant to the procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given school year, will transmit to the Human Resources Office a listing of all positions eliminated, employee’s surplussed, and vacancies anticipated.</p> <p>3. Placement</p> <p>d. <u>During certain school years, a beginning of the school year staffing process may be required following an initial student count. Positions filled during this process which were never posted county-wide for right-to-recall, will be posted during the school year for right-to-recall for the following school year.</u></p>	<p>This language clarifies the practice that seniority only includes time in the classified bargaining unit (and not instructional time).</p> <p>In the case of employees re-hired, only the last hire date counts towards seniority.</p> <p>This language is an attempt to make the surplussing procedures a bit more understandable. All of the changes highlighted are the procedures we have been following and fine tuning for years. The language represents how the procedure worked this year (with the two supplemental staffings due to the budget crisis).</p>
<p><u>ARTICLE XVI - RECALL</u></p> <p>D. Laid off employees interested in returning to duty must submit 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.</p>	<p>This makes it clear that laid off employees continue to accrue seniority while laid off.</p>

<p><u>A laid off employee will continue to accrue seniority while in official laid off status.</u></p>	
<p><u>ARTICLE XVIII - UNPAID LEAVES OF ABSENCE</u></p> <p>Categories of Unpaid Leaves</p> <p>B. Medical Leave</p> <p>An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his/her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted his/her sick day accrual and have completed his/her Family and Medical Leave Act (FMLA) leave if applicable. An employee requesting medical leave must provide medical documentation of the illness in question.</p> <p>Upon return from leave as described in paragraphs A and B <u>and Article XVIII, paragraph B</u>, the building principal <u>or cost center head</u> shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal <u>or cost center head</u> within five working days following the employee's return from leave. <u>In the case of unpaid medical leave, such documentation must include a note from the treating physician as to the need to miss work (in compliance with HIPAA regulations) and the duration of such need.</u></p>	<p>This language attempts to deal with the problem of the handful of employees with chronic absenteeism problems. It clarifies how long they have before producing documentation of illness in excess of earned sick leave.</p>
<p><u>ARTICLE XXVII - BENEFITS</u></p> <p>A. Health Insurance</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> <ul style="list-style-type: none"> a. Lifetime Maximum of \$5,000,000 b. Deductible - Individual \$200 <u>\$300</u> c. In-Network Coinsurance at no less than 90% d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary). e. Out-of-Pocket Maximum - \$1000 per individual plus deductible f. Yearly Physical Examination (subject to \$250 yearly limit) g. <u>Primary Care Physician/Specialist Co-pays</u> <u>\$25</u> 	<p>These changes represent an increase in the amount of out-of-pocket expenses incurred by employees using our health insurance plan. On the other hand, the increased out-of-pockets will result in a smaller premium increase, freeing up money for salary increases and lower premiums for families seeking coverage.</p>

<p>h. <u>Prescription Drug Schedule - \$15/\$30/\$50</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> <ul style="list-style-type: none"> a. Lifetime Maximum - Unlimited b. Primary Care/Specialist Office Visit - \$40<u>\$15/\$35</u> c. Inpatient Hospital - \$100/Admission d. Emergency Room Visit - \$50 e. Out of Pocket Maximum – \$1,500 per individual f. Yearly Physical Examination (subject to \$40<u>\$15</u> co-payment) g. <u>Prescription Drug Schedule - \$15/\$30/\$50</u> <p>3. The School Board will provide spouse, dependent and family health insurance options for both the PPO plan and the HMO plan at the employee’s expense. The Board will offer an alternative family health insurance option at the employee’s expense that will provide for lower benefits and premium levels. Should an employee elect this option for his or her family, he or she must elect this option for his or her coverage. For the 2006 calendar year, the parties agree to offer Board paid partial subsidies of dependent care coverage as a trial program. Prior to the end of that period, the parties agree to evaluate the effects those subsidies have had on the overall premiums of the group as a whole and to consider the desirability of extending those subsidies for future years.</p>	<p>We are also including several of the plan specifications in contract language that were not previously enumerated in that language.</p> <p>By way of comparison, last year’s prescription drug plan benefits were \$5/\$15/\$30 in both plans and the HMO’s primary physician co-pay was \$15 and the HMO’s was \$10.</p> <p>Notice that the yearly out-of-pockets maximums remain unchanged.</p> <p>This change takes out the family supplement that had been offered on a trial basis for three years.</p>
<p><u>APPENDIX A - SALARY SCHEDULES</u></p> <p>Longevity Implementation:</p> <p>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. It will be the employee’s responsibility to apply for the recapture of prior service time in cases where service has been broken. Employees must make a claim to recapture prior service time for longevity purposes prior to December 1st of any school year to qualify for a longevity payment for that year. 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.</p> <p>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</p>	<p>Re-hired Sarasota employees will no longer be able to recapture their prior service time for longevity purposes.</p> <p>This changes the pay lane for the technology</p>

<p>SSP 10 -High School Bookkeepers, Large Account Department Bookkeepers, Multi Grade Level Bookkeepers, Central Office non-degreed accountants, Buyer Assistant, 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), HARV Maintenance Mechanic, <u>Technology Support Professional</u></p> <p>SSP 12 - Athletic Trainers, Specialist in the areas of Warehouse, Buyers, Certification, Health & Safety, Retirement, Personnel, ITFS, Benefits, Finance, Purchasing Services, Signal Systems, Adult Education, Plan Room, Records Retention, Operations, or Internal Accounts, District Data Support Coordinator, Administrative Computer Software Specialist, Supervisor of MIS located at SCTI, Computer Network Specialist, Instructional Television Program Specialist, ITV Production Specialist, Media Track Tech Support, <u>Library Automation Technician</u>, State Reports Coordinator, and a Grandfathered Supervisor Vehicle Service Transportation Department which includes a 9% pay differential, Interpreter (with AA/AS degree or 60 semester hours and EIE</p>	<p>support professionals and changes the job title of the media track support person to that of library automation technician</p>
<p><u>APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK</u></p> <p>C. Administration</p> <ol style="list-style-type: none"> 1. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by participating employees from the Human Resources Office. 2. An overview committee will be formed to review the administration of the bank and determine eligibility. as set forth in subsection D 2. <p>D. Benefits</p> <ol style="list-style-type: none"> 1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker’s Compensation benefit, <u>he or she may apply for the benefits specified below</u>. In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in the case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner: <ol style="list-style-type: none"> a. All accumulated sick leave of the member must first be expended. b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of 20 continuous work days. However, the member may choose to use accrued vacation days as part of the 20 day period. c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty-calendar day during which time the employee is receiving benefits. d. Each member will be afforded a maximum number of days equal to four times the number of days he/she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 90 <u>100</u> work days. A maximum of 90 <u>100</u> paid work days may be received from the bank by a member, per occurrence. Should a member of the Sick Bank exceed his/her 90 <u>100</u> days of benefits, he/she will be removed from the Bank. He/she may choose to re- 	<p>These changes add 10 days to your maximum sick leave bank benefit and clarifies and streamlines the appeal process.</p>

enroll in the Bank as detailed elsewhere in this Appendix at a later date.

e. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decisions governing eligibility of any claim.

~~2. Each application for Sick Leave Bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:~~

~~a. Two or more voting representatives may challenge the medical certification of the applicant.~~

~~b. Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board.~~

~~c. The panel doctor will examine the challenged applicant and review pertinent files and records.~~

~~d. If the panel doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the Sick Leave Bank benefits.~~

~~e. If the panel doctor disagrees with the medical certification of the applicant, the two doctors will choose a third doctor of their choice.~~

~~f. The third doctor will examine the challenged applicant and review pertinent files and records.~~

~~g. If the third doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.~~

~~h. If the third doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.~~

~~i. Other than as set forth in this subsection (2.b), no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third doctor.~~

~~j. The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third doctor will be borne by the Board. If at any time the costs of the panel and third doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this Section.~~