7-1-1982

Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1982)

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Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1982)

**Location**
Sarasota Co., FL

**Effective Date**
7-1-1982

**Expiration Date**
6-30-1985

**Number of Workers**
1150

**Employer**
School Board of Sarasota County, Florida

**Union**
Sarasota Classified/Teachers Association

**NAICS**
61

**Sector**
Local government

**Item ID**
6178-008b185f014_01

**Keywords**
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**Comments**
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CLASSIFIED
BARGAINING UNIT

AGREEMENT
between the
SARASOTA CLASSIFIED/TEACHERS ASSOCIATION
and the
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

July 1, 1982 - June 30, 1985
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>UNION RIGHTS, PRIVILEGES &amp; OBLIGATIONS</td>
<td>4</td>
</tr>
<tr>
<td>IV</td>
<td>MANAGEMENT RIGHTS</td>
<td>8</td>
</tr>
<tr>
<td>V</td>
<td>NO STRIKE PROVISION</td>
<td>12</td>
</tr>
<tr>
<td>VI</td>
<td>SALARIES</td>
<td>17</td>
</tr>
<tr>
<td>VII</td>
<td>PERSONNEL RECORDS</td>
<td>19</td>
</tr>
<tr>
<td>VIII</td>
<td>WORKDAY</td>
<td>21</td>
</tr>
<tr>
<td>IX</td>
<td>LEAVES</td>
<td>23</td>
</tr>
<tr>
<td>X</td>
<td>TRANSFERS</td>
<td>31</td>
</tr>
<tr>
<td>XI</td>
<td>REDUCTION IN FORCE</td>
<td>33</td>
</tr>
<tr>
<td>XII</td>
<td>RECALL</td>
<td>34</td>
</tr>
<tr>
<td>XIII</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>35</td>
</tr>
<tr>
<td>XIV</td>
<td>FAIR PRACTICES</td>
<td>42</td>
</tr>
<tr>
<td>XV</td>
<td>EVALUATION</td>
<td>43</td>
</tr>
<tr>
<td>XVI</td>
<td>MISCELLANEOUS</td>
<td>46</td>
</tr>
<tr>
<td>XVII</td>
<td>DURATION OF AGREEMENT</td>
<td>47</td>
</tr>
<tr>
<td>A-1</td>
<td>BARGAINING UNIT INCLUSIONS</td>
<td>A-1</td>
</tr>
<tr>
<td>A-2</td>
<td>SUPERVISORY UNIT EXCLUSIONS</td>
<td>A-4</td>
</tr>
<tr>
<td>A-3</td>
<td>MANAGERIAL UNIT EXCLUSIONS</td>
<td>A-5</td>
</tr>
<tr>
<td>A-4</td>
<td>CONFIDENTIAL UNIT EXCLUSIONS</td>
<td>A-8</td>
</tr>
<tr>
<td>B</td>
<td>SALARY SCHEDULES</td>
<td>B-1</td>
</tr>
<tr>
<td>C</td>
<td>CONDITION AND PROCEDURES FOR SICK LEAVE BANK</td>
<td>C-1</td>
</tr>
</tbody>
</table>
ARTICLE I
RECOGNITION

A. The School Board of Sarasota county, (Board) Florida recognizes the Sarasota Classified/Teachers Association (Union) as the exclusive collective bargaining representative of the appointed employees in the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RC-78-021, Certification No. 468, and described herein:

Included: All regular full and part-time, appointed, non-instructional, classified employees whose job titles are listed in Appendix "A-1" of this Agreement.

Excluded: All supervisory, managerial and confidential employees whose job titles are listed, respectively, in appendices "A-2," "A-3" and "A-4" of this Agreement, and all temporary, non-appointed, casual, instructional, and CETA employees, and all other employees employed by the Board.

B. The Union recognizes that the Superintendent is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Sections A and B of this Article.
ARTICLE II
DEFINITIONS

1 UNION - the Sarasota Classified/Teachers

2 Association

3 BOARD - the School Board of Sarasota County,

4 Florida or its designee

5 DAY - unless otherwise indicated in the

6 Agreement, a duty day of an employee

7 of the board

8 EMPLOYEE - unless otherwise indicated, a member

9 of the bargaining unit as defined in

10 Article I

11 SUPERINTENDENT - the superintendent of schools or his

12 designee(s)

13 LEAD PERSON - an employee, not included within the

14 definition of "supervisor" contained in Florida Statutes Section

15 228.041 (10) (a), who is designated by the Board, the Superintendent or an administrator to act as a lead person in directing the work of one or more employees.
ADMINISTRATOR - an employee of the Board not in the SC/TA bargaining unit, who is assigned Administrative or supervisory responsibilities and is so defined.

HE/HIS/HIM - whenever the masculine gender is used in this Agreement, it shall also include the feminine gender and vice versa.

REGULAR PART-TIME EMPLOYEE - an employee who is regularly scheduled to work fewer than twenty (20) hours per week.

FULL-TIME EMPLOYEE - an employee who is regularly scheduled to work twenty (20) or more hours per week.

PERC - the Florida Public Employees Relations Commission.
ARTICLE III
UNION RIGHTS, PRIVILEGES & OBLIGATIONS

A. PAYROLL DEDUCTIONS

1. A member of the bargaining unit, and only such a member, may present written authorization on the form approved by the Board to deduct Union dues from his salary. The rate of dues deduction may be changed annually. Any request for a change in the rate of dues deduction in excess of one per twelve month period may be granted at the discretion of the Board. Each authorization shall be effective until the earliest of the following dates: thirty (30) calendar days after written notice of revocation of said authorization by the employee to the Board and the Union; or, revocation by PERC of the Union's certification; or, suspension of dues check-off ordered by PERC or a court.

2. Dues deducted will be transmitted by the Board to the Union within fifteen (15) days following the deduction.

3. The Board's only obligations with respect to said funds are the collection and transmittal of the funds, the provision for half time deductions at the earliest opportunity, and the provision to take the tiger deduction from the 11th month check. The Union, its officers, agents and members will hold the Board, its officers and agents harmless for the cost and results of any
1 action which may be brought by any of its members, group or
2 groups of members, agencies of law, with respect to the use or
3 disposition of said funds, after they have been transmitted to
4 the Union.
5
4. The Board is prohibited from any involvement in the collection
6 of fines, penalties, or special assessments levied or attempted
7 to be levied upon its employees by the Union, its officers,
8 agents or members.
9
5. The Union will reimburse the Board for the expenses of the
10 bookkeeping, retention and transmittal of funds. Such
11 reimbursement shall be a sum of $2,000 for both classified and
12 instructional units per year for normal bookkeeping services.
13
B. INTER-SCHOOL MAIL
14 Within the guidelines of the U. S. Postal service and related
15 quasi-judicial, rulings the union shall have the right to use the
16 inter-school mail facilities and school mailboxes, so long as such
17 does not include boxes, books or other bulky material and refrains
18 from inflammatory or derogatory remarks relating to the Board, its
19 employees and agents.
20
C. UNION MEETINGS AND ACTIVITIES
21 With notification to the appropriate administrator or designee,
22 the Union and its representatives shall have the right to use school
23 buildings and Board facilities for meetings at reasonable hours.
Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations in the judgement of the principal.

C. UNION OBLIGATIONS

1. The Union, its members, agents, representatives, or any persons acting on their behalf are prohibited from:
   a. Soliciting of any public employees of the Board during working hours of any public employee who is involved in the solicitation;
   b. Distributing literature during working hours in areas where the actual work of public employees is performed. This section shall not be construed to prohibit the distribution of literature during an employee’s lunch hour or in such areas not specifically devoted to the performance of an employee’s official duties;
   c. Instigating or advocating support, in any positive manner, for an employee organization’s activities from students during classroom time.

2. The Union will not directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article. (Florida Statute Chapter 447.509).
3. Any employee who is convicted by a court or PERC of a violation of any provision of Florida Statutes Section 447.509 may be discharged or otherwise disciplined by the Board, notwithstanding the provisions of this Agreement.
ARTICLE IV
MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its own sole and exclusive discretion, in keeping with federal and state laws, on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

1. to manage the school system and exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof;

2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments;

3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education;

4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed by it necessary for the operation and/or improvement of the Sarasota County School System and to select, manage and direct management, supervisory, administrative and other personnel;

5. to set methods, means of operations and standards of services to be offered throughout the Sarasota County School System and to subcontract such operations and services to the extent deemed
practical and feasible to the board.

6. to determine hours of work, work schedules, and the starting and quitting time of employees;

7. to determine and redetermine job content;

8. to decide the number, location, design and maintenance of its schools, departments and facilities, supplies and equipment;

9. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote, and direct all employees of the Board;

10. to discharge and suspend any employees of the Board and take other disciplinary action against such employees for proper cause and to relieve such employees from duty because of lack of work or for other legitimate reasons (disputes regarding this section may be processed through the Grievance and Arbitration Procedure (Article XIII), ending at Step Three (Board));

11. to increase, reduce, change, modify or alter the composition and size of the work force;

12. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools; notice thereof shall be given the Union and the employees; compliance therewith by the
employees shall thereafter be required unless and until
rescinded or amended by the Board;

13. all other rights to manage the Sarasota County School System
which are not recited in nor expressly limited by the Agreement
are reserved to the Board;

B. Any of the rights, powers or authority the Board previously
possessed or enjoyed prior to this Agreement are retained and may be
exercised without prior notice to or consultation with the Union
except as expressly abridged, limited or modified by the written
terms of this Agreement or applicable law.

C. The Board has the sole, exclusive right to select and to direct the
managerial, supervisory, administrative personnel and any other
person not covered by this Agreement to perform any task in
connection with the operation of the Sarasota County School System,
whether or not performed by the employees within the bargaining
unit.

D. The Board hereby retains and reserves all rights, powers, duties,
authority and responsibility conferred upon and vested in it by the
laws and constitution of the State of Florida and the United States.

E. The Board, in its sole discretion, shall schedule workdays and
workweeks of employees. Nothing in Article VIII (Workday) or
elsewhere in this Agreement shall be construed as a guarantee or
limitation of the number of hours to be worked per day and/or per

week. The Board has the sole discretion to schedule and/or assign hours of work, either less or more than the regular workday and/or workweek.
ARTICLE V
NO STRIKE PROVISION

Should the strike prohibition provision of Florida Statutes Chapter 447 (Public Employees Collective Bargaining Act), as they exist on the effective date of this Agreement, remain unchanged and undiminished during the term of this Agreement, the Board's relief from a strike will be limited to its legal remedies under that statute. If the strike prohibition provisions are lessened in any manner, the Board may enforce the provisions of this Article as hereinafter stated.

A. No employee or the Union may participate in a strike against the Board by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in this Article.

B. "Strike" means: the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Board for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure
to report for work after the expiration of the Agreement and
picketing in furtherance of a work stoppage.

C. If an employee, a group of employees, the Union, or any officer,
agent, or representative of the Union, engages in a strike in
violation of this Article, the Board may file suit to enjoin the
strike in the circuit court having proper jurisdiction and proper
venue of such actions under Florida Rules of Civil Procedure and
Florida Statutes.

D. If any injunction issued pursuant to this Article to enjoin a strike
is not promptly complied with, on the application of the Board, the
circuit court will be requested to immediately initiate contempt
proceedings against those who appear to be in violation. If the
Union is found to be in contempt of court for violating an
injunction against a strike, the Board will request that the Union
be fined an amount deemed appropriate by the court. In determining
the appropriate fine, the Board will request the court to objectively
consider the extent of lost services and the particular nature and
position of the Union. In no event will the Board request the court
to issue a fine to exceed five thousand dollars ($5,000). The Board
will request that each officer, agent or representative of the Union
found to be in contempt of court for violating an injunction against
a strike, be fined not less than fifty dollars ($50) nor more than
one hundred dollars ($100) for each calendar day that the violation
is in progress.

E. The Union shall be liable for any damages which might be suffered by the Board as a result of a violation of the provisions of this Article by the Union or its representatives, officers and agents. The circuit court having jurisdiction over such actions will be requested by the Board to enforce judgments against the Union, as defined in this Article by attachment or garnishment of Union initiation fees or dues which are to be deducted or checked off by the Board. In determining the amount of damages, if any, to be awarded to the Board, the court may be requested by the Union to take into consideration any action or inaction by the Board or its agents that provoked or tended to provoke the strike by the employees. The court may be requested by the Union to also take into consideration any damages that might have been recovered by the Board under subsection G.1.c of this article.

F. If the Board after a hearing on notice determines an employee has violated this Article, it may terminate his employment. Said action may be reviewed by the circuit court. Notwithstanding any provision of law, an employee knowingly violating the provision of this Article may, subsequent to such a violation, be appointed or reappointed, employed or reemployed, as an employee, but only upon the following conditions:
1. Such employee shall be on probation for a period of six (6) months following his appointment or reappointment, during which period he shall serve without tenure. During this period, the employee may be discharged only upon a showing of just cause;

2. His compensation may in no event exceed that received by him immediately prior to the time of the violation;

3. The compensation of the employee may not be increased until after the expiration of one (1) year from such appointment or reappointment, employment or reemployment.

G. 1. If the court determines the Union has violated this Article, the Board will request the Public Employees Relations Commission (PERC), or, in its absence, the court, to:

a. suspend or revoke the certification of the Union as the bargaining agent of the employee.

b. revoke the privilege of check-off of dues deduction and collection previously granted to the Union.

c. fine the Union up to twenty thousand dollars ($20,000), for each calendar day of such violation or determine the approximate cost to the public due to each calendar day of the strike and fine the Union an amount equal to such cost, notwithstanding the fact that the fine may exceed twenty thousand dollars ($20,000) for each such calendar day. The fines so collected shall immediately accrue to the Board.
and shall be used by it to replace those services denied the public as a result of the strike. In determining the amount of damages, if any, to be awarded to the Board, the Public Employees Realtions Commission (PERC) may be requested by the Union to take into consideration any action or inaction by the Board or its agents that provoked or tended to provoke the strike by the employees.

2. The Board will request that if the Union is found by the court to be in violation of this Article, the Union shall not be certified until one (1) year from the date of final payment of any fine against it.

H. The Board or the Union may request that orders of the PERC pursuant to this Article be reviewed in the district court of appeal and may be enforced by such court.
ARTICLE VI
SALARIES

A. The 1982-83 salary schedules for employees are set forth in Appendix "B" of this Agreement. All salaries paid by the Board are in full compensation for all duties assigned to employees unless additional compensation is expressly provided therefore by the Board.

B. METHOD OF PAYMENT

Each employee will be paid bi-monthly. When a payday falls on or during a holiday, vacation or weekend, employees shall receive their paycheck on the last previous working day.

C. PAYROLL ERRORS

Errors made by the Payroll Department in the computation of regular pay will be corrected within five (5) days after notification to the Payroll Department. Errors other than in regular pay that are reported to the Payroll Department within three (3) days after receipt of pay, will be corrected in the next regular paycheck.

D. INSERVICE TRAINING POINTS

Beginning July 1, 1982, classified employees may earn inservice credit points by participating in prescribed, preplanned activities. Prior approval from the employee's administrative supervisor is required before inservice points will be certified as earned. Inservice points may not be earned during regular duty hours.
This includes sick days or when a stipend is paid.

Classified employees will be remunerated in the amount of $3.00 for each inservice salary point earned to be paid after a minimum of 9 salary points are earned.\(^1\) No classified employee shall be paid for more than 200 salary points in any one school year (July 1 thru June 30). All payments are a one time stipend and will not become part of the employee's base salary. Classified employees earning inservice salary points during a given school year will be paid at the end of that year if they have earned the minimum of 9 salary points. There will be no salary point carry-over from one school year into the next.

Regular and special meetings required to carry on the operation of the district shall not be counted for inservice points unless especially designated by the superintendent.

Classified employees affected by the inservice pay freeze for the 1981-82 school year will be paid $3.00 per point for inservice salary points earned after September 30, 1981, but prior to July 1, 1982, in blocks of 30 points minimum only. There will be no carry-over from 1981-82 into 1982-83.

\(^1\) Nine (9) points earned during a school year will yield $27.00 to the employee. Eight (8) points yields no remuneration. Up to 200 points yield that number multiplied by $3.00.
ARTICLE VII
PERSONNEL RECORDS

A. An employee, or his designee if authorized in writing, may review the contents of his permanent personnel file in the Personnel Office to the extent review is not restricted by law. The employee may receive copies, at his or the Union’s expense, of any non-restricted documents. The review shall be at a time convenient to the Personnel Office and the Personnel Office has a right to have a representative present at any review.

B. Except as otherwise provided in this Article, no separate file concerning an employee may be established or exist which is not available for the employee's inspection. Materials concerning an employee may be withheld from the file and the employee if the materials are under investigation by the administration. Upon completion of the investigation, materials shall, in the discretion of the administration, either be discarded or filed in an appropriate employee file.

C. No material may be removed from the permanent personnel file without the approval of the Board.

D. If material which the administration believes is derogatory to an employee’s conduct, service or character, is placed in an employee’s file, the employee shall be offered the opportunity to review the material. An employee may provide a written rebuttal to be attached
to any material in his file which he believes is derogatory to his conduct, service or character. If such material constitutes data supporting a recommendation for dismissal, non-renewal or reduction in rank, the contents of such material may be processed through the grievance and arbitration procedure ending at the conclusion of Step Three (Board).

E. Material submitted anonymously shall not be placed in any employee’s file.
### ARTICLE VIII
#### WORKDAY

**A.** The normal workday and workweek, excluding lunch, for full-time employees is as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>PER DAY</th>
<th>PER WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Processing (except Key Punch)</td>
<td>8 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>Key Punch Operators</td>
<td>7 1/2 hours</td>
<td>37 1/2 hours</td>
</tr>
<tr>
<td>Secretarial/Clerical</td>
<td>7 1/2 hours</td>
<td>37 1/2 hours</td>
</tr>
<tr>
<td>Food Service (except food service managers)</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Food Service Managers</td>
<td>8 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>Custodial</td>
<td>8 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>Maintenance</td>
<td>8 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>Para-professional</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Teacher Assistants</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Clerical/Monitorial Aide</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Transportation (except transportation maintenance)</td>
<td>4 hours</td>
<td>20 hours</td>
</tr>
<tr>
<td>Transportation Maintenance</td>
<td>8 hours</td>
<td>40 hours</td>
</tr>
</tbody>
</table>

**B.** Employees working seven (7) hours or more per day will be assigned an unpaid, duty-free lunch period of not less than thirty (30)
C. When the administration requires overtime work, an employee will be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours worked in excess of forty (40) hours in a week.

D. When the administration requires an employee to return to work on other than his regularly assigned shift, the employee will receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his regularly hourly rate.

D. Shift adjustments, except in the case of emergencies, will be announced 30 days beforehand. The needs of the employees will be accommodated whenever possible.
ARTICLE IX
LEAVES

A. PAID LEAVES

1. SICK LEAVE

a. SICK LEAVE DEFINED

Sick Leave shall be granted, as set forth in Section A.1.b. of this Article, for an employee's personal illness or disability. An employee shall also receive sick leave, as set forth in Section A.1.b of this Article, for the illness, disability or death of the employee's parent, brother, sister, spouse, child, grandparent, parent-in-law, sister-in-law, grandparent-in-law, brother-in-law, other close relative, or member of the employee's household, for the purpose of the employee providing care for the ill person.

b. Sick Leave Days

Each fulltime employee is entitled to one (1) day of sick leave at the end of each month of employment. The unused portion of sick leave shall accumulate from year to year to the maximum allowed by statute.

c. SICK LEAVE BANK

A sick leave bank has been established according to the conditions and procedures set forth in Appendix "C".
d. EMERGENCY AND PERSONAL LEAVE

Each employee shall be provided four (4) days each year to be used for his personal business and/or emergencies. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his immediate administrator at least one (1) day in advance, except in cases of emergency. Such personal leave shall be charged to sick leave and shall not be cumulative unless allowed by statute. Leave forms shall be available at the work site and shall be filled out upon the employee's return from such leave. "Emergency" or "Personal" leave shall be adequate explanation for such leave.

2. ILLNESS-IN-THE-LINE-OF-DUTY-LEAVE

Each employee shall be entitled to illness-in-the-line-of-duty leave with full pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu.

a. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician whichever is shorter.
b. Leaves due to the aforementioned injuries shall be authorized for a period for which the employee's physician certifies the employee's inability to work or One-hundred (100) days following the injury, whichever period is shorter.

c. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.

d. The employee may use his own accumulated sick days upon expiration of benefits under sections a and b above.

e. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

f. The employee shall endorse all checks received from workmen's compensation to the Board during this period for which benefits are received under the provisions of this Article.

g. As a prerequisite for any leave pursuant to this Article, an employee shall obtain a certificate of illness or injury from a licensed physician.

3. LEGAL COMMITMENTS AND TRANSACTIONS LEAVE

a. An employee who serves on jury duty shall not incur payroll deductions.
b. An employee who is absent because of a mandatory court/agency appearance, shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report. It shall be the employees' responsibility to remit to the school board finance department any remuneration, except transportation costs, for this court/administrative agency appearance.

c. An employee released from his jury duty or subpoena with sufficient time remaining to return to his work site to complete at least one-half of his workday shall return to his work site.

4. VACATIONS

a. All full-time employees working on a twelve-month basis shall earn vacation leave as follows:

<table>
<thead>
<tr>
<th>CONTINUOUS AND CREDITABLE SERVICE</th>
<th>VACATION LEAVE EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through sixty (60) months</td>
<td>1 day per months</td>
</tr>
<tr>
<td></td>
<td>(12 days per year)</td>
</tr>
<tr>
<td>Sixty-one (61) through one hundred twenty (120) months</td>
<td>1 1/4 days per months</td>
</tr>
<tr>
<td></td>
<td>(15 days per year)</td>
</tr>
<tr>
<td>Over one hundred twenty (120)</td>
<td>1 1/2 days per months</td>
</tr>
<tr>
<td>months</td>
<td>(18 days per year)</td>
</tr>
</tbody>
</table>

b. Vacation time may be accumulated to thirty (30) days.

Vacation days beyond the thirty (30) day accumulation which are not used within the fiscal year earned are forfeited.
The Superintendent, in his sole discretion, may waive the forfeiture. The increased vacation rate starts with the calendar month following the month the employee completes the fifth (5th) or tenth (10th) year of continuous service.

c. An employee's vacation will be scheduled by the employee's immediate administrator.

d. Upon termination of employment, the effective date of departure may be post-dated or the employee may receive payment for the unpaid vacation days.

5. Holidays

The Board will designate nine (9) regular holidays. All employees shall be provided six (6) paid holidays as designated by the Board.

B. UNPAID LEAVE

1. MATERNITY LEAVE

a. A maternity leave without pay shall be granted to an employee upon written request any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the employee and her physician. Except in case of emergency, the employee shall give written notice to the Superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin. The request for
leave shall include: a physician’s statement certifying the pregnancy; the anticipated date of birth; and the length of time the employee should be able to work. All or any portion of a leave taken by an employee because of a medical disability connected with pregnancy may, at the employee’s option, be charged to her available sick leave.

b. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either:

(1) as soon after the birth of her child as her physician in writing certifies that she is able to return, at which time the employee shall be returned to her former position; or

(2) On the first day of the next school year following the termination of pregnancy, at which time the employee shall be returned to her former position or a substantially similar position for which she is qualified, in the discretion of the Superintendent.

2. CHILD CARE LEAVE

a. A child care leave without pay, not to exceed one (1) year, shall be granted an employee upon written request to the Superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave or not later than three (3) months after the date of the adoption. An employee may request an additional
year of child care leave in writing thirty (30) calendar
days prior to the conclusion of any year already granted.
The Board, in its discretion, may grant second and
subsequent leaves.

b. Upon return from the child care leave, the employee shall be
assigned to his former position, if available, or to a
substantially similar position, for which the employee is
qualified and if such a similar position is available. If
no such position is available, the employee shall be placed
upon a preferential recall list and shall be placed in the
first open substantially similar position for which he is
qualified.

3. OTHER LEAVES

An employee requesting an unpaid leave for reasons other
than those provided in Sections 1. and 2. above shall file a
written request with his immediate administrator. The request
will be approved or denied in the discretion of the immediate
administrator. A denial may be processed through the Grievance
and Arbitration Procedure ending at Step Three (Board).

4. An employee granted an unpaid leave shall be given the
opportunity, unless restricted by insurance contracts with the
Board, to continue insurance in existing school programs during
the leave, provided that the premiums for such insurance
programs shall be paid by the employee on a monthly basis in
advance of the month due.

5. An employee shall be granted a leave of absence credit in his
respective retirement system to the extent and in the manner
provided by statute. It shall be the sole responsibility of the
employee to make arrangements to obtain such credit.
ARTICLE X
TRANSFERS

A. VOLUNTARY TRANSFERS

1. An employee desiring a transfer may make application provided he has the qualifications for the position sought.

2. The employee shall file a written request on a form available to him at the Personnel Office stating the position desired.

3. Before new personnel are hired for vacant positions, qualified personnel who have expressed desire for transfer to such position shall be given preference, all other factors being equal.

4. An unsuccessful applicant who is more senior than a person who is placed in a vacant position shall, upon written request, be given a post interview conference.

B. INVOLUNTARY TRANSFERS

If the Board, in exercising its right to determine the number and nature of the positions in transfer School System, takes action to involuntarily transfer employees within particular job classifications, the following provisions shall apply:

1. Voluntary transfers appropriate to the circumstances will be made before involuntary transfers.

2. The employee with the least amount of continuing service in the Sarasota County School System shall be involuntarily transferred.
1 unless the administration determines he has skills or
2 qualifications not possessed by a more senior employee.
3 3. Disputes regarding this section are subject to the grievance
4 procedure (Article XIII) ending at Step 3 (Board).
ARTICLE XI
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
provision shall apply:

1. The employee with the least amount of continuing service in the
   Sarasota County School System shall be laid off unless the
   administration determines he has needed skills or qualifications
   not possessed by a more senior employee.
ARTICLE XII
RECALL

Laid off employees shall be recalled to their job classification in inverse order of layoff.

A laid off employee will be given ten (10) calendar days notice of recall by registered or certified mail. A laid off employee shall inform the Board in writing of his acceptance or rejection of recall within ten (10) calendar days of receipt of the registered or certified letter or within twenty (20) calendar days of the mailing of the notice, whichever is earlier. In the event the employee does not respond within the timeline, the Board is released from recall obligations and the employee will be deemed to have voluntarily resigned from employment by the Board.

Employees will be on layoff for a period not to exceed one (1) year from date of layoff or until recalled or recall is declined, whichever is sooner.

Disputes regarding this section are subject to the grievance procedure (Article XIII) ending at Step 3 (Board).
ARTICLE XIII
GRIEVANCE AND ARBITRATION PROCEDURE

A. DEFINITIONS

1. The "grievant" is an employee, a group of employees or the Union filing a grievance. The Union may act as the grievant only in grievances arising out of those article(s) expressly setting forth Union rights.

2. "Grievance" is an allegation by the grievant that he has been affected by a misinterpretation or misapplication of a specific written term(s) of the Agreement. A grievance may be processed through step 4 of this Article.

3. A claim by the grievant alleging the violation of an adopted Board rule or Administrative Regulation may be processed through the procedures set forth in this Article ending at the conclusion of step 3.

4. A claim by the grievant alleging an inequitable or unfair treatment of the grievant may be processed through the procedures set forth in this Article ending at the conclusion of step 3.

B. PROCEDURE

1. INFORMAL STEP

The grievant and/or his representatives shall request a meeting to discuss a grievance with the administrator allegedly
causing the grievance, or his designee, with the objective of
adjusting the grievance informally. Said request shall be made
to the administrator involved no later than ten (10) days after
the grievance first occurred or knowledge should reasonably be
had thereof by the grievant. A meeting under this step shall
take place within five (5) days after such a request. If the
grievant is not satisfied with the disposition of the grievance,
the grievance may be taken to Step 1 of the formal procedure.

2. FORMAL STEPS

a. STEP ONE

The grievant shall present the grievance on the adopted
form to the administrator involved no later than five (5)
days after the informal meeting or, in the absence of such
meeting, no later than ten (10) days after the request for a
meeting was made. The administrator or his designee shall
submit a written response on the adopted forms within five
(5) days after submission of the grievance.

b. STEP TWO

If the grievant is not satisfied with the disposition of
the grievance in Step One, he may submit it on the adopted
form to the Superintendent within eight (8) days of the
written response in Step One. The Superintendent shall
submit a written response on the adopted form within eight
(8) days after submission of the grievance in this step.

c. STEP THREE

If the grievant is not satisfied with the disposition of the grievance in Step Two, he may submit it on the adopted form to the Board within eight (8) days of the written response in Step Two. After submission of the grievance in this step, a hearing before the Board shall be held at its next legally convened regular or special meeting, but in no event later than fifteen (15) days. Each party shall have the right to present such witnesses and relevant evidence as it deems necessary. If the Board does not render a decision at such a hearing, a decision must be rendered no later than ten (10) days following the hearing.

d. STEP FOUR

If the grievant is not satisfied with the disposition of the grievance in Step Three, he may submit it to the American Arbitration Union (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made within fifteen (15) days after the decision in Step Three.

C. RULES

1. Grievances submitted which do not contain information required on the adopted form will be returned to the grievant who shall,
within five (5) days, resubmit the written grievance with the required information. Failure to timely submit the grievance with the required information shall result in the grievance being considered inappropriate and being declared null and void, and dismissed.

2. A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant’s representative is not present. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

   a. the adjustment is not inconsistent with the terms of this Agreement; and

   b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

3. At any step in the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten (10) days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.
4. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.

5. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration, nor to proceed in contravention of the limitations upon his powers as expressed in Section 3.D hereof.

6. Should either party request a transcript of the proceedings, that party will bear the full costs for that transcript. Should both parties order transcripts, the cost thereof will be divided equally between the parties.

7. Step One and/or Step Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to the next step.

8. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his participation or non-participation in the procedures set forth in this Article.
9. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Union (AAA) will be divided equally between the parties.

10. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file.

11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article VII, section A. (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations. Such privileged information is specifically excluded from the provisions contained in Article IV, Section 1 (Union Rights, Privileges and Obligations - Employer Information).

12. Except as provided in Section C.3 hereof, the time limits contained herein are absolute. The failure of the grievant to file a grievance timely or to appeal it timely to subsequent steps is a waiver of the grievance. At any step in the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance.
13. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, Department of Education Regulations or Board Policies shall be void at that level but may be carried to Step Three and, if appropriate, Step Four. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

14. ELECTION OF FORUM (Nonduplication of Remedies)

The commencing of legal proceedings against the Board in a court of law or equity, or before the Public Employees Relations Commission, or any other administrative agency, by an employee, employees or the Union for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.
ARTICLE XIV
FAIR PRACTICES

There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, religious and political belief, or religious and political activities outside the school day and school premises.

Neither the Board nor the Union shall discriminate against employees because of membership or nonmembership in the Union.
ARTICLE XV
EVALUATION

A. AUTHORITY TO EVALUATE

Formal evaluations of classified employees shall be completed and
signed by persons(s) who are designated as managerial under the
excluded section of Article I of this agreement.

B. FREQUENCY

Employees upon completion of their probationary period shall
normally be evaluated once each year.

C. PROCEDURE

All evaluations of the work performance of employees shall be
conducted with knowledge of the employee being evaluated.

D. PROBATIONARY EMPLOYEES

1. All employees shall serve a six (6) month probationary period
before becoming regular employees. During the probationary
period, employees may be terminated with or without cause.

2. During the six calendar months probationary period employees who
are recommended for termination will not have the rights of
appeal nor may they require any written explanation.

3. Rights of appeal or grievance set forth in the agreement shall
be reserved for those employees who have completed their six
calendar month probationary period.
4. Probationary employees may not file grievances concerning their evaluations. Non-probationary employees may file grievances concerning their evaluations. Such grievances shall be limited to level three (Board) of the grievance procedure.

E. REPORTS OF EVALUATION

1. Evaluation reports shall be written on the adopted form.
2. When work performance deficiencies are alleged by an appropriate evaluator which could lead to discipline, denial of advancement or a recommendation for dismissal or non-renewal of contract, the employee may request specific assistance in correcting the deficiency, etc.

F. Upon a timely request an employee shall be offered a conference with the evaluator.

G. An employee may not decline to sign a completed evaluation form provided. This signature does not mean agreement with the content but is a record that the employee has in fact seen the evaluation.
1. An employee may write a rebuttal to the evaluation. This will be attached to the evaluation and filed.
2. An employee shall not be requested, or required, to sign a blank or incomplete evaluation form.

H. Whenever an employee is requested to appear before a Supervisor, principal, superintendent, or the school board for the purpose of discussing matters that could lead to discipline, discharge or
I. Disciplines, dismissal or non-renewal of contract of non-probationary employees shall be for just cause. Except in cases that constitute a real and immediate danger to the district, progressive discipline shall be applied as follows.

1. Verbal reprimand - (with notation of action placed in the site file)
2. Written reprimand.
3. Suspension with or without pay.
4. Suspension without pay.
5. Dismissal.
ARTICLE XVI
MISCELLANEOUS

A. This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

B. If any provision of this Agreement is declared illegal, invalid or unenforceable by a court or PERC, or is inconsistent with applicable law, all other provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the illegal, invalid or unenforceable provision.

C. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance procedures.

D. The school calendar will be adopted by the Board, provided that, before adopting the calendar, the Board will consider the requests of the Union.

E. The Board will provide terminal pay to an employee at normal retirement or to his beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death; multiplied by seventy-five percent (75%) the total number of the employee's accumulated sick leave days, during 1982-83, and one-hundred percent (100%) of the employee's accumulated leave days during 1983-84, unless changed by future negotiations or law.
ARTICLE XVII
DURATION OF AGREEMENT

A. Except as hereafter provided, this Agreement shall be effective as of July 1, 1982, and shall continue in effect until June 30, 1985. This Agreement may be extended by mutual written agreement.

B. This Agreement may not be assigned by either party.

C. Prior to July 1, 1983, but not earlier than May 1, 1983, either party may reopen this Agreement for negotiation of salaries and fringe benefits for the 1983-84 school year and for the implementation of the Position Classification and Pay Plan Relating to Classified Positions of Para professionals, teacher assistants and clerical/monitorial aids.

IN CONSIDERATION OF THE MUTUAL COVENANTS, THIS AGREEMENT MADE AND ENTERED INTO THIS 1st DAY OF JULY, 1982 BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

President, Sarasota Classified/Teachers Association, Inc.

Chairman of the School Board of Sarasota County, Florida

Executive Director, Sarasota Classified/Teachers Association, Inc.

Superintendent of Schools
APPENDIX A-1
BARGAINING UNIT INCLUSIONS

1. Clerical/Monitorial Aide
2. Teacher Assistant
3. Paraprofessional
4. Clerk Typist
5. Receptionist
6. Switchboard Operator
7. Guidance Secretary
8. Registrar/Attendance
9. Secretary/(School)
10. Secretary/Bookkeeper
11. Secretary to Manager of Property Records
12. Secretary to Supervisor
13. Production Clerk
14. Bookkeeper II
15. Property Records Clerk
16. Accountant I
17. Accountant II
18. Secretary to Director
19. Comptroller, Food Service
20. Invoice Bookkeeper
21. Food Service S1 - S7
22. Food Purchaser
23. Library/Media Technician
24. Audio Visual Booking Clerk
25. Junior Console Operator
26. Senior Console Operator
27. Junior Programmer
<table>
<thead>
<tr>
<th></th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.</td>
<td>Senior Programmer</td>
</tr>
<tr>
<td>29.</td>
<td>Lead Operator</td>
</tr>
<tr>
<td>30.</td>
<td>Key Punch Operator I &amp; II</td>
</tr>
<tr>
<td>31.</td>
<td>Edit and Control Clerk</td>
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<tr>
<td>32.</td>
<td>Operations Manager</td>
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<td>33.</td>
<td>Supervisor of Programming</td>
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<td>34.</td>
<td>Maintenance/Semi-Skilled</td>
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<tr>
<td>35.</td>
<td>Trades-Skilled</td>
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<td>36.</td>
<td>Chief Mechanic</td>
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<td>37.</td>
<td>Warehouse Stock Clerk</td>
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<tr>
<td>38.</td>
<td>Deliveryman</td>
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<td>Supervising Foreman</td>
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<td>Custodian</td>
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<td>Foreman</td>
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A-2
APPENDIX A-2
SUPERVISORY UNIT EXCLUSIONS

1. Warehouse Specialist, Purchasing
2. Supervisor, Facilities Planning
3. Long Range Facilities Planner
4. Systems Analyst
5. Supervisor of Inspection
6. Warehouse Specialist, Operations
7. Director of Research and Evaluation
8. Supervisor of Preventive Maintenance
9. Supervisor of Cooperative Education Programs
10. Staff Architect
APPENDIX A-3
MANAGERIAL UNIT EXCLUSIONS

1. Superintendent
2. Deputy Superintendent
3. Associate Superintendent for Instruction
4. Director of Elementary Schools
5. Director of Vocational Education
6. Coordinator of Food Service
7. Director of Purchasing
8. Director of Operations
9. Director of Secondary Schools
10. Supervisor of Maintenance
11. Supervisor of Transportation
12. Supervisor of Facilities Planning
13. Director of Data Processing
14. Director of Finance
15. Manager, Instructional Materials
16. Coordinator of Employee Relations
17. Payroll Service Manager
18. Director of Personnel
19. Director of Special Projects, MIS and Legislative Research
20. Manager, Property Records
21. Assistant Director of Finance
22. Accounting Manager
23. Supervisor of Mathematics
24. Supervisor, Drug Education
25. Supervisor of Reading/Language Arts
26. Supervisor, Health Education
27. Supervisor, Curriculum and Instructional Services
28. Assistant Director, Exceptional Student Education
29. Coordinator, Media and Instructional Materials Services
30. Supervisor of Migrant Child Education
31. Early Childhood Specialist
32. Director, Staff Development and Teacher Education Center
33. Director, Exceptional Student Education
34. Director of Special State Programs and Federal Projects
35. R.E.C.I.P.E. Project Manager
36. Director, Diagnostician, FDLRS
37. Principal
38. Assistant Director, Data Processing
39. Financial Manager
40. Director of Curriculum
41. Supervisor, Compensatory Education
42. Director, P.A.L.S. Program
43. Supervisor, Student Information and Services
44. Supervisor, Career Education and Guidance Services
45. Assistant Principal
46. Director, Vocational-Technical Center
47. Program Director, Vocational-Technical Center
APPENDIX A-4
CONFIDENTIAL UNIT EXCLUSIONS

1. Production Manager
2. Information and Communications Officer
3. Secretary to Superintendent
4. Secretary to Deputy Superintendent
5. Personnel Specialist
6. Secretary to Director of Administrative Services
7. Secretary to Associate Superintendent for Instruction
8. Secretary to Director of Elementary Schools
9. Secretary to Director of Vocational Education
10. Secretary to School Principal
11. Secretary to Director of Secondary Schools
12. Assistant to the Director of Purchasing
13. Assistant Director of Operations
14. Secretary to the Director of Operations
15. Secretary to Director of Personnel
16. Position Control Specialist
17. Manager, Library Media Services
18. Audio-Visual Specialist
19. Senior Route Coordinator
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<tr>
<th>Years</th>
<th>Exp</th>
<th>Group V2</th>
<th>Group V3</th>
<th>Group V4</th>
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Group V2 - School Secretarial Clerical: secretaries, registrar-attendance, guidance
Group V3 - Staff Secretary I: secretaries to supervisors, secretary-bookkeepers, production clerks
Group V4 - Staff Secretary II: secretaries to principals, bookkeeper II, bookkeeping machine operators, accountant I
Group V5 - Staff Secretary III: secretaries to assistant superintendents, secretaries to administrative assistants, accountants II, secretaries to directors, property records clerk, food purchaser
Group V6 - Staff Secretary IV: administrative secretary to superintendent and Board

IMPLEMENTATION: Maximum initial placement is step 3
Working hours: 37 1/2 per week
Substitute pay: $3.80-3.90 per hour as approved by Director of Personnel

CUSTODIAL DIVISION, FACILITIES DEPARTMENT

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<th>W3 2nd Custodian</th>
<th>W4 2nd Custodian</th>
<th>W5 2nd Custodian</th>
<th>W6 2nd Custodian</th>
<th>W7 76-up Plant Engineer</th>
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<td>940.00</td>
<td>983.00</td>
<td>961.00</td>
<td>1006.00</td>
<td>983.00</td>
</tr>
<tr>
<td>2-3</td>
<td>2</td>
<td>919.00</td>
<td>962.00</td>
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<td>1017.00</td>
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<td>4-5</td>
<td>3</td>
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<td>1057.00</td>
<td>1107.00</td>
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<td>1130.00</td>
<td>1100.00</td>
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<tr>
<td></td>
<td>5</td>
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<td>1089.00</td>
<td>1140.00</td>
<td>1121.00</td>
<td>1173.00</td>
<td>1143.00</td>
</tr>
</tbody>
</table>

2nd Shift Custodians begin work at 12:00 p.m.
Working Hours: 40 hours per week. Ten percent additional pay for 10:00 p.m. to 6:30 a.m. schedule
Uniforms: Three uniforms furnished and other special apparel if required
Late Shift Lead Custodians: An additional $10.00 per month will be paid to late shift lead custodians

B-1
MAINTENANCE DIVISION, FACILITIES DEPARTMENT

<table>
<thead>
<tr>
<th>3rd Class</th>
<th>2nd Class</th>
<th>1st Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 1</td>
<td>854.00</td>
<td>1025.00</td>
</tr>
<tr>
<td>STEP 2</td>
<td>940.00</td>
<td>1025.00</td>
</tr>
<tr>
<td>STEP 3</td>
<td>1025.00</td>
<td>1271.00</td>
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</tbody>
</table>

Advancement: from one step to the next is based upon better than satisfactory performance and recommendation of the next higher-rated employee on the organizational chart.

Working Hours: 40 hours per week. Minimum of 2 hours pay at time and one half if called back to work after regular hours.

Tool Allowance: $100 allowance paid once annually to maintenance employees certified as eligible by Supervisor of the Maintenance Division.

Uniforms: Three uniforms furnished and other special apparel if required.

IMPLEMENTATION:

1. One step on the salary schedule will be granted for each year of full time service rendered under contract in Sarasota County as a director, supervisor, principal, dean or specialist.

2. One step will be granted, up to a maximum of five steps, for each four years of full time teaching experience either inside or outside the Sarasota County school system.

3. One step will be granted, up to a maximum of five steps, for each year of experience under contract in any accredited educational institution outside Sarasota County as a director, supervisor, principal, dean, specialist, college professor in an appropriate position or other similar positions which may be called by different names.

4. When a person advances from a teaching position to an administrative or supervisory position or from one administrative or supervisory position to another, he will be placed on the new schedule according to his preparation and experience. One step on the salary schedule will be granted, up to a maximum of five (5) steps, for each year of experience in a lesser administrative or supervisory position or in an appropriate college position either inside or outside of the Sarasota County School System.

5. In the event the above factors do not qualify the person for an increase in salary, he will be placed on the new position which has a daily rate of pay two steps above the daily rate of pay nearest above the daily rate of pay he would receive were he to continue in the lesser position.

6. Full time service for one day more than half of the contractual period for a position held may be counted as a year of service.

7. The increase for an administrator or supervisor may be withheld above step six (6) by official action of the School Board in a regular or special meeting, based upon the recommendation of the Superintendent that the administrator's service has been less than satisfactory for the previous year. Such a recommendation shall be based upon the criteria and procedures defined in the official Board policy on the evaluation of instruction.

8. Salaries shown, except for Group R-4 and R-3, are based upon eleven month contract (220 days).

9. To convert from eleven (11) months to a twelve (12) months contract, add 1/11.
# DATA PROCESSING DEPARTMENT

## Years Exp.

<table>
<thead>
<tr>
<th>Year</th>
<th>Exp.</th>
<th>U1 Key Punch Operator I</th>
<th>U2 Key Punch Operator II</th>
<th>U3 Jr. Console Operator</th>
<th>U4 Edit &amp; Control</th>
<th>U5 Sr. Console Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
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<td>684.00</td>
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<td>726.00</td>
<td>748.00</td>
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<tr>
<td></td>
<td>4-5</td>
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<td>897.00</td>
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## Years Exp.

<table>
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<tr>
<th></th>
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<td>1431.25</td>
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<td>1666.25</td>
<td>1751.67</td>
<td>1826.42</td>
<td>1933.25</td>
</tr>
</tbody>
</table>

**Working Hours:**
Groups U1 and U2 work 37 1/2 hours per week. All other groups work 40 hours per week or as necessary to accomplish the job. Five percent additional pay for 3:30 p.m. to 12 midnight shift. Ten percent additional pay for 11:30 p.m. to 8:00 a.m. shift.
## TRANSPORTATION EMPLOYEES

<table>
<thead>
<tr>
<th>Years Exp</th>
<th>T1 Driver</th>
<th>T2 Driver Trainer</th>
<th>T3 Route Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>STEP</td>
<td>MONTHLY</td>
<td>MONTHLY</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
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<td>3</td>
<td>449.00</td>
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<td>4</td>
<td>4</td>
<td>474.00</td>
<td>993.00</td>
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</tr>
<tr>
<td>11</td>
<td>11</td>
<td></td>
<td>1154.00</td>
</tr>
</tbody>
</table>

1. **Health examinations** are required at the beginning of employment; annually thereafter.

2. **Chauffeur’s license** is required of all bus drivers at beginning of employment, to be reimbursed by the School Board after three months continuous employment.

3. **Work Year:** 12 months for Route Coordinator. August through close of school for Drivers. 180 driving days plus one week of safety school.

4. **Working Hours:** 20 hours minimum per week for bus drivers of regular routes (T1)
   40 hours minimum per week for driver trainer and route coordinator (T2 and T3)

5. Maximum initial placement is step 3.
This schedule is applicable until mutual resolution of a dispute filed by THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA SCTA on December 16, 1982.

TEACHER AIDE CLASSIFICATION AND SALARY SCHEDULE
1982-83 SCHOOL YEAR

<table>
<thead>
<tr>
<th>STEP</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
<td>3.84</td>
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<td>9</td>
<td>5.86</td>
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<td>6.95</td>
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WORKDAY

<table>
<thead>
<tr>
<th></th>
<th>Per Day</th>
<th>Per Week</th>
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</thead>
<tbody>
<tr>
<td>Para-Professional</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Teacher Assistant</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
<tr>
<td>Clerical/Monitorial Aides</td>
<td>7 hours</td>
<td>35 hours</td>
</tr>
</tbody>
</table>

The workday for para-professionals and teacher assistants will correspond with the teacher duty day and will include such components as planning, in-service, meetings, conferences and the like. It is recognized that there will be slight variations in the duty day from building to building for para-professionals and teacher assistants only.

The work year for para-professionals, teacher assistants and all aides will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>190 days + 6 holidays = 196 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Para-Professional</td>
<td>190 days + 6 holidays = 196 days</td>
</tr>
<tr>
<td>Teacher Assistants</td>
<td>190 days + 6 holidays = 196 days</td>
</tr>
<tr>
<td>Clerical/Monitorial Aides</td>
<td>190 days + 6 holidays = 196 days</td>
</tr>
</tbody>
</table>

Holidays are:

- Labor Day = 1
- Thanksgiving = 2
- President's Day = 1
- Good Friday = 1
- Memorial Day = 1

Total = 6

3. CLASS I - PARA-PROFESSIONALS

Must have associate degree or equivalent related to youth activities. Performs routine tasks in assisting certified staff members under the direction of the teacher. The para-professional is in contact with students 90% of the time. Performs specialized duties in the operation or preparation of resource materials and equipment. Limited to steps 4 through 13 on salary schedule based on verified experience and/or training.

CLASS II - TEACHER ASSISTANTS

Performs tasks assisting certified staff members. This position requires direction by the teacher, as teacher assistant is not directly responsible for the students. Majority of time is spent with students in learning environment under direct supervision of a certified staff member. Limited to steps 1 through 8 on salary schedule based on verified experience and/or training.

CLASS III - CLERICAL/MONITORIAL AIDES

95% of time spent in office with certified staff member, not with students. Must be a high school graduate or GED equivalent. Supervisor is certified staff member. Performs duties other than in the classroom. Requires little writing or recording skills. Used mostly in patrolling cafeteria, corridors, grounds, etc. Must have skills in dealing with students. Limited to steps 1 through 4 on salary schedule, based on verified experience and/or training.
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ADMINISTRATIVE-SUPERVISORY-MANAGERIAL SALARY SCHEDULE
1982 - 1983

(11-month salaries - add 1/11 for 12-month salaries)

<table>
<thead>
<tr>
<th>GROUP</th>
<th>LEVEL I</th>
<th>LEVEL II</th>
<th>LEVEL III</th>
</tr>
</thead>
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<tr>
<td>A-1</td>
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<td>$36,061.00</td>
<td>$37,749.00</td>
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<tr>
<td>1</td>
<td>31,417.00</td>
<td>32,987.00</td>
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<tr>
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<td>30,140.00</td>
<td>31,647.00</td>
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<tr>
<td>3</td>
<td>28,096.00</td>
<td>29,501.00</td>
<td>30,906.00</td>
</tr>
<tr>
<td>4</td>
<td>25,542.00</td>
<td>26,819.00</td>
<td>28,096.00</td>
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<td>22,988.00</td>
<td>24,137.00</td>
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<tr>
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<td>19,157.00</td>
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<td>21,072.00</td>
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<td>7</td>
<td>16,602.00</td>
<td>17,432.00</td>
<td>18,262.00</td>
</tr>
<tr>
<td>8</td>
<td>15,325.00</td>
<td>16,092.00</td>
<td>16,858.00</td>
</tr>
</tbody>
</table>

1. Longevity will be granted for continuous and uninterrupted service within the unit in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Ten Years</th>
<th>Fifteen Years</th>
<th>Twenty Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500 payment to begin with eleventh year of service</td>
<td>$500 payment to begin with sixteenth year of service</td>
<td>$500 payment to begin with twenty-first year of service</td>
</tr>
</tbody>
</table>

2. At least thirty (30) semester hours beyond the masters earned at an accredited institution will add a pay supplement of $580.50. An earned Ph. D. or Ed. D. from an accredited institution will add a total supplement of $1,161.00. (NOTE: People hired to fill any new or vacant position on this salary schedule will be paid this supplement only if the 30 hours or the doctoral degree are in subjects related to their job responsibilities. An employee may appeal any denial of supplement to the superintendent.)

3. All persons hired from within and without the school district will enter at the appropriate level as determined by background and experience and recommended by the superintendent, as guided by board policy.

4. An annual adjustment in salary shall be made equal to the percent increase granted other employee groups.

5. Fringe benefits shall be those in existence in 1982-83 and as added to for all other employee groups.

6. Where additional training is required or requested by the school board or one of its appropriate agents, because of changes in responsibilities, the school board will assume costs of tuition, materials, and necessary travel and per diem. Should training occur during days beyond the contract period, the school board will pay the individual at his regular daily rate or provide for compensatory time off at a time reasonably convenient to the employee. (This does not apply to education which might result in a pay supplement.)
General Guidelines for Classification by Group

GROUP A1
A. District-wide responsibility for essential/critical programs, staff, and/or services
B. Reports directly to Deputy Superintendent or Associate Superintendent
C. Requires advanced and diverse educational, technical, and strong managerial skills
D. A decision maker at a high level
E. Frequently required to make presentations to School Board in area of expertise
F. Initiates and formulates policy
G. Requires leadership skills with reference to personnel decisions
H. Instrumental in initiating/recommending significant program changes
I. Twelve-month position

GROUP 1
A. District wide direct line responsibility for essential/critical programs, staff, and/or services
B. Reports to Associate Superintendent
C. Requires advanced and diverse educational, technical, and/managerial skills
D. Routinely required to make presentations to School Board on a broad range of subjects
E. Formulates policy
F. Twelve-month position

GROUP 2
A. District-wide responsibility for essential support programs, staff, and/or services
B. Reports to Associate Superintendent or Group 1 administrator
C. Requires advanced specialized educational, technical, and/or managerial skills
D. Occasionally required to make presentations to School Board on a broad range of subjects
E. Formulates policy
F. Twelve-month position

GROUP 3
A. Substantial program administrative/coordinative/supervisory responsibilities
B. Reports to Associate Superintendent or Group 1 administrator
C. Requires advanced specialized educational, technical, and/or managerial skills
D. Occasionally required to make presentations to School Board on a broad range of subjects
E. Formulates or assists in formulation of policy
F. Eleven or twelve-month position

GROUP 4
A. Major responsibilities for smaller sized programs, staffs, and/or services
B. Reports to Group 1 or 2 administrator
C. Requires specialized educational, technical, and/or managerial skills
D. Occasionally required to make presentations to School Board on a narrow range of subjects
E. Assists in formulation of policy
F. Eleven or twelve-month position

GROUP 5
A. Intermediate responsibilities for smaller sized programs, staffs, and/or services
B. Requires specialized educational, technical, and/or managerial skills
C. Might be required to make presentations to School Board on a narrow range of subjects
D. May assist in formulation of policy
E. Eleven or twelve-month position

GROUP 6
A. Limited responsibilities for smaller sized programs, staffs, and/or services
B. Requires specialized educational, technical, and/or managerial skills
C. Eleven or twelve-month position

GROUPS 7 and 8
Specialists in restricted functional areas. Positions may require limited supervisory responsibilities, specialized training, and/or prior practical experience. Determination as between groups will be made at appropriate supervisory level, based upon extent to which the foregoing applies to position under consideration. Positions in both groups are eleven or twelve months.

*Positions are to be classified into the group in which there is the greatest match between job requirements and general guidelines. In those cases where the requirements of a position do not clearly fall into a specific Group, placement will be recommended by the appropriate administrative personnel for approval by the School Board. A position's title is not to be used as a basis for determining proper classification or reclassification.
### 1982-83 SCHOOL YEAR

<table>
<thead>
<tr>
<th>STEP</th>
<th>DAILY RATE</th>
<th>HOURLY RATE</th>
</tr>
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</tr>
<tr>
<td>13</td>
<td>54.86</td>
<td>7.84</td>
</tr>
</tbody>
</table>

1. Verified experience or 9 months or more related experience is equivalent to 1 year for initial placement on the salary schedule.

2. One school year (2 semesters or 3 quarters) of verified post high school credit is equivalent to 1 year for initial placement on the salary schedule.

3. Daily rate × number of days to be worked = yearly salary; Yearly salary ÷ number of months worked = monthly rate. Half monthly rate paid on 15th of month; Half monthly rate paid on 30th or 31st of month.

4. Aides in Group I and II type classification are limited to initial placement with maximum step 3 as shown below:

<table>
<thead>
<tr>
<th>Years Experience</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>1</td>
</tr>
<tr>
<td>2-3</td>
<td>2</td>
</tr>
<tr>
<td>4-5</td>
<td>3</td>
</tr>
</tbody>
</table>

*Denotes those aides hired prior to implementation of 1982/83 negotiated contract.
School Board of Sarasota County, Florida

FOOD SERVICE SALARY SCHEDULE SCHOOL YEAR 1982-83

FOOD SERVICE PERSONNEL

EXPERIENCE INCREMENTS
After one year's satisfactory service, full time and part time employees may advance to the next step on the recommendation of the Manager, the Principal, and the County Coordinator, based upon the quality of service rendered.

HOURLY RATE
The hourly rate is $3.88. Employees may continue at this rate, or be appointed at a monthly salary, based on the number of hours worked regularly each day.

SUBSTITUTE SALARY
Substitute salaries are based on the number of hours worked at a rate of $3.67 an hour. Substitute pay for a former food service employee may conform to the salary schedule for the job performed, based on the experience and training of the individual.

FOOD SERVICE ASSISTANTS
MONTHLY SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>GROUP S-1</th>
<th>GROUP S-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>528.30</td>
<td>557.10</td>
</tr>
<tr>
<td>2</td>
<td>538.20</td>
<td>567.00</td>
</tr>
<tr>
<td>3</td>
<td>548.10</td>
<td>576.90</td>
</tr>
<tr>
<td>4</td>
<td>557.10</td>
<td>586.80</td>
</tr>
<tr>
<td>5</td>
<td>567.00</td>
<td>595.80</td>
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</table>

GROUP S-1
Group I food service assistants are engaged in general kitchen duties. The majority of employees are in this category.

GROUP S-2
Group II food service assistants have the responsibility for directing the work of one or more other employees. Qualifications for this category include the successful completion of:

a. Foundations of Quantity Food Preparation and Service
b. Quantity Foods
c. Completion of one of the above courses with written consent from the assistant's manager and the County Food Service Coordinator.

PAY PERIOD
Salary payment is based on 180 school days per year.

SATELLITE MANAGER

SATELLITE MANAGER — PAY PERIOD
The Satellite Manager will work 180 school days. The last check may have up to 5 additional days pay for work beyond the 180 days.

QUALIFICATIONS
1. Quantity Food Production and Foundations of Food Service.
2. High school diploma, or equivalent, and two (2) years of Food Service experience.

Exceptions to the above must be in writing and approved by the Food Service Coordinator.
ASSISTANT MANAGER
MONTHLY SALARY SCHEDULE 1982 - 83 SCHOOL YEAR

ASSISTANT MANAGER — PAY PERIOD
The Assistant Manager will work 180 school days.

QUALIFICATIONS
1. Quantity Food Production.
2. Foundations of Food Service.
3. High school diploma or equivalent.
4. Two years of food service experience.

Exceptions to the above must be in writing and approved by the Food Service Coordinator.

MANAGER

<table>
<thead>
<tr>
<th>STEP</th>
<th>8 500 MEALS</th>
<th>501-900 MEALS</th>
<th>901+ UP MEALS</th>
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<td>882.55</td>
<td>923.40</td>
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<td>2</td>
<td>852.15</td>
<td>903.45</td>
<td>943.35</td>
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</table>

SALARY CATEGORY
The salary category is determined by calculating the average number of lunches served daily (student and adult) through April of the previous school year. Adjustments due to changes in enrollment, or participation, may be made if necessary.

PAY PERIOD
Managers are appointed for a period of 9½ months (180 school days, plus 10 days). The 10 additional days may include opening and closing school and in-service training.

QUALIFICATIONS
1. Quantity Food Production.
2. Foundations of Food Service.
3. High School diploma or equivalent.
4. Two years experience in Food Service.

Exceptions to the above must be in writing and approved by the Food Service Coordinator.
CONDITION AND PROCEDURES
FOR SICK LEAVE BANK

1. MEMBERSHIP

An employee, having been employed by the Board for at least one (1) year and having at least ten (10) days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (eleventh) sick leave day to the bank prior to October 31, 1982, 1983, and 1984 respectively. Each employee may not contribute more than one (1) sick leave day, except as hereafter provided. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

2. DURATION AND REPLENISHMENT

a. The sick leave bank will remain in existence until June 30, 1985, or mutually extended.

b. When the number of unused sick leave days in the bank is reduced to thirty percent (30%) of the number of members of the bank, the bank will be replenished in the following manner:

(1) During the two (2) month period following the date when the bank reaches the thirty percent (30%) point, each member will decide whether to continue as a member of the bank.

(2) A member who chooses to no longer participate in the bank will not be able to withdraw any sick leave already
contributed to the bank.

(3) A member who chooses to continue participating in the bank will contribute one-half (1/2) day of accrued sick leave to the bank.

(4) A member drawing from the bank or in the twenty (20) day waiting period, as hereafter provided, at the time the bank reaches the thirty percent (30%) point, may choose to continue participating in the bank by contributing the next one-half (1/2) day of accrued sick leave to the bank, regardless of whether or not it is earned within the two (2) month period set forth in subsection 2.b (1) above.

3. ADMINISTRATION

a. The sick leave bank will be administered by the Personnel Department. Forms may be obtained by participating employees from the Personnel Office.

b. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection 4.b.

c. The committee will be composed of two (2) voting representatives appointed by the Superintendent, two (2) voting representatives appointed by the Union, and one (1) ex officio representative appointed by the Superintendent who will act as chairman of the committee.
4. BENEFITS

a. 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), the member shall receive paid leave from the bank in the following manner:

(1) All accumulated sick leave of the member must first be expended.

(2) Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty continuous work days. However, the member may choose to use accrued vacation days as part of the twenty (20) day period.

(3) 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.

(4) A maximum of ninety (90) paid work days may be received from the bank by a member.

b. Each application for sick leave bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:

(1) Two (2) or more voting representatives may challenge the medical certification of the applicant.

(2) Upon challenge, the committee chairman will randomly choose
(3) The panel doctor will examine the challenged applicant and review pertinent files and records.

(4) 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.

(5) If the panel doctor disagrees with the medical certification of the applicant, the two (2) doctors will choose a third (3rd) doctor of their choice.

(6) The third (3rd) doctor will examine the challenged applicant and review pertinent files and records.

(7) If the third (3rd) doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

(8) If the third (3rd) 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.

(9) Other than as set forth in this (2.) subsection, no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third (3rd) doctor.

(10) The cost of the medical certification will be borne by the
member. The cost of the panel doctor and the third (3rd) doctor will be borne by the Board. If at any time the costs of the panel and third (3rd) doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this (4.b. (10)) section.

5. DISCONTINUATION

Within two (2) months after the expiration of the sick leave bank (June 30, 1985), unused sick leave in the bank will be distributed in the following manner, if legally permissible;

a. Notwithstanding the termination date of the bank, members either currently drawing benefits from the bank or in the twenty (20) days waiting period on June 30, 1982, will receive benefits from the bank according to their medical certifications.

b. Thereafter, if the number of unused sick leave days in the bank exceeds the number of members in the bank, each member will receive one of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding the number of members in the bank will not be returned to employees and will be removed from the records of the Board.

c. If the number of unused sick leave days in the bank is equal to the number of members in the bank, each member will receive one of the unused days to be credited to his personal accumulated sick leave account.
d. If the number of unused sick leave days in the bank is more than one-half (1/2) but less than equal to the number of members in the bank, each member will receive one-half (1/2) of one of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding one-half the number of members in the bank will not be returned to employees and will be removed from the records of the Board.

e. If the number of unused sick leave days in the bank is equal to one-half (1/2) the number of members in the bank each member will receive one-half (1/2) of one of the unused days to be credited to his personal sick leave account.

f. If the number of unused sick leave days in the bank is less than one-half of the number of members in the bank, all of the unused days will not be returned to employees and will be removed from the records of the Board.