7-1-1988

Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1988)

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Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1988)

Location
Sarasota Co., FL

Effective Date
7-1-1988

Expiration Date
6-30-1991

Employer
School Board of Sarasota County, Florida

Union
Sarasota Classified/Teachers Association

NAICS
61

Sector
Local government

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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, 1988 ~ June 30, 1991
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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 (including summer school employees), appointed, non-instructional, classified employees whose job titles are not listed in Appendix F of this Agreement.

Excluded: All supervisory, managerial and confidential employees whose job titles are listed, respectively, in Appendix F of this Agreement, and all temporary non-appointed, casual, and instructional and JTPA 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

ADDRESS - The address of an employee provided by him to the Board.

ADMINISTRATOR - An employee of the Board, not in the Union bargaining unit, who is assigned administrative or supervisory responsibilities and is so defined.

BOARD/EMPLOYER - The School Board of Sarasota County, Florida, or its designee.

CAFETERIA PLAN - A Board provided, negotiated benefit plan that includes multiple options for the employee.

CAP - Career Advancement Program.

COST CENTER - Each individual work site for which the Sarasota County School Board is responsible.

DAY - A duty day of an employee of the Board, unless otherwise indicated in the Agreement.

DOE - State Department of Education.

EMPLOYEE - A member of the bargaining unit as defined in Article I, unless otherwise indicated.

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

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

LEAD PERSON - An employee who is not a supervisor or an administrator, but who acts as a lead person in directing the work of one or more employees.

PARTIES - Includes both the School Board and Union (SC/TA).

PERC - The Florida Public Employees Relations Commission.
ARTICLE II - DEFINITIONS (Continued)

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

REGULAR WORK WEEK - The regular work week shall be Monday through Friday, unless otherwise indicated in the Agreement.

SCHOOL CALENDAR - The School Calendar as adopted by the Board. The Board will designate nine (9) holidays in addition to the six (6) paid and nine (9) unpaid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect 8 days.

SUPERINTENDENT - The Superintendent of Schools or his designee.

TEC - The Teacher Education Center of Sarasota County.

UNION - The Sarasota Classified/Teachers Association.

VIP - Voluntary Incentive Program.

WORK YEAR - The work year for employees covered under this contract will be 12 months, unless otherwise stated in this Agreement.
ARTICLE III - SCOPE OF BARGAINING

A. Scope

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

B. Procedures

The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employee or the employees. (Florida Statutes, Chapter 447.203 [14]).

C. Agreement

1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the employees and approved by the Board at a regularly scheduled meeting (Florida Statutes Chapter 447.309 [1]).

2. 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.

3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the Parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement.

4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

5. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements shall contain a clause providing that after execution of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.
ARTICLE III - SCOPE OF BARGAINING (Continued)

6. Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent during work hours by employees on behalf of themselves or the Union shall be without loss of salary and fringe benefits. However, they or the Union shall reimburse the School system for substitute costs when necessary. Both Parties agree to schedule such activities to interfere as little as possible with instruction of students.

D. Resolution of Impasse

1. Mediation

In the event that an impasse is reached by the parties during the course of negotiations, either party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. (Florida Statutes, Chapter 447.403 [1]). Should the FMCS decline to assert jurisdiction over a dispute, either party may request a mediator from PERC (PERC Rule 500.4). The mediation stage may not be waived except by consent of both the Board and the Union.

In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Master (Florida Statutes, Chapter 447.403, 447.405, 447.407, and 447.409).

2. Special Master

Use of a Special Master shall be in accordance with applicable law (Florida Statutes, Chapter 447.403, 447.405, 447.407, 447.409).

3. Authorized Committee

If the Union or the School Board rejects in whole or in part the recommended decision of the Special Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly authorized committee of three (3) neutral parties to hear the parties' positions and resolve the disputed issues. The three (3) neutral parties shall be selected from a list supplied and consistent with the procedures of the FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union for final ratification.
ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

1. The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocations, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information, the Union will bear all reasonable expenses.

2. All school board Rules adopted by the Board shall be distributed to all Rule book holders within thirty (30) days of adoption.

B. Payroll Deduction

1. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues and Tiger deduction from his salary. Each authorization shall be effective until the earlier of the two occurrences:

   a. Loss of certification by the Union as the bargaining agent for the employees covered by this contract.

   b. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and the Union.

2. The Union shall pay to the Board a fee of $250.00 per year for payroll deduction for Union members. The Board shall transmit to the Union any and all deductions within fifteen (15) days, except in the case of reasonable delays.

3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within fifteen (15) days whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision to take TIGER deductions from the 11th month check. The Union, its officers, agents, and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members, or agencies of law with respect to the use of disposition of said funds after they have been transmitted to the Union.
ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

C. Union Meetings and Activities

1. Whenever possible, the senior representative or designee shall not be assigned additional duties so as to carry out those responsibilities associated with enforcing this Agreement.

2. The Union’s Negotiating Committee, not to exceed ten (10) persons at any given time, shall be granted release time not to exceed five (5) days with pay for contract negotiations.

3. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This will normally be accomplished during the first week of school when students are not in attendance or at another mutually agreeable date and time scheduled.

4. The Union reserves the right to hold meetings at School Board facilities/work locations upon twenty-four (24) hour notification to the principal/supervisor by the Union representative.

D. Union Activities At Work Locations

1. Union representatives shall have access to any cost center for the purpose of enforcing this agreement consistent with applicable statutes.

2. The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective cost center. Public address systems and other means of communication which are available within the cost center may be utilized by the Union for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator.

E. Inter-School Mail

Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material.
ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

F. Time for Union Representatives

1. The senior representative or designee will be relieved from duty at times mutually agreed to by the Parties in order to carry out those responsibilities associated with this Agreement.

2. Elected Union Representatives shall be granted one (1) working day per semester without loss of pay to attend Union seminars and meetings.

3. The elected delegates to the yearly convention shall be granted one (1) day release time to attend said activities.

G. Office Space and Equipment

1. The employer agrees to provide space at each site for a file cabinet so as to protect the confidentiality of Union records.

2. The employer agrees to provide the Union representative at each site with a file cabinet and typewriter if these are available.

H. Bulletin Boards

The employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and employee cafeterias for the purpose of posting Union information.

I. New Employee Orientation

The Union and the Board shall conduct new employee orientation programs at mutually agreeable times.

J. Information From The Board

1. The Board shall provide on a regular basis to the Union lists of vacancies and additions from the bargaining unit including Board minutes.

2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.

K. Parking

Under normal circumstances employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.
ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

L. Right to Representation

1. No disciplinary action may result from a meeting between an employee and his supervisor and/or other management official unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the employee is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.

2. The Union has the right to be present at any meeting of the employer and employee if that meeting is for the purpose of discussing teacher competency.

3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least twenty-four (24) hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date is mutually agreeable to the Parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than twenty-four (24) hours after the knowledge of the Parties of such incident.

M. Exclusivity Clause

Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings, distribute Union literature, and have access to the public address system, school grounds, and buildings for Union purposes.

N. Subcontracting

Work normally performed by bargaining unit members will not be subcontracted if the contracting out of such work jeopardizes, eliminates, or reduces the work force of the bargaining unit.

O. Committee Appointments

When the Board or Administration establish district-wide committees requiring the participation of Classified bargaining unit members, such members shall be chosen by the Union.
ARTICLE V - EMPLOYEE RIGHTS

A. Consistent with Florida Statutes, Chapter 447 each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity; and each employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the employer to encourage or discourage membership in the Union.

B. Consistent with applicable statutes an employee’s off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.

C. No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal Statutes.

D. Employee participation in charitable drives and in U.S. Savings Bonds campaigns is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

E. All School Board Rules shall be uniformly administered throughout the bargaining unit.

F. Employees shall not be subjected to prohibited personnel practices.

G. Probationary Period

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. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any written explanation.

3. Probationary employees shall have the right to file grievances in accordance with this agreement except in those instances prohibited by statute or in Section 2 above.
ARTICLE V - EMPLOYEE RIGHTS (Continued)

H. Post-School Day Meetings

1. Employees shall not be required to attend any meetings after the normal workday other than normally scheduled faculty meetings, in which the principal requires their attendance. These occasions shall not exceed three (3) times per year.

2. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis if not in conflict with the Fair Labor Standards Act.

I. Student Transport

Employees shall not transport students except in accordance with School Board Rules.

J. Public Discipline

Except in emergency circumstances administrators shall not discipline employees in the presence of students, parents, other faculty, or staff members.

K. 1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida Statutes, Chapter 231.291. Any employee who is recommended for suspension or termination during the period of contract shall be afforded due process in accordance with state statutes.

2. If a suspension is deemed necessary because of threat of harm or for the employees' own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as due process has been completed and a final decision has been rendered.

L. All employees who participate, at their own cost and primarily on their own time, in the production of tapes, publications, or other produced educational material, shall retain residual rights should they be copyrighted or sold by the Board.
ARTICLE VI - MANAGEMENT RIGHTS

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

1. to manage the school system and to 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 and by State Law.

4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary for the efficient operation and general improvement of the Board's school system and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

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 decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.

7. to determine and re-determine 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, demote, and direct all employees of the Board consistent with this Agreement.

10. to discharge and suspend any employees of the Board and to take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons.
ARTICLE VI - MANAGEMENT RIGHTS (Continued)

11. 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 employee shall thereafter be required unless and until rescinded or amended by the Board.

12. to exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.

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.

C. The Board has the sole, exclusive right 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 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 laws and constitution of the State of Florida.

E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or potential danger to an entire school center, s/he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.

F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any classified employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for employment. The cost of such examination or tests required by the Board shall be paid by the Board. The employee reserves the right to select the physician, psychiatrist, or psychologist from a group of three (3) selected by the Board to conduct such tests. The employee may submit other written results of examinations or tests administered by a physician, psychologist, or psychiatrist of the employee's choice and performed at the employee's expense within twenty-one (21) days after receiving notice from the Board that such exam or testing is required; and the results of such examination or test
shall be considered along with the results of required examinations or tests. A determination resulting from any such examination or test that the employee is not fit to perform all of the material duties of his/her position shall be considered one of the grounds constituting just cause for the termination of that employee's employment. If the Board requires any employee to submit to any such examination or testing, the requirement must be presented to the employee in writing; and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any employee to submit to justifiable Board requests for testing may be considered one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted as a result of this Section shall be confidential in nature and shall not be released except on those occasions as required by Florida Statute, Chapter 231.291.
ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

A. The Parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered or changed within the confines of this Agreement.

B. The appropriate administrator shall consult with the cost center Senior Representative prior to implementation of any change in terms and conditions of employment.

ARTICLE VIII - FAIR PRACTICES

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

B. Neither the board nor the Union shall discriminate against employees because of membership in the Union.

C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and DOE policies and regulations.

D. Sarasota County School Board shall comply with State Statutes on Veteran’s preference and Federal Statutes on non-discrimination on the basis of religion, race, national origin, color, sex, or handicap.
ARTICLE IX - SALARIES

A. Salary Schedules

The 1988-1991 salary schedules for employees are set forth in Appendix A 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

1. Each employee will be paid semi-monthly on the 15th and last working day of each month.

2. When a payday falls on or during a school holiday, vacation, or weekend, which is stipulated on the adopted calendar, employees shall receive their paychecks on the last previous working day.

C. Payroll Errors

Under normal circumstances, necessary corrections of payroll checks shall be made within five (5) days of notification.

D. Temporary Assignments

Classified employees assigned to temporary positions shall be paid at a rate commensurate with that position or their normal pay rate, whichever is higher.

E. Inservice Training Points

Classified employees may earn inservice credit points by participating in prescribed, preplanned activities.

Prior approval on the appropriate Teacher Education Center form from the employee's administrative supervisor is required before points will be certified as earned. Inservice points may not be earned during regular duty hours. This includes sick days when a stipend is paid. Classified employees will be remunerated in the amount of $3.25 for each inservice salary point earned to be paid after a minimum of nine (9) salary points are earned. No classified employee shall be paid for more than 200 salary points in any one (1) school year (July 1 through 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 (nine) 9 salary points. There will be no salary point carry-over from one (1) school year into the next.
ARTICLE IX - SALARIES (Continued)

Nine (9) points earned during a school year will yield $29.25 to the employee. Eight (8) points or fewer yields no remuneration. Up to 200 points yield that number multiplied by $3.25.

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.

F. Night Differential

Night differentials will be paid in accordance with the following:

1. Second Shift (beginning on or after 12:00 noon) - additional 5%.

2. Third Shift (beginning on or after 10:00 p.m.) - additional 10%.

G. Maintenance of Effort

The salary portion of this Agreement will be reopened for negotiation if the State Legislature fails to waive the Maintenance of Effort requirement beginning with the 1990 fiscal year.
ARTICLE X - WORKDAY

A. The normal workweek, except as otherwise stated in this Agreement, for bargaining unit employees shall be Monday through Friday.

B. The normal workday and workweek, excluding lunch, shall for full-time employees, as defined in this Agreement, be as follows:

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<tr>
<td>Transportation Maintenance</td>
<td>8.0</td>
<td>40.0</td>
</tr>
</tbody>
</table>

*Certain ESE runs may be exempt from this minimum - See Transportation Appendix D.

C. All employees working four (4) hours or more will receive a fifteen minute break. Those employees working seven (7) hours or more per day will receive two fifteen minute breaks.

D. No employee shall be required to work through his lunch period.

E. Classified employees shall be paid at the rate of one and one half (1 1/2) times their regular hourly rate for hours worked in excess of forty (40) hours a week. Hours worked on a designated paid holiday shall be paid at one and one half (1 1/2) times the regular hourly rate in addition to the employees regular pay. Overtime work will be distributed among qualified employees in the same classification within the cost center on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee's special expertise.

In maintenance and custodian cost centers where more than one employee is eligible to earn overtime the following rules shall apply.

1. A seniority list shall be posted.

2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list). in the following manner:
ARTICLE X - WORKDAY (Continued)

a. Overtime refused shall be charged to the refusing employee.

b. Overtime offered and refused within forty-eight hours of its commencement shall not be charged against the employees as provided in (a.).

c. Overtime not requiring specific work skills may be offered to school employees outside the cost center or department if all the eligible employees within the department or cost center have refused it.

d. Any deviation from rotating seniority shall be limited to:
   
   (1) employee eligible for the overtime does not possess the skills necessary or,

   (2) an emergency exists requiring immediate action.

e. Overtime requiring more than one regular shift shall be divided between two or more eligible employees.

3. Following the first cycle through the seniority list deviation from rotating seniority will be made when necessary for equalizing the overtime earned (i.e., person with the least earned overtime will be offered overtime).

F. 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.

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

H. Employees shall be given thirty (30) days notice in writing of any shift adjustments except as otherwise provided in this Agreement and in cases of emergencies. The needs of the employee shall be accommodated whenever possible.

I. In no instance shall compensatory time be utilized in lieu of payment for services.

J. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.
K. Overtime work will be distributed among qualified employees in the same classification within the cost center on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee's special expertise.

L. Custodial Workday Stipulations

1. All custodial personnel will have a posted schedule drafted by the custodial manager or his designee outlining their regular (routine) duties. The state guidelines shall be used for establishing the times allotted for custodial duties.

2. When circumstances require a deviation from a custodian's regular schedule, that schedule shall be modified by the custodial manager or his designee to accommodate the loss of time from the regular schedule.

3. When such modification reduces the routine cleaning of a classroom or other spaces, the custodial manager or his designee shall be responsible for notifying the users of such spaces in order to alleviate any negative reactions toward custodial personnel.

4. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the custodian shall not be negatively evaluated for the time spent on such tasks.

5. Use of regular custodians in lieu of substitute custodians is acceptable as long as the overtime hours worked do not exceed the cost of a substitute custodian. If regular custodial staff is not available for overtime, regular aides may be utilized for custodial duties as long as the overtime hours worked do not exceed the cost of a substitute custodian.
ARTICLE XI - TRAINEE PROGRAM

1. The School Board shall create an entry level training program for custodians, bus drivers and attendants, and food service workers. Successful completion of the required training program will become the only means by which an employee can secure a regular position.

2. The training program will last 180 calendar days during which time the trainee will be on probation. The probationary period will end 180 calendar days whether the trainee has been placed into a regular position or continues to operate as a trainee until a regular position becomes available.

3. The trainee will be expected to attend regular training sessions and assume the duties of employees who are absent due to illness, leave, vacation, or worker's compensation. Any position filled by a trainee in the custodial or food service divisions will be bid at the next bid meeting. Other positions filled by trainees for reasons other than those stated above may not be filled by trainees or substitutes for more than 45 days.

4. Trainees shall be paid $.75 per hour less than the starting hourly rate as reflected on the appropriate salary schedules for a regular employee and shall receive the full benefits and rights of a regular employee.

5. Trainees will begin their seniority in the district from the time they are appointed to the trainee position. Trainees will be appointed to regular vacant positions on a seniority basis.
ARTICLE XII - CLASSIFICATION WORKING CONDITIONS COMMITTEE

A. Organization

A working conditions committee for each classification shall be organized to meet with the appropriate administrators at mutually agreeable times. Meetings shall be held during the day, and a written agenda shall be provided prior to any scheduled meeting. Working conditions committee members shall be selected by the Union.

B. Powers and Responsibilities

The committee shall advise the appropriate administrators of policies and regulations which are of mutual concern to the well being and safety of the employee.
ARTICLE XIII - PERFORMANCE EVALUATION

A. Staff Evaluation Procedure

1. Each employee shall be evaluated by the Cost Center Head or his administrative designee when deemed necessary.

2. All evaluations shall be in written form utilizing the format adopted by the School Board (Form Adm. 10) or other format which has been mutually agreed upon by the parties.

3. Signing of Evaluation: The employee may sign and date the written evaluation indicating that s/he has read the written evaluation and has had the opportunity of making comment on the evaluation. The employee may request that additional comment pages be added to the evaluation if s/he so desires. If the employee declines to sign a completed evaluation form, s/he shall, within ten (10) working days, provide a signed statement either stating his/her intent to grieve or present a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

B. Based on the evidence collected, the evaluator is responsible for indicating the employee's effectiveness in meeting each criterion as follows:

Effective - The criterion is attained and the quality ranges from acceptable through exceptional (see b. below).

Needs Improvement - The criterion is attained, but the quality is not consistently acceptable (see a. below).

Not Effective - The criterion is not attained (see a. and c. below).

Guides for Developing Supporting Statements:

a. A supporting statement is required whenever "Needs Improvement" or "Not Effective" is checked. It should identify the recommended improvements.

b. A supporting statement is recommended to note exceptional performance when "Effective" has been checked. In noting exceptional performance, specific facts shall be given which identify exceptional results achieved. A supporting statement may also be included for any other "Effective" evaluation whenever the additional information is helpful in interpreting the evaluation.

c. Prior to checking "Not Effective" on an employee's evaluation, the appropriate administrator, in writing, will inform said employee forty-five (45) days in advance of the evaluation of the deficiencies and the manner in which these deficiencies can be remedied. Whenever appropriate, assistance will be provided.
ARTICLE XIV - TEACHER EDUCATION CENTER

The Board will continue to promote appropriate educational programs through the Teacher Education Center for purposes of maintaining and improving the skills of classified employees.
ARTICLE XV - TRANSFERS/PROMOTIONS

A. Voluntary Transfers

1. Custodian and Food Service Divisions

   a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies that have occurred since the previous bid meeting. Plant engineer, head custodian, lead man positions, food service assistant managers and managers will not be included in the bid meeting process.

   b. Vacancies created between bid meetings may be filled temporarily by trainees until they can be properly bid. Management may choose to delete a position when it becomes vacant and not put it up for bid. A deleted position will not be filled by a trainee or substitute.

   c. Before each bid meeting an up to date seniority list for custodians, food service workers and trainees will be given to the Union. This list will be the final authority for determining seniority at the bid meeting. The process to break ties will be to (1) utilize date of hire, (2) date of application, and (3) where necessary, toss of coin will be utilized. The tie breaking process shall be valid for both bid meetings held during the year. A bidder for a food service position that requires a specific level of the career ladder shall have achieve at least that level of the career ladder the specific position requires.

   d. Management shall inform the Union of the date, time, place and positions to be bid at least two weeks prior to the meeting. The same information will be distributed to custodial and food service employees through pony. Management may add new vacancies to the bid list up to the day of the bid meeting.

   e. Positions will be bid in alphabetical order by Cost Center. A custodian or food service employee must be present at the bid meeting except as provided for in Section F in order to bid on a position. A bid on a position will not be valid unless made by the person who will fill the position. The current position of a successful bidder will be put up for bid after all listed vacancies have been bid. Vacancies will continue to be bid until all are filled or until no one bids on the remaining vacancies. Vacancies which exist after the bidding process is over will be filled on a seniority basis by trainees at which time they will become regular employees.
f. A custodian or food service employee may submit an absentee bid form if they are unable to attend the bid meeting. Absentee bids will only be accepted on vacancies which have been advertised in advance of the bid meeting on the official announcement. A custodian or food service employee must submit a separate absentee bid form for each job they wish to bid on. Absentee bids must be received either in the Office of the Executive Director of Facilities Services or the office of the Coordinator of Food Services, whichever is appropriate, two working days in advance of the bid meeting. There is no limit to the number of jobs that can be bid on. After an absentee bidder is successful on any bid, all other bids will be pulled. Absentee bids will compete with bids from other custodians and food service employees at the bid meeting.

g. All bids are final and binding at the conclusion of the bid meeting.

h. After the bid meeting, a date will be set on which all job changes will take place. The date will not exceed thirty (30) calendar days after the bid meeting.

2. Aides, Office Staff Personnel

a. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The Parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the district; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In cost centers which have had a shared decision making model of governance approved by the School Board and the SC/TA, the following procedures for selection and lateral transfer of staff will apply unless a waiver of this section has been granted by the parties to this Agreement:
(1) Personnel Functions of the Cost Center Management Team or its Designee: The Cost Center Management Team will (a) recommend a set of minimum qualifications to be utilized in any posting of a staff vacancy in the cost center, (b) establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, (c) establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, and (d) based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.

(2) Seniority to Govern in Filling Vacancies, When All Other Qualifications are Substantially Equal: The committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

b. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance: The parties recognize that all cost centers may not operate under approved, shared decision making models. For such cost centers, the following procedures for selection and lateral transfer of staff will apply:

(1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with the terms set forth in this Agreement. Employees wishing to transfer to said vacancy shall express their written request to the Cost Center Head and to the Personnel Office. Employees applying for a lateral transfer within classification must possess the necessary qualifications for the vacant position. Lateral transfer requests shall be filled in accordance with seniority within the district.
(2) Appeal of Voluntary Transfer Determination: If, in the judgment of the Cost Center Head, the staff member selected under this process for lateral transfer is not qualified for the position, he/she shall provide a written justification to the Superintendent of Schools. The Superintendent shall refer the justification to the SC/TA President for his/her concurrence. If the Superintendent and the President do not agree, the matter will be presented for final determination to a neutral third party mutually selected by the Superintendent and President.

B. Involuntary Transfers

1. Voluntary transfers shall be sought prior to initiating any involuntary transfers.

2. The employee with the least amount of appointed seniority in the system shall be involuntarily transferred before a more senior employee.

3. Involuntary transfers will not be used for disciplinary reasons.

C. Promotions

1. Where a career ladder or voluntary incentive program exists, the employee must have completed those requirements associated with the position being sought.

2. Lead person positions will be filled on the basis of department wide seniority.

3. All administrative vacancies shall be posted in accordance with School Board Rule 4.104.

4. Any employee possessing the appropriate promotional qualifications may apply for an administrative vacancy.

5. The Board shall utilize to the maximum extent possible, the skills, talents, and qualifications of its employees and shall fill position vacancies by promoting from within in accordance with current School Board Rule 4.104 or any career ladder or voluntary incentive program.

D. Temporary Assignments Above Grade

Any employee assigned to a temporary position shall be paid at a rate commensurate with that position or his/her normal pay rate, whichever is higher.
ARTICLE XVI - 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:

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 XVII - RECALL

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

B. A laid off employee will be given by registered or certified mail ten (10) calendar days notice of recall. A laid off employee shall inform the Board in writing of his/her 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 the employment of the Board. It is the employee's responsibility to keep the Board informed of his/her current address.

C. Employees will be on layoff for a period not to exceed two (2) years from date of layoff or until recalled or recall is declined, whichever is sooner.
ARTICLE XVIII - PAID LEAVES

A. Sick Leave

1. Sicknesses or Death

   a. Each full-time employee is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his own household.

   b. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

2. Personal Leave

Each employee shall be provided six (6) days to be used for the employee's personal business 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/her Cost Center Head at least forty-eight (48) hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the cost center locations, and they are to be filled out upon the employee's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than forty-eight (48) hours notice has been given.

3. Sick Leave Payoff Cap

Effective with this Agreement the sick leave payoff cap is to be 160 days in the year 1988-89, 170 days in the 1989-90 year, and 180 days in 1990-91.
B. Illness-In-The-Line-of-Duty Leave

Each employee shall be entitled to illness-in-the-line-of-duty leave with net 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, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

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

1. 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.

2. 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 for 100 days following the injury, whichever is shorter.

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

4. The employee may use his own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.

5. 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.

C. Verification of Reasons for Leave

Upon return from leave as described in paragraph A and B, the Cost Center Head shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the Cost Center Head within five (5) working days following the employee's return from leave.

D. Leave For Legal Commitments and Transactions

1. An employee who is absent because of a mandatory (Subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
ARTICLE XVIII - PAID LEAVES (Continued)

2. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.

3. An employee released from his subpoena or jury duty with sufficient time remaining to return to his cost center to complete at least one-half (1/2) day of his duty day shall return to his cost center unless released by the Cost Center Head.

E. Vacations

1. 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 month</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 month</td>
</tr>
<tr>
<td></td>
<td>(15 days per year)</td>
</tr>
<tr>
<td>Over one hundred twenty (120) months</td>
<td>1 1/2 days per month</td>
</tr>
<tr>
<td></td>
<td>(16 days per year)</td>
</tr>
</tbody>
</table>

For twelve (12) month employees, the vacation days are factored into the work year as follows:

<table>
<thead>
<tr>
<th>Through 60 months</th>
<th>61 Months through 120 Months</th>
<th>Over 120 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>234 Workdays</td>
<td>231 Workdays</td>
<td>228 Workdays</td>
</tr>
<tr>
<td>6 Paid holidays</td>
<td>6 Paid holidays</td>
<td>6 Paid holidays</td>
</tr>
<tr>
<td>240 Paid days</td>
<td>237 Paid days</td>
<td>234 Paid days</td>
</tr>
<tr>
<td>12 Vacation days</td>
<td>15 Vacation days</td>
<td>18 Vacation days</td>
</tr>
<tr>
<td>252</td>
<td>252</td>
<td>252</td>
</tr>
<tr>
<td>9 Other holidays</td>
<td>9 Other holidays</td>
<td>9 Other holidays</td>
</tr>
<tr>
<td>104 Weekend days</td>
<td>104 Weekend days</td>
<td>104 Weekend days</td>
</tr>
<tr>
<td>365 Total</td>
<td>365 Total</td>
<td>365 Total</td>
</tr>
</tbody>
</table>

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ARTICLE XVIII - PAID LEAVES (Continued)

2. Vacation days beyond the thirty (30) day accumulation which are not used within the fiscal year earned are forfeited. The Superintendent at 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.

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

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

F. Holidays

The Board will designate nine (9) holidays in addition to the six (6) paid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. In those years where there are 105 weekend days, the Board will designate eight (8) holidays.
ARTICLE XIX - UNPAID LEAVES

A. Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.

B. Professional Association Leave

1. Leaves of absence, limited to two (2) persons per year shall upon request be granted to Union officers. One such leave shall be restricted to the Union President. Any exceptions may be made at the determination of the Superintendent.

2. Leave application for serving as fulltime, paid officer of an education association shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence.

C. Other Leaves

1. An employee requesting an unpaid leave for reasons other than those provided in Sections A and B above shall file a written request with his immediate administrator. The request will be approved or denied at the discretion of the immediate administrator.

2. 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.

3. 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.

D. Leave of Absence

A leave of absence may be granted for a period of up to one (1) year for personal reasons or family illness. With respect to family illness, appropriate medical documentation may be required.

E. Duration of Leaves

Exclusive of A and B above the Board will not refuse subsequent leave request without sufficient reason. Under normal circumstances, such leaves shall not exceed three (3) years.
F. Notification of Return

Employees on extended unpaid leave shall notify the Personnel Office on or before March 1st of their intent for the coming year.

G. Deadline for Applying

The deadline for applying under normal circumstances for an unpaid leave of absence shall be March 1st of each year.
ARTICLE XX - MATERNITY AND CHILD CARE LEAVE

A. Maternity Leave

1. A maternity leave without pay shall upon written request be granted to an employee 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.

2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either:
   a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the employee shall be returned to her former position; or
   b. 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, at the discretion of the Superintendent.

B. Child Care Leave

1. 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 in the case of adoption, not later than three (3) months after the date of the adoption. An employee may request in writing an additional year of child care leave. Such request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any year already granted.

2. Upon return from the child care leave, the employee shall be assigned to his/her 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 s/he is qualified.
ARTICLE XX - MATERNITY AND CHILD CARE LEAVE (Continued)

C. Retirement Credit

An employee on a leave pursuant to this Article may receive credit in his/her 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.

D. Insurance Benefits

Where permitted by the carrier, the employee on an unpaid leave pursuant to this Article may maintain his/her Board paid health and life insurance benefits by paying the Payroll Office in the amount and at the times necessary for maintaining such benefits.

E. Experience Credit

In leaves pursuant to this Article, no experience credit on the salary schedule shall be granted for any year in which the employee does not work one (1) day more than one-half (1/2) of the regular contract year.

F. Duration of Leave

The Board will not refuse subsequent leave requests without sufficient reason(s). Under normal circumstances, such leaves shall not exceed three (3) years.
A. Maintenance

1. There shall be only two (2) personnel files as defined in Florida Statutes, Chapter 231.291. One (1) shall be maintained at the Office of Personnel of the Sarasota County School Board and the other at the office of the employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copied by request of the employee or required by Florida Statute.

2. An employee may request through his immediate supervisor access to his site file. Requests to review the personnel file shall be made to the Personnel Office in person. Where time parameters or lengthy distances to the Personnel Office are a concern, Cost Center Heads will assist employees where possible.

3. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (45) days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, s/he may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within forty-five (45) days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the employee.

4. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the employer.
ARTICLE XXI - PERSONNEL RECORD (Continued)

5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than .05 per page.

6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 231.291. If an employee's file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Personnel.

7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of Personnel of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.

8. Notification: Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes, Section 231.291 without the employee's knowledge or permission shall be notified in writing within forty-eight (48) hours as to who requested and observed the file and the purpose of such request.

B. Complaints

When a written complaint concerning an employee's conduct and/or performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the employee involved. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.
ARTICLE XXII - GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is an employee, a group of employees, or the Union filing a grievance.

2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and policies affecting the terms or conditions of employment.

3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by a misinterpretation or misapplication of the specific written terms of this agreement, or on the regulations and rules of the School Board, DOE, or State Statute. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: No later than twenty (20) working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant or his/her representative shall request a meeting to verbally discuss a grievance with the administrator, or his/her designee, allegedly causing the grievance. The Administration will respond no later than ten (10) working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal Procedure.

2. Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, s/he may submit it on the adopted form to the appropriate Executive Director or his/her designee no later than ten (10) working days after the response was received at the informal level. The administrator shall submit his/her response to the Step One grievance later than ten (10) working days following the Step One hearing.

3. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step One s/he may submit it on the adopted form to the Superintendent or his/her designee no later than ten (10) working days after the written response was received in Step One. The Superintendent shall submit a written response on the adopted form no later than ten (10) working days after the Step Two hearing. Should the response be a rejection of the grievance, the administrator will summarize his/her reasons for so ruling.
ARTICLE XXII - GRIEVANCE AND ARBITRATION (Continued)

4. Step Two-A (optional): Should the parties mutually agree the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within fifteen (15) working days from receipt of the Step Two written decision. The mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either party.

5. Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two or Two-A, s/he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than fifteen (15) working days after the receipt of the decision in Step Two or Two-A.

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her 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 him/herself 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.

2. At any step of 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) working days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.

3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
4. If a dispute exists concerning the arbitrability of an issue referred 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 s/he has issued his/her findings on the question of arbitrability.

5. The arbitrator shall have no power to add to, to subtract from, to modify, or to alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.

6. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Three. Such grounds and evidence shall be disclosed to the other party between Step Two and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.

7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at Step Two-A (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Three.

8. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Three if appropriate. 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.

9. The parties shall share the costs of transcripts if so desired by the parties.

10. Steps One and 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 Step Two-A, or Step Three.
11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XXI-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 as contained in Article IV-A (Union Rights, Privileges and Obligations, Employer Information).

12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.

13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties.

14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed 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.

15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel files.
ARTICLE XXIII - DISCIPLINARY ACTIONS

A. 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

2. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

B. Disciplinary action shall be governed by applicable statutes.

C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that proposal.

D. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.

E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

F. The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article, through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the parties.

G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

H. Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.
ARTICLE XXIII - DISCIPLINARY ACTIONS (Continued)

I. 1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

   a. Verbal reprimand (written notation placed in site file).
   b. Written reprimand filed in Personnel and site files.
   c. Suspension with or without pay.
   d. Dismissal

J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed after a period of two (2) years.

K. Letters of reprimand may be removed with Board approval from an employee's official personnel file after a period of two (2) years.
ARTICLE XXIV - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her 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 those percentages as outlined in Florida Statutes, Chapter 231.40 (2) (a) (4), and one hundred percent (100%) of the employee's accumulated leave days, unless changed by future negotiations or law. The employee must leave the employment of the School Board directly into the Florida Retirement System in either early or normal retirement status.

ARTICLE XXV - LOCAL RELATIONSHIPS

A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this Agreement. However, no changes to personnel policies and procedures affecting working conditions shall be unilaterally implemented unless negotiated accordingly.

B. Disputes between the parties at the cost center level may be referred for resolution to the local level of the Union and of the Employer.
ARTICLE XXVI - EMPLOYEE ASSISTANCE PROGRAM

A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the employee.

B. This program shall include but not be limited to counseling for the following:
   1. Drug Abuse
   2. Alcohol Abuse
   3. Family Counseling
   4. Financial Counseling
   5. Psychological Difficulties

ARTICLE XXVII - EFFECT OF AGREEMENT

A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of this Agreement.

B. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.
ARTICLE XXVIII - OCCUPATIONAL SAFETY AND HEALTH

A. Within thirty (30) days of Ratification of this Agreement, the Parties agree to establish a joint committee at both the School Board level and site level.

B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and the corrective action desired. The School Board/Union Committee will investigate the matter; and if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.

C. The Committee shall consist of three (3) Union members and two (2) administrative members at each level (Elementary, Middle, High School), and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.
ARTICLE XXIX - BENEFITS

A. The School Board at no cost to the employee shall provide the following:

1. Workmen's Compensation Insurance

2. Group Insurance
   a. Individual employee health insurance cost shall be paid by the Employer (or a like amount in the event of a waiver).
   b. Dependent health insurance shall be subsidized if so desired by the employee through the negotiated Cafeteria Plan.
   c. The Cafeteria Plan negotiated and agreed to by the parties shall remain in effect for a period of three (3) years. The Cafeteria Plan as agreed is a supplement to this Agreement.

3. In addition to the $5000 employer paid Life Insurance, the Employer shall also provide optional employee Life Insurance equal to at least one year's salary through the negotiated cafeteria plan.

4. The Employer shall provide an employee retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.

5. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed for any unused sick leave as outlined in Article XVIII.

ARTICLE XXX - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING

The Board and SC/TA agree on an implementation process toward Shared Decision Making in accordance with the model as described in Appendix H of this contract.

The parties agree to annually enter into Memoranda of Understanding which may exempt specific cost centers, participating in implementing a shared decision making model, from the requirements of specifically identified provisions of this Agreement. Such exemption(s) must be agreed to by both parties. The provisions of the master contract shall be in full force and effect for all other cost centers. Both parties agree that the contents of such Memoranda shall not be used by either side for persuasion in any grievance or impasse proceeding, and will not constitute grounds for past practice.
ARTICLE XXXI - KIDS UNDER THE WEATHER

A. The School Board shall provide the services of the "Kids Under The Weather" program currently in existence at Sarasota Memorial Hospital.

B. This service to employees is only in effect during workdays of the employee. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.

C. The Board shall only provide this service for one hour before and one hour after the employee's duty day.

D. This program will be subject to review at the close of the 1989-90 school year.
ARTICLE XXXII

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until the 30th day of June, 1991. This Agreement may be extended only in writing.

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

3. The salary portion of this Agreement will be reopened for negotiation if the State Legislature fails to waive the Maintenance of Effort requirement beginning with the 1990 fiscal year.

4. This agreement is subject to annual salary reopeners.

IN CONSIDERATION OF THE MUTUAL CONVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS 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

SALARY SCHEDULES
APPENDIX A - SALARY SCHEDULES

Maintenance Salary Schedule (Addition to existing language):

The maintenance salary schedule is subject to study by committee (which will be evenly constituted of management and SC/TA appointees). For the 1989-90 school year it will be amended to reflect an apprenticeship and journeyman's level, with the journeyman's lane being placed above the X-2 level.

Implementation:

1. Advancement:
   
   Step increases will be granted annually until such time as the employee has reached the top step.

2. Working Hours:

   No change.

3. Tool Allowance:

   $135 for the 1988-89 school year
   $170 for the 1989-90 school year
   $200 for the 1990-91 school year

4. Uniforms:

   Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The employees may purchase apparel as needed from a designated jober at no cost to the employee unless purchases exceed their credited allowance.

Secretarial Career Ladder:

The Parties agree to consider the formulation of a secretarial career ladder.
## OFFICE STAFF PERSONNEL

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<th>YEARS</th>
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**GROUP V3**  
School Clerk; those performing functions as registrar, attendance, receptionist, data processing, guidance, switchboard operator, office manager, production clerk.

**GROUP V4**  
School Secretary, Bookkeeper, Secretary, Secretary/Bookkeeper.

**GROUP V5**  
Executive Secretary, Principal's Secretary, Accountant.

**GROUP V6**  
Administrative Secretary to Superintendent and School Board.

### REQUIRED QUALIFICATIONS:

All office staff personnel shall be tested prior to employment and meet the following minimal typing requirements:

- **V3** 40 net words per minute
- **V4** 50 net words per minute
- **V5** 60 net words per minute
- **V6** 60 net words per minute

Accountants will participate in the bookkeeping test and score in the 90th percentile prior to employment.

### IMPLEMENTATION:

1. Maximum initial placement is Step 3.
2. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one day more than one-half of their regular work year. Partial years may not be combined to achieve a full year of service.
3. Working hours: 37½ hours per week.
4. Night Differential: 5% additional pay for work schedules which begin after 12:00 noon.

*Current Personnel on V-2 can move to V-3 by meeting the 40 net words per minute requirement. Effective with the adoption of this salary schedule, no current or newly hired personnel shall be placed on the V-2 salary track.*
The School Board of Sarasota County, Florida
SALARY SCHEDULES 1988-89 SCHOOL YEAR

TEACHER AIDE CLASSIFICATION

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REQUIRED QUALIFICATIONS:

GROUP Z1 - PARAPROFESSIONALS
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 paraprofessional 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.

GROUP Z2 - 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.

GROUP Z3 - CLERICAL/MONITORIAL
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.

GROUP Z4 - TRANSPORTATION
Assists in loading and unloading students at student stops and school sites, in compliance with School Board regulations. Must have skills in dealing with students. Limited to Steps 4 through 8 on salary schedule, based on verified experience and/or training.

IMPLEMENTATION:
1. Work hours: Groups Z1 through Z3 - 7 hours per day; 35 hours per week.
   Group Z4 - 4 hours per day; 20 hours per week.

2. Work year: Paraprofessional (Z1) and Teacher Assistant (Z2) - 190 days + 6 holidays = 196 days.
   Clerical/Monitorial (Z3) and Transportartion (Z4) - 180 days + 6 holidays = 186 days.

3. Step increases within the limits of each group will be granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one day more than one-half of their regular work year. Partial years may not be combined to achieve a full year of service.
The School Board of Sarasota County, Florida
SALARY SCHEDULES 1988 - 89 SCHOOL YEAR

DATA PROCESSING DEPARTMENT

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</table>

IMPLEMENTATION:

1. Maximum initial placement is Step 3.
2. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one day more than one-half of their regular work year. Partial years may not be combined to achieve a full year of service.
3. Working hours: 37½ hours per week.
4. Night Differential: 5% additional pay for work schedules which begin after 12:00 noon; 10% additional pay for work schedules which begin after 10:00 p.m.
The School Board of Sarasota County, Florida

SALARY SCHEDULES 1988-89 SCHOOL YEAR

CLASSIFIED SPECIALISTS

R3 GROUP-SPECIALIST 1A (12 months)  R4 GROUP-SPECIALIST 1B (12 months)

<table>
<thead>
<tr>
<th>STEP</th>
<th>HOURLY</th>
<th>MONTHLY</th>
<th>ANNUALLY</th>
<th>STEP</th>
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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 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 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 step in the salary schedule for 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 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 for Group R4 and R3 are based upon a twelve month contract (240 days).

INSERVICE TRAINING POINTS - CLASSIFIED PERSONNEL

A. INSERVICE CREDITS EARNED PRIOR TO SEPTEMBER 30, 1981
Salary increments for inservice credits earned prior to September 30, 1981 will be "grandfathered" and continue to be added to the employee's scheduled monthly or daily rate of pay. For each salary increment (30 clock hours) earned prior to September 30, 1981, payments will be made as follows:
   1. Office Staff Personnel   - $5.00 per month.
   2. Aide Classification Personnel - $0.25 per day.
   3. Classified Specialists - $5.00 per month.

B. INSERVICE CREDITS EARNED AFTER JULY 1, 1982
Refer to Article IX, Paragraph E of the Agreement between the SC/TA and the School Board of Sarasota County, Florida, Classified Bargaining Unit (7/1/88-6/30/89).
### Custodial Personnel**

<table>
<thead>
<tr>
<th>YEARS</th>
<th>GROUP W1</th>
<th>GROUP W3</th>
<th>GROUP W4</th>
<th>GROUP W5</th>
<th>GROUP W6</th>
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</thead>
<tbody>
<tr>
<td>EXP.</td>
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<td>HEAD CUSTODIAN (1-25 teachers)</td>
<td>HEAD CUSTODIAN (26-50 teachers)</td>
<td>HEAD CUSTODIAN (51-75 teachers)</td>
<td>HEAD CUSTODIAN (76-up/PLANT ENG.)</td>
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<td></td>
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### Second Shift Groups
(Work Schedules begin after 12:00 noon)

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** IMPLEMENTATION:**
- **Working Hours:** 40 hours per week.
- **Night Differential:** Third Shift (work schedules beginning after 10:00 p.m.) will pay an additional 10% salaries in Groups W1-W6.
- **Late Shift Lead Custodians:** An additional $10.00 per month paid to late shift lead custodians.
- **Inservice Credits:** Refer to Article IX, Paragraph E of the Agreement between the SC/TA and the School Board of Sarasota County, Florida, Classified Bargaining Unit (7/1/88-6/30/89).
- **Step Increases:** Are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one day more than one-half of their regular work year. Partial years may not be combined to achieve a full year of service.

** Trainees shall be paid $0.75 per hour less than the starting hourly rate for a regular employee and shall receive the full benefits and rights of a regular employee.
### MAINTENANCE DEPARTMENT

<table>
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<td>2168</td>
<td>14.88</td>
<td>2381</td>
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</table>

**IMPLEMENTATION:**
1. 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.
2. WORKING HOURS: 40 hours per week.
3. TOOL ALLOWANCE: $100.00 allowance paid once annually to maintenance employees certified as eligible by Supervisor of Maintenance Department.
4. UNIFORMS: Three uniforms furnished and other special apparel if required.

### TRANSPORTATION PERSONNEL**

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<th>YEARS</th>
<th>T1 DRIVER</th>
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<th>T3 DISPATCHER</th>
<th>T4 RT. COORD. / SAFETY OFFICERS</th>
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</table>

**IMPLEMENTATION:**
1. Maximum initial placement is Step 3.
2. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one-half of their regular work year. Partial years may not be combined to achieve a full year of service.
3. Work Year: 12 months for Route Coordinators, Safety Officers, and Dispatchers. August through close of school for Drivers: 180 days plus 6 holidays plus one week of safety school.
4. Working Hours: 20 hours minimum per week for bus drivers of regular routes (T1). 40 hours per week for Groups T2 through T4.
5. Inservice Credits:
   A. Credits earned prior to September 30, 1981 - Salary increments for inservice credits earned prior to September 30, 1981 will be "grandfathered" and continue to be added to the employee's scheduled monthly salary. For each salary increment (30 clock hours) earned prior to 9/30/81, $4.50 will be added to the monthly salary.
   B. Credits earned after July 1, 1982 - Refer to Article IX, Paragraph E of the Agreement between the SC/TA and the School Board of Sarasota County, Florida, Classified Bargaining Unit (7/1/88-6/30/89).
6. Health Examinations are required at the beginning of employment; annually thereafter.
7. Chauffeur's license is required of all bus drivers at beginning of employment, to be reimbursed by the School Board after three months of continuous employment.

**Trainees shall be paid $.75 per hour less than the starting hourly rate for a regular employee and shall receive the full benefits and rights of a regular employee.**
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

FOOD SERVICE SALARY SCHEDULE AND CAREER LADDER FOR 1988 - 89

GROUP S-0 - FOOD SERVICE ASSISTANT I

The Food Service Assistant I is an entry level position and entails general kitchen duties. The salary schedule is based on 7 hours per day, 186 days per year.

QUALIFICATIONS:
1. Successful completion of sanitation course.
2. Food Handler's Card.
3. Chest X-ray or Tuberculin test.

GROUP S-1 - FOOD SERVICE ASSISTANT II

The Food Service Assistant II is engaged in general kitchen duties. The salary schedule is based on 7 hours per day, 186 days per year.

QUALIFICATIONS:
1. Basic requirements of Food Service Assistant I plus:
2. Minimum of six (6) months as Food Service Assistant I.
3. Completion of School Board job entry orientation.
4. Successful completion of Foundations of School Food Service Course

GROUP S-2 - FOOD SERVICE SPECIALIST

The Food Service Specialist is involved with the preparation and serving of food, cleaning and operation of equipment, cashiering (optional), record keeping, assisting with food storage and inventory. The salary schedule is based on 7 hours per day, 186 days per year.

QUALIFICATIONS:
1. Minimum of one year experience and successful completion of Assistant II requirements plus:
2. Two of the six series from "Efficient Quantity Cooking" adapted from Oregon Department of Education.
3. Successful completion of Equipment Use and Care Course.
4. One day per school on-the-job training at two other schools each year.

GROUP S-3 - FOOD SERVICE MASTER COOK

The Food Service Master Cook is engaged in the same type of activities as the Food Service Specialist. The Master Cook shall also assist management in maintaining a high level of productivity in the kitchen by providing guidance and instruction to other employees. The salary schedule is based on 7 hours per day, 186 days per year.

QUALIFICATIONS:
1. Minimum of two years experience and/or successful completion of Food Service Specialist requirements plus:
2. Satisfactory completion of six series in "Efficient Quantity Food Production" adapted from Oregon Department of Education.
3. Have met minimum combined requirements for Assistants I and II positions.
4. One day per school year updating through two school visitations per year.

IMPLEMENTATION:
1. Step increases within groups will be granted one time per year (on July 1 of the current school year) to employees who have completed service, in this unit, equal to one day more than one-half of their regular work year. Partial years may not be combined to achieve a full year of service.
2. An employee who advances from one group to another (within Groups S-0 through S-4) shall retain his/her step placement.
3. Salary increments for inservice credits earned prior to September 30, 1981 will be "grandfathered" and continue to be added to the employee’s scheduled monthly rate of pay. For each salary increment (30 clock hours) earned prior to September 30, 1981, $4.50 will be added to the monthly salaries shown here. For inservice credits earned after July 1, 1982, refer to Article IX, Paragraph E of the Agreement between the SC/TA and the School Board of Sarasota County, Florida, Classified Bargaining Unit (7/1/88-6/30/89).

** Trainees shall be paid $.75 per hour less than the starting hourly rate for a regular employee and shall receive the full benefits and rights of a regular employee.

A-8
GROUP S-4 - FOOD SERVICE ASSISTANT MANAGER

The Food Service Assistant Manager assists the Food Service Manager in all aspects of the daily operation of the School Lunch Program consistent with Federal, State, and County Regulations. This position encompasses assisting with the responsibility for directing and training the workforce, managing and controlling inventory and record keeping. The salary schedule is based on 7 hours per day, 186 days per year.

QUALIFICATIONS:
1. Minimum of three years experience in Food Service and satisfactory completion of Food Service Master Cook requirements plus:
   a. Federal, State and District Regulations
   b. Public Relations or Personnel Relations
   c. Advanced Food Service Management Skills
   d. Menu Planning and Use of Food Buying Guide
   e. Record Keeping and Bookkeeping
   f. Nutrition Education (6 hours)
   g. Sanitation (Supervision level).
3. High School Diploma or GED equivalence.

FOOD SERVICE MANAGER'S SALARY SCHEDULES

The Food Service Manager is responsible for providing overall direction of the School Food Service Program, consistent with Federal, State and County Regulations. The Manager is responsible for maintaining a safe and orderly work environment, directing on-the-job employee training, keeping employee records, managing and controlling inventory, producing reports and records as required by Federal, State and District regulations. The Manager must coordinate the program with the principal to ensure that a high level of production and service of food is accomplished in an efficient and cost effective manner. These salary schedules are based on 8 hours per day, 196 days per year.

QUALIFICATIONS:
1. Minimum of four years experience and satisfactory completion of Food Service Assistant Manager's requirements, plus:
   a. "Offer versus Serve" component of Federal Regulations
   b. Ala Carte service
   c. Time and Motion Management.
2. Assist in two School Food Service Management Reviews.

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

GROUP S-5
FOOD SERVICE MANAGER
(0 - 400 Meals)

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GROUP S-6
FOOD SERVICE MANAGER
(401 - 800 Meals)

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GROUP S-7
FOOD SERVICE MANAGER
(801 - up Meals)

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NOTE: An employee who advances from the Assistant Manager's Salary Schedule, Step 5 to the Group S-5 of the Food Service Manager's Salary Schedule will be placed on Step 2 of the S-5 salary schedule.

SUPPLEMENT No. 1 - An annual salary supplement may be earned up to a maximum of $1100.00 for satisfactory completion of the six series/54 units of the Oregon Quantity Food Production training program. Satisfactory completion of an entire series is necessary before a portion of the supplement is earned. The supplement will be prorated based on the number of units in each of the six series.

SUPPLEMENT No. 2 - $688.00 annual supplement for completion of Associate Degree in Food Service Management or Business Management.

SUPPLEMENT No. 3 - $1,374.00 annual supplement for a Bachelors' Degree in Management or Food Service related program.

Assistant Food Service Managers shall be paid one-half the supplement (Supplement No. 1) paid to Managers for satisfactory completion of the Oregon Series. The supplement granted will be retroactive for the Oregon Training Received during the 1984-85 School year. (This salary schedule was amended by School Board action on August 6, 1985.)
APPENDIX B

FOOD SERVICE CAREER LADDER
The parties hereby agree to the following Food Service Employee Re-organization.

ITEM I - Voluntary Incentive Program (career)
ITEM II - Implementation
ITEM III - Salaries and Supplements
ITEM IV - Job Descriptions
ITEM V - Job Qualifications
ITEM VI - Promotions
ITEM VII - Transfers
ITEM VIII - Inservice Credit and Comparability

This is an addition to the Classified Contract as revised.

Signed for SC/TA

Signed for Administration
ITEM I: V.I.P. (VOLUNTARY INCENTIVE PROGRAM)

The Voluntary Incentive Program shall be that program established by the Teacher Education Center (TEC) and agreed to between the Parties. This program and the requirements thereof shall not be changed without the express agreement of the Union. The exception is course content.

The Voluntary Incentive Program is intended to provide an upward mobility career ladder for all food service employees. Those employees who elect to participate in the program shall, upon meeting that program's completion criteria, be advanced to the position of Master Cook. This is notwithstanding interim advancements commensurate with the program as spelled out in the food services qualifications.

Vacancies in Assistant Manager or Manager positions shall only be filled with those employees who have successfully completed the Voluntary Incentive Program. (See Promotion Criteria)

ITEM II: IMPLEMENTATION

Upon Board approval the administration shall take the following action:

1. Adjust the rate of pay of all Food Service employees consistent with the Voluntary Incentive Program salary schedule placement.

2. Notify all Food Service employees of their new hourly, daily, and yearly rate of pay.

3. In conjunction with the Union, establish an "Appeals Panel" to resolve issues arising out of the VIP.

4. Classes will be filled in the following manner:
   a. Those employees needing a particular course commensurate with their duties shall be afforded first priority. In case of class overload, the employee with the most seniority shall be selected for that class.
   b. Managers and Assistant Managers needing VIP shall be afforded initial priority to attend classes upon implementation of the program.
   c. Release time for VIP participants to attend classes shall be without loss of pay.
ITEM III: SALARIES

The salary schedule as contained herein is a five (5) and six (6) step schedule. The Parties agree to re-evaluate the six (6) step schedule next year in an attempt to compress the entire schedule to five (5) steps.

Food Service employees shall be paid on the new salary schedule commensurate with the following:

1. Experience in system.

2. Comparability of experience, training, inservice, and education.

   (All Food Service employees other than Managers shall receive in 1984-85 a minimum increase equal to the 5% negotiated. Based on the increment between step increases, Manager's salaries shall be adjusted upward.)

3. Payment for movement up the career ladder to the next grade will be made within twenty (20) working days after the payroll office receives certification of successful completion of the VIP program component(s). To be eligible for a step increase, the employee must have worked one day beyond one half the work year.

4. To qualify for a higher pay grade after initial placement on this salary schedule, the employee must meet the criteria set down in the qualification section for that position. Course substitution will be subject to review and approval by the Director of the Teacher Education Center. (Refer to Item V)

5. Qualified Assistant Managers will receive 50% of the Manager's supplement (refer to Salary Schedules, Appendix A).
ITEM IV: FOOD SERVICE JOB DESCRIPTIONS

Food Service Assistant I and II

1. To function as a cook trainee and participate as required in on-the-job training.
2. Responsible to Food Service Manager for sanitation, cleaning, storage, preparation, and serving of food.
3. Shall perform such other duties as may be requested by the Manager or Assistant Manager or as may be dictated by the situation.

Food Service Specialist

1. Preparing and serving of food.
2. Maintain cleanliness of equipment.
3. Cashiering (optional).
4. Assist in record keeping.
5. Ability to operate food service equipment.
6. Assist in appropriate storage of food and supplies.
7. Assist in inventory and storage.
8. Shall perform such other duties as may be requested by the Manager or Assistant Manager or as may be dictated by the situation.

Food Service Master Cook

1. Preparing and serving of food.
2. Maintaining cleanliness of equipment.
3. Cashiering (as required).
4. Assist with record keeping and inventorying.
5. Able to operate and train others on all equipment.
6. Inspect and assist in proper storage of food and supplies.
7. Provide guidance and instruction for less experienced or qualified employees.
8. Assist management in maintaining a high level of productivity in the kitchen.
9. Maintain effective operation of kitchen in the temporary absence of the Manager or Assistant Manager.
10. Shall perform such other duties as may be requested by the Manager or Assistant Manager or as may be dictated by the situation.
ITEM IV: FOOD SERVICE JOB DESCRIPTIONS (Continued)

Food Service Assistant Manager

1. Assist the Food Service Manager in the daily operation of the School Lunch Program consistent with Federal, State, and County regulations.

2. Direct the workforce as prescribed by the Manager and consistent with the negotiated Agreement in the following areas:
   a. Preparation
   b. Serving
   c. Cashiering
   d. General Housekeeping
   e. Cleanliness

3. Assist Manager in record keeping, preparation of work schedules and preparation of menus.

4. Assist in on-the-job training of new employees.

5. Assist in receiving of goods and supplies.

6. Responsible for systematic rotation of goods in the store rooms and freezers.

7. Assist in inventory management and control.

8. Assist in record keeping, disbursements, etc.

9. Maintain reports and invoices.

10. Assist in ordering food and supplies.

11. Shall manage all aspects of the school's food service operation to ensure that a high level of food production and service of food is accomplished in an efficient and cost effective manner.

12. Shall perform such other duties as may be requested by the Manager or as may be dictated by the situation.

Food Service Manager

1. Provide overall direction of school food service program consistent with Federal, State, and County regulations.

2. Direct the on site on-the-job training program.

3. Maintain employee records.

4. Receive goods and supplies.

5. Oversee rotation of goods.

6. Maintain inventory management and control.

7. Maintain and record any and all records and reports (District, State, Federal.)
8. Deposit money as required by School Board policy.
9. Coordinate program with principal.
10. Maintain a safe and orderly work environment.
11. Requisition for repair and maintenance of equipment.
12. Recommend purchase of new equipment or replacement of equipment.
13. Manage all aspects of the school's food service operation to ensure that a high level of production and service of food is accomplished in an efficient and cost effective manner.
14. Perform such other duties as may be required to maintain an efficient food service program by the Coordinator of Food Service or the school principal.
ITEM V: FOOD SERVICE JOB QUALIFICATIONS

Food Service Assistant I

Sanitation course and food handlers card
Chest X-ray or tuberculin test

Food Service Assistant II

Basic requirements for Food Service Assistant I, plus:
- Minimum of six (6) months as Food Service Assistant I
- School Board job entry orientation
- Foundations of School Food Service Course

Food Service Specialist

Minimum of one (1) year experience and successful completion of Assistant II requirements, plus:
- Two lessons from each of the six (6) series from "Efficient Quantity Cooking" adapted from Oregon Department of Education
- Equipment Use and Care Course
- One day per school on-the-job training at two other schools each year

Food Service Master Cook

Minimum of two (2) years experience and/or successful completion of Food Service Specialist requirements, plus:
- Satisfactory completion of the six (6) series in "Efficient Quantity Food Production" adapted from Oregon Department of Education
- Minimum combines experience in Assistant I and II positions
- One day per school updating through two school visitations each year

Food Service Assistant Manager

Minimum three (3) years experience and satisfactory completion of Food Service Master Cook requirements, plus:
- Federal, State and District Regulations Course
- Public Relations Course (or) Personnel Relations Course
- Advanced Food Service Management Skills Course
- Menu Planning and Use of Food Buying Guide Course
- Record Keeping and Bookkeeping Course
- Nutrition Education Training (6 hours)
- Sanitation Course (Supervisor Level)
- Assist in School Food Service Management Reviews
- Three (3) years experience in Food Service
- High School Diploma or GED equivalency
ITEM V: FOOD SERVICE JOB QUALIFICATIONS (Continued)

Food Service Manager

Minimum of four (4) years experience and satisfactory completion of the Food Service Assistant Managers requirements, plus:
- Course in "Offer versus Serve" components of Federal Regulations
- Course in A la Carte service
- Course on Time and Motion Management
- Assist in two (2) School Food Service Management Reviews

ITEM VI: PROMOTIONS

Promotion to Assistant Manager and Manager shall conform to the following criteria:

1. Manager
   A. Must have completed the VIP through the Manager level.
   B. Selection for the position shall be done through the interview process in the following manner.

As soon as practicable following an official action of the School Board which results in a Cafeteria Manager vacancy, the position shall be advertised as follows:

1) The Director of Personnel shall prepare an announcement including an outline of the job description of the vacancy and cause it to be posted prominently at all cost centers in the Sarasota County School System.

2) The Coordinator of Food Service shall review all applications to confirm that the minimum requirements are met by the applicants. Only applicants whose credentials meet those minimum requirements may be eligible for interview.

3) As soon as practicable after the closing of the application period, the Superintendent shall appoint and activate a committee to screen all eligible applicants and select those to be interviewed (hereafter called semifinalists). The screening committee shall include the Coordinator of Food Service and the School Principal and others at the discretion of the Superintendent. The screening committee shall not be restricted to a predetermined number of semifinalists. Consensus of the screening committee, based upon the judgment of the best eligible applicants, shall determine the semifinalists.
ITEM VI: PROMOTIONS (Continued)

4) After selection of the semifinalists, the Superintendent shall appoint and activate the interview committee. The committee shall include the Coordinator of Employee Relations, the Coordinator of Food Service, the Director of Purchasing or his/her designee, the School Principal or his/her designee, and an administrator from the Finance Department. The Coordinator of Food Service shall chair each committee, schedule all interviews, arrange for secretarial service, and prepare and submit the report of the committee.

5) The interview committee shall meet before conducting interviews to determine its interview and selection procedures.

6) The committee shall report to the Superintendent the decision it has reached with a numerical ballot to support its actions. In the event of a tie, the committee shall recommend the most senior employee.

7) The Superintendent shall select and recommend to the School Board one of the finalists submitted by the interview committee, but need not select according to the committee's ranking.

8) Promotions to the next grade will be effective the next full pay period following qualification. Step increases will be made at the beginning of each school year. To be eligible for a step increase, the employee must have worked in his/her current group and step prior to March 1 of the previous year.
ITEM VII: TRANSFERS

Voluntary Transfers

Requests from within the system shall be considered if the following exists:

1. A position is available.
2. The position is for career progression to a higher volume or level school (e.g., Elementary to Middle, Middle to High School).
3. An employee desiring a transfer may make application provided he has the qualifications for the position sought.
4. The employee shall file a written request on a form (available at the Personnel Office) stating the position desired.

Involuntary Transfers

Transfers, other than voluntary, will be made within the guidelines of the existing SC/TA-School District Master Contract.

ITEM VIII: SATISFACTORY COMPLETION OF THE OREGON QUANTITY FOOD PRODUCTION SERIES

Satisfactory completion of the Oregon Quantity Food Production Series would entail taking the six (6) series of 54 units with a minimum passing score of 80% on the post test for each unit, plus demonstrating competency as determined by TEC policy.

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Total 54 units

Hold Harmless Clause

The School Board shall offer a minimum of two (2) series each school year on a rotating basis.
FOREWARD

The School Board has always been committed to hiring the best qualified applicants to fill vacancies within the public schools of Sarasota County. This commitment has been particularly successful in the custodial and school mechanics areas. In order to further increase the skills of these employees, the Board intends to extend its commitment in those areas by providing a custodial career ladder. The career ladder will be referred to as the Career Advancement Program (CAP). This program has been designed to provide the employee an opportunity to take advantage of training components that will assist in upgrading skills, in increasing the number of new skills, and in providing an opportunity to advance careers. It is the Board’s desire that this program improve job competency, allow the employee career choices, and assist in raising the morale of the employees, thus assuring the best possible custodial service to the school board sites, students, and the general public.

The provisions of the custodial career ladder are subject to study by committee. Recommended changes will become addendums to this agreement.
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The Career Advancement Program is a voluntary program established by the Administration and coordinated by the Teacher Education Center (TEC) in conjunction with Sarasota Vocational Technical Center and agreed to between the Parties. This program and the requirements thereof shall not be changed without express agreement between the Parties. The exception is course content.

The Career Advancement Program is intended to provide an upward mobility career ladder for all custodial employees. Those employees who elect to participate in the program shall, upon meeting that program's completion criteria, be eligible to advance up the career ladder as vacancies occur.
IMPLEMENTATION

Upon Board approval the administration shall take the following action:

1. Notify all custodial employees about the Career Advancement Program.

2. In conjunction with the Union, establish an "Appeals Panel" to resolve issues arising out of the Career Advancement Program.

3. Classes shall be filled in the following manner:

   a. Those employees needing a particular course commensurate with their duties shall be afforded first priority. In case of class overload, the employee with the most seniority shall be selected for that class.

   b. Plant Engineers and Shift Leaders needing the CAP shall be afforded initial priority to attend classes upon implementation of the program.

   c. Release time, if required, for CAP participants to attend classes shall be without loss of pay.
PROMOTIONS

Promotion to Plant Engineer, Head Custodian, School Mechanic or Shift Leader shall conform to the following criteria:

1. Plant Engineer, Head Custodian, or Shift Leader
   Must have completed or tested out of the CAP through leadership training level.

2. School Mechanic
   Must have completed or tested out of the School Mechanic Apprentice training component of the Custodial CAP.

3. Selection Process
   a. Selection for the position shall be done through the interview process in the following manner:
   b. As soon as practicable following an official action of the School Board which results in a Plant Engineer, Head Custodian, School Mechanic, or Shift Leader vacancy, the position shall be advertised as follows:

      (1) The Director of Personnel shall prepare an announcement of the vacancy, including an outline of the job description, and cause it to be posted prominently at all cost centers in the Sarasota County School System.

      (2) All interested applicants should express, in writing, to the Director of Personnel their desire to be considered for the announced vacancies.

      (3) The Director of Personnel or designee shall review all applications and other relevant information to confirm that minimum requirements have been met by the applicants. Only applicants whose credentials meet those minimum requirements may be eligible for interview.

      (4) As soon as practicable after the closing of the application period, the Director of Personnel shall appoint and activate a committee to screen all eligible applicants and select those to be interviewed, hereafter called semi-finalists. The screening committee shall include the Director of Personnel or designee, the School Principal, and others at the discretion of the Director of Personnel. The screening committee shall not be restricted to interviewing a predetermined number of semi-finalists. Consensus of the screening committee shall determine the semi-finalists.
(5) After selection of the semi-finalists, the Director of Personnel shall appoint and activate the Interview Committee. The Committee shall include the Director of Personnel or designee, School Administrator (receiving school), and Director of Elementary or Middle and Secondary Schools. The Director of Personnel or designee shall chair each committee, schedule interviews, arrange for secretarial service, and prepare and submit all necessary reports, including a recommendation to the Superintendent.

(6) The Interview Committee shall meet to determine its interview and selection procedures before conducting interviews.

(7) The committee shall report to the Superintendent the decision it has reached with a numerical ballot to support its actions. In the event of a tie, the committee shall recommend the most senior employee.

(8) The Superintendent shall select and recommend to the School Board, but need not select according to the committee's ranking.

(9) Promotions to the next grade will be the next full pay period following School Board action.
PROBATIONARY PERIOD

The Board has a commitment to hire the best qualified applicants for custodian vacancies. With this in mind, the Board has established a career ladder which will make training available to all custodial employees. This program has been designed to provide training that would improve job performance and would also provide appropriate leadership skills. However, classroom training alone is not an assurance that an individual will be successful. This has prompted the Board to build in "probationary periods" for each promotion step built into the custodial career ladder. A probationary period will allow the immediate supervisor to evaluate the promoted employee's job performance. If the job performance is acceptable during the probationary period, the employee in question will be given regular employment status. However, should the employee not perform well, s/he will be placed in the regular position s/he last held.
PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

1. Notification of courses offered will be sent out by the staff of the TEC. This information shall include, but not be limited to the following:

   Time, place, number of hours, course number, brief description of the course, class size and name of instructor.

2. Interested parties must register with the TEC to insure space available. Applicants shall be selected on a first come - first served basis, except as outlined in number 3 below.

3. Those employees nearing completion of a required and approved program and/or needing a particular course commensurate with their duties shall be afforded first priority.
COURSE REQUIREMENTS

Course requirements for Certified, Masters, School Mechanic Apprentice, and Leadership Training:

Satisfactory completion of the inservice series established for the Career Advancement Program (CAP) shall entail a minimum passing score of 80% on the written post test for each unit.

Certified Certificate:

1. Sanitation in School Housekeeping 10 hours
2. Floor and Carpet Care 15 hours
3. Safety in School Operation 5 hours
4. Custodian Relations with Others 10 hours
5. Custodial Essentials (A) 15 hours

55 hours

Master Certificate:

1. Heating, Ventilation & Air Conditioning 10 hours
2. Minor Maintenance for Custodian 15 hours
3. Grounds Care 5 hours
4. Job Analysis, Manpower Allotment 10 hours
5. Custodian Essentials (B) 15 hours

55 hours

School Mechanic Apprentice Training:

1. Air Conditioning 2 hours
2. Carpentry 2 hours
3. Electrical 2 hours
4. Equipment Repair/Audio-Visual 2 hours
5. Plumbing 2 hours
6. Painting 2 hours
7. Utility/Maintenance 5 hours

17 hours

Leadership Training (Interaction Management Training):

1. Introductory Module 5 hours
2. Improving Employee Performance 3 hours
3. Improving Work Habits 3 hours
4. Maintaining Improved Performance 3 hours
5. Utilizing Effective Follow-Up Action 3 hours
6. Utilizing Effective Corrective Action 3 hours
7. Handling Employee Complaints 3 hours
8. Reducing Tardiness 3 hours

26 hours
COURSE DESCRIPTIONS

Sanitation in School Housekeeping 10 hours

This training manual includes basic material in the subject areas of:

- bacteriology
- germicidal - detergents
- special cleaning agents
- spot and stain removal technique
- sanitation tools and supplies
- toilet fixtures, surfaces, and finishes
- sanitizing methods and procedures
- soils and surfaces
- housekeeping cleaning methods
- pest control

Class size maximum - 30

Floor and Carpet Care 15 hours

This course covers all types of floors and carpets and the care required for each type such as:

- sweeping
- dust mopping
- vacuuming, wet and damp mopping
- scrubbing
- stripping
- rinsing
- sealing
- waxing
- sanding
- spot and stain removal
- shampooing
- spray buffing
- refinishing

The class uses visual aids, class discussion participation, and demonstrations.

Class size maximum - 30
COURSE DESCRIPTIONS (Continued)

Heating, Ventilation and Air Conditioning 10 hours

Included in this material are subject areas such as:

- history and terminology of heating
- factors determining health and comfort
- heating systems
- generators
- fuels and combustion
- procedures for heating devices
- boiler care
- ventilation
- air conditioning - problems, components, controls
- heating controls
- and other materials

Class size maximum - 30

Safety in School Operations 5 hours

An outline of this material is:

- philosophy and laws
- accidents and reporting
- personnel safety: conditions
  - factors
  - object handling
  - protective devices
  - special equipment
- building safety: structural systems
- mechanical systems
- electrical systems
- fire safety
- housekeeping safety
- grounds safety: site and physical traits
- student safety
- hand tool safety
- First Aid

Class size maximum - 30
COURSE DESCRIPTIONS (Continued)

Custodian's Relations with Others 10 hours

Topics discussed are: school CAP for the custodian
selecting the custodian
good public relations
human relations
employer-employee relations
legal and ethical aspects
structure of custodial responsibilities
Board policy
administrative regulations
custodial handbook
decision making
custodian's relations with general public
custodian's relations with employees
custodian's role in management
communications and responsibilities
training new employees

Class size maximum - 40

Minor Maintenance for Custodians 15 hours

The course content includes:

defining minor maintenance
basic electricity: sources, tools, equipment
basic carpentry: tools, equipment, job procedures
basic plumbing: tools, equipment, job procedures
painting: tools, equipment, job procedures
masonry: tools, equipment, job procedures

Class size maximum - 30

Grounds Care 5 hours

Course Content includes:

good grounds care
lawns: grasses, soil, mowing, disease, fertilizing, watering
recreation areas
shrubbery
trees
equipment
pest control

Class size maximum - 30

C-12
COURSE DESCRIPTIONS (Continued)

Job Analysis, Manpower Allotment, Work Schedules 10 hours

Course content includes:

personnel: responsibilities, job description, methods used in determining manpower needs
task time frequency
room equivalents
factored formulas
nomographs
building inspection forms

Class size maximum - 30

Custodian Essentials - Part A 15 hours

This course is a condensed version of the material in: Sanitation, Floor Care, Safety, and Relations

Class size maximum - 40

Custodian Essentials - Part B 15 hours

This course is a condensed version of the material in: Heating/Air Conditioning, Minor Maintenance, Grounds and Job Analysis

Class size maximum - 40

Air Conditioning 2 hours*

The student will be able to:

adjust thermostat
change filter
remove dust from heating/cooling system
check power to unit and overloads

Class size maximum - 19*
COURSE DESCRIPTIONS (Continued)

Carpentry

The student will be able to:

demonstrate the ability to work safely

demonstrate the ability to keep a clean, orderly and safe work area

demonstrate the safe use of hand and power tools

recognize and identify common safety hazards

use hand tools: identify hand tools

select correct tool for job

identify characteristics of construction lumber:

identify grades/species of lumber

identify actual/nominal sizes

identify grades of plywood

use of power tools: identify power tools

select correct tool for job

use of power tools

demonstrate safe, proper care, and use of hand tools

demonstrate safe, proper care, and use of power tools

Class size maximum - 19*

Electrical

The student will be able to:

replace duplex wall outlet

replace single pole light switch

replace a light in a fluorescent system

replace a faulty breaker

use a meter to determine continuity in an electrical distributor system

rewire a lamp or appliance

de-energize a circuit for repairs

Class size maximum - 19*

Equipment Repair/Audio Visual

Topics to be arranged and announced at a later date.

Class size maximum - 19*
Plumbing 2 hours

The student will be able to:

- recognize and name commonly used tools
- insulate a water line
- install a lawn sprinkler system
- read gauges/meters
- locate water lines/valves
- identify and repair minor leaks
- identify various pipes and methods of joining
- unstop drains
- do basic soldering

Class size maximum - 19*

Painting 2 hours

The student will be able to:

- properly prepare walls for refinishing: cleaning, sanding, scraping, etc.
- choose compatible materials
- use proper equipment: brushes, rollers, drop cloths, rags, tape, thinner, etc.
- practice proper safety: ventilation, sparks, paint signs, etc.

Class size maximum - 19*

Utility/Maintenance 5 hours*

(Includes 1 hour of housekeeping)

The student will be able to:

- perform maintenance fundamentals
- use measurement instruments to determine dimensions
- troubleshoot to solve mechanical problems
- select proper material for maintenance/repair situation
- select proper tool for maintaining/repairing
- use power tools: set up/use/maintain sander and plane
- set up/use/maintain portable drill and power screwdriver
Utility/Maintenance (Continued)

- set up/use/maintain circular saw, reciprocating saw, scroll saw, router, and trimmer
- set up/use/maintain a hand saw
- perform masonry repair and maintenance, mix mortar
- apply finishes to properly prepared surfaces, erect ladder/scaffold for working at a height of twelve (12) feet
- demonstrate understanding of procedures and safe work practices
- apply shop policies and procedures
- apply shop safety rules and procedures
- demonstrate operation of shop safety devices
- demonstrate personal safety procedures
- demonstrate basic first aid procedures
- apply fire safety rules and procedures
- apply electrical safety rules and procedures
- demonstrate procedures for disaster situations
- comply with safety precautions when wiring in hazardous areas

Class size maximum - 19*

*Combined total of all classes will be 19 students.
*Total hours will be 17.

Introductory Module

5 hours

The Introductory Module will include seven units and a review of general management techniques.

Improving Employee Performance

3 hours

As a director of work activities, one of your major responsibilities is keeping the output of the employees in your work group at certain standards of quality and quantity. To meet the goals/standards established for the job, each employee must be willing to do his/her share. When an employee is underperforming, you should take action. The key is to handle the discussion with the employee in such a manner that s/he is motivated to improve performance. The employee must be motivated. There is no other way to successfully improve the performance of the work group.

Class size maximum - 12
Directors of work activities are often faced with the problem of an employee who is developing a poor work habit, such as sloppy housekeeping, inappropriate dress, unsafe procedures, improper use of the telephone, late reports, etc. A poor work habit which develops in one employee may spread to the rest of the work group. Therefore, it must be handled immediately and effectively. A poor work habit should be dealt with as soon as it appears because habits are much easier to change as they are developing than after they have become established. The effective director of work activities notices the work habits of the employees in the work group. When an employee starts to develop a poor work habit, the director of work activities takes immediate action to change the habit before it becomes a bigger problem.

Class size maximum - 12

Maintaining Improved Performance 3 hours

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

Class size maximum - 12

Utilizing Effective Follow-Up Action 3 hours

In most discussions with employees about poor performance or poor work habits, the director of work activities and the employee agree upon specific action to be taken. Hopefully, the employee will take action and will correct the problem. However, if this does not happen, the director of work activities must have a follow-up meeting because, in effect, the director is putting the employee on notice that s/he is aware of the lack of improvement and is still concerned. In addition, the director is giving the employee another chance to correct the problem before s/he takes disciplinary action. Therefore, it is important that in this meeting the director outlines very clearly to the employee the consequences of continued lack of improvement.

Class size maximum - 12
Utilizing Effective Disciplinary Action

Sometimes the director is not able to resolve problem situations with employees, even after several discussions. Even though the director provided the employee with support and has had several discussions about the problem situation, no progress in correcting the situation has been made. The director finds himself/herself in the position of having to take disciplinary action in an attempt to resolve the problem situation. Of course, there are also instances in which the director must take disciplinary action without having any previous discussions. These are situations which are clear violations of the organization's policies and procedures, such as extremely hazardous work infractions, possession of illegal substances on the premises, theft, etc.

Class size maximum - 12

Handling Employee Complaints

Every employee has a complaint from time to time. Sometimes the director of work activities can take actions which will resolve the complaint; at other times the director of work activities can do little more than listen to the complaint. At all times it is important that the director of work activities establish a climate which encourages employees to bring their complaints to him/her. Employees will voice their complaints no matter what the work climate. If there is an open climate, the complaint will be voiced to the director. If a relatively closed climate has been established, the complaint will probably be voiced to other employees, not to the work director.

Class size maximum - 12

Reducing Tardiness

Tardiness is a problem that most directors of work activities have to deal with from time to time. It is important that the tardiness be dealt with effectively and promptly because tardiness causes several other problems. The tardy employee may get behind in his/her work. Also, other employees may be unhappy and wish to have the same "privilege." The result may be that other employees complain about the tardy employee or come in late themselves.

Class size maximum - 12
Steps in the Career Advancement Program

Step I: Entry (Custodian)

1. Complete application process
2. Successful interview with appropriate official
3. Recommendation to personnel
4. School Board approval
5. Successful qualification period (6 months)

Step II: Certified Certificate

1. Must be accepted into the Career Advancement Program (CAP) or successfully test out with a minimum score of 80%.

2. Must be a regular employee of the School District (Substitute employee acceptance by special permission).

3. Must successfully complete five (5) courses, totaling fifty-five (55) hours.

4. Must achieve a minimum test score of 80% to pass written examination.

Step III: Master Certificate

1. Must complete requirements or test out of Certified and Master certificate training and have that record on file in the Personnel Office. A total of fifty-five (55) hours of course work with a minimum test score of 80% is needed for completion of Step III. Note: The combined total of Step II and III is 110 hours.

Step IV: School Mechanic Apprentice

1. Must complete requirements or test out of School Mechanic Apprentice training component and have that record on file in the Personnel Office. A total of seventeen (17) hours of course work with a minimum test score of 80% is needed for completion of Step IV. Note that the combined total of Step II, III and IV is 127 hours.

C-19
Step V: Shift Leader

1. Must complete or test out at 80% of all requirements in the first three steps. Step IV is optional and would be considered favorably as a qualification for Shift Leader. Note: If two individuals are contending for this same position, and one is an employee who has successfully completed the Career Advancement Program and the other one has tested out of the Program and is not an employee and both individuals are equal in qualification, the employee that has successfully completed the program would receive the promotion.

Step VI: Leadership Training

1. Successful completion of Certified and Masters level or successfully testing out of said steps.

2. In addition to number one above, successful completion of School Mechanic Apprentice Training or testing out of said step would qualify the individual for Leadership Training.

3. The two most recent job performance evaluations must be acceptable.

4. Must have successfully completed the three (3) month qualifying period.

Step VII: Head Custodian

1. Complete or successfully test out of all requirements in Step II and III (80% minimum score). Step IV is optional and would be considered favorably as a qualification. If several employees are contending for the same position and one is an employee who has successfully completed CAP and one has tested out of CAP and each individual is equal relative to their qualifications, the employee that has successfully completed CAP would receive the promotion.
Step VIII: Plant Engineer

1. Successful completion of certified, masters, and leadership training steps with a minimum score of 80% or an individual could test out of the program with a minimum score of 80% on all tests and not be required to take courses involved in the certified master and leadership training programs. This option should be used only after an interview that resulted in not finding a qualified applicant from the individuals interviewed.

2. The School Mechanic Apprentice Training would be considered favorably as a qualification for Plant Engineer.

Waivers

Waivers to the procedure may be granted in unusual circumstances such as follows:

1. To meet Affirmative Action Guidelines
2. No qualified applicants available

Test Out Process

An individual may successfully test out of the Career Advancement Program without taking course work if s/he can attain a minimum score of 80% on all written exams in the program. For promotion this individual must have better qualification than any other employee who has applied and has successfully completed the CAP. If the qualifications are the same between the test out applicant and the applicant who has successfully completed CAP, the applicant who successfully completed the program will be given preference for the promotion. No test out applicant should be considered until all interested applicants that have completed the Career Advancement Program have been interviewed. Test out applicants can be hired only if no qualified applicants are found during the interview mentioned above.
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

JOB DESCRIPTION

JOB TITLE Plant Engineer            DIVISION

SUPERVISOR Principal or Designee    DEPARTMENT

BASIC FUNCTION:

To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop by assigning, directing and performing manual work in housekeeping and custodial assignments at school board sites.

DESCRIPTION OF MAJOR DUTIES:

1. Plans, assigns, schedules, and directs the work of subordinate custodial personnel engaged in cleaning, housekeeping, and minor maintenance of buildings, facilities, and grounds.

2. Frequently inspects cleaning operations for compliance with required standards and subsequently directs the necessary corrections.

3. Trains new custodial employees in required duties and procedures.

4. Maintains required records, prepares simple reports, and requisitions supplies.

5. Participates in or independently performs various custodial duties outlined in the Custodian job description.

6. Directs and assists with such tasks as replacing light bulbs, moving furniture, mowing grass, minor caring for shrubbery, disposing of wastepaper, cleaning lavatories, replacing supplies and performing other duties related to the responsibilities of this position.

7. Plans regular staff meetings and reports all concerns to the immediate supervisor. Attends inservice deemed necessary to perform duties effectively and efficiently.

8. Performs other related duties as assigned by the Principal or Designee. (Note: The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)
QUALIFICATIONS:

1. Possesses considerable knowledge of materials, methods, and equipment used in custodial duties.

2. Understands oral and written instructions and sees that the instructions are carried out to satisfactory completion.

3. Possesses sufficient physical strength and agility to perform the variety of custodial tasks outlined in the job description.

4. Has successfully completed or tested out of the CAP which includes the certified, masters, and leadership training.
JOBTITLE ___________________ DIVISION _________________________
SUPERVISOR Principal or Designee DEPARTMENT ___________________

BASIC FUNCTION:
Performs general maintenance and basic carpentry work as assigned by the Plant Engineer.

DESCRIPTION OF MAJOR DUTIES:

1. Performs general maintenance and basic carpentry duties as set forth in daily, weekly, monthly, and seasonal schedules.

2. Maintains equipment in good working order.

3. Reports in writing to the Plant Engineer unsafe and adverse conditions.

4. Repairs furniture, equipment, and other items as need dictates or as directed.

5. Performs cleaning duties as directed by the Plant Engineer when deemed necessary.

6. Attends inservice deemed necessary to perform duties effectively and efficiently.

7. Performs duties safely and efficiently.

8. Performs other related duties as assigned. (Note: The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

QUALIFICATIONS:

1. Demonstrated knowledge of materials, methods, and equipment used in maintenance, basic carpentry and custodial work.

2. Understands and follows simple oral and written instructions.
QUALIFICATIONS (Continued)

3. Possesses sufficient physical strength and agility to perform the variety of general maintenance and custodial duties outlined in this job description.

4. Has successfully completed or tested out of the certified, masters and the school mechanic apprentice training component of the CAP.

5. Has journeyman experience (preferred) in at least one craft and ability to double in one or more crafts. This group includes carpenters, electricians, refrigeration mechanics, plumbers, etc.
BASIC FUNCTION:

Under the direction of the Plant Engineer, the Head Custodian is responsible for making sure that all job duties assigned are carried out to their successful completion while also performing manual duties in housekeeping and other custodial tasks at the school board site.

DESCRIPTION OF MAJOR DUTIES:

1. Directs and inspects cleaning operations assigned by the Plant Engineer.

2. Performs cleaning duties as set forth in daily, weekly, monthly, and seasonal schedules and other housekeeping tasks as assigned.

3. Replaces light bulbs and assists in grounds upkeep.

4. Maintains cleaning equipment in good working condition and maintains adequate supply of cleaning materials.

5. Uses cleaning equipment and materials in a proper manner.

6. Moves furniture and delivers supplies.

7. Reports unsafe and adverse conditions in writing to the Plant Engineer.

8. Secures buildings and grounds as assigned.

9. Attends inservice deemed necessary to perform duties effectively and efficiently.

10. Performs other related duties as assigned. (Note: The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

QUALIFICATIONS:

1. Demonstrates knowledge of materials, methods, and equipment used in custodial work.
QUALIFICATIONS: (Continued)

2. Understands and follows simple oral and written instructions.

3. Possesses sufficient physical strength and agility to perform the variety of custodial tasks outlined in the job description.

4. Has successfully completed or tested out of the certified, masters, and leadership training level of the CAP.
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

JOB DESCRIPTION

JOB TITLE  Shift Leader

DIVISION

SUPERVISOR  Principal or Designee

DEPARTMENT

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BASIC FUNCTION:

Under the direction of the Plant Engineer, the Shift Leader is responsible for making sure that all job duties assigned are carried out to successful completion while performing manual work in housekeeping and other custodial duties at the school board site.

DESCRIPTION OF MAJOR DUTIES:

1. Oversees and inspects cleaning operations assigned by the Plant Engineer.

2. Performs cleaning duties as set forth in daily, weekly, monthly, and seasonal schedules and other housekeeping tasks as assigned.

3. Replaces light bulbs, makes minor repairs to cleaning equipment, and assists in grounds upkeep.

4. Maintains cleaning equipment in good working condition and maintains adequate supply of cleaning materials.

5. Uses cleaning equipment and materials in a proper manner.

6. Moves furniture and delivers supplies.

7. Reports in writing to the Plant Engineer unsafe and adverse conditions.

8. Secures buildings and grounds as assigned.

9. Attends inservice deemed necessary to perform duties effectively and efficiently.

10. Performs other related duties as assigned. (Note: The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)
QUALIFICATIONS:

1. Demonstrates knowledge of materials, methods, and equipment used in custodial work.

2. Understands and follows simple oral and written instructions.

3. Possesses sufficient physical strength and agility to perform the variety of custodial tasks outlined in this job description.

4. Has successfully completed or tested out of the certified and masters level of the CAP.
JOB DESCRIPTION

JOB TITLE Custodian

SUPERVISOR Principal or Designee

DEPARTMENT

BASIC FUNCTION:

To perform housekeeping work required for the routine cleaning and upkeep of school board facilities and to perform maintenance work for the preservation, care, and protection of these facilities.

DESCRIPTION OF MAJOR DUTIES:

1. Performs general cleaning duties as set forth in daily, weekly, monthly, and seasonal schedules and other custodial tasks as assigned.

2. Replaces light bulbs, makes minor repairs to cleaning equipment, and assists in grounds upkeep.

3. Maintains an adequate supply of cleaning materials and keeps cleaning equipment in good working condition.

4. Uses cleaning equipment and materials in a proper manner.

5. Moves furniture and delivers supplies.

6. Reports unsafe and adverse conditions in writing to the Plant Engineer.

7. Secures buildings and grounds as assigned.

8. Attends inservice deemed necessary to perform duties effectively and efficiently.

9. Performs other related duties as assigned.

QUALIFICATIONS:

1. Ability to perform duties outlined in this job description.

2. Ability to physically perform required work in the care of school facilities.
CAREER ADVANCEMENT PROGRAM (CAP)

Custodial Chart

- Plant Engineer
  - 3 month qualifying period
  - Head Custodian
    - Elem. School
    - High School
    - Middle School
  - 3 month qualifying period
  - Leadership Training
    - 23 hours
  - Shift Leader
    - 3 month qualifying period
    - Master Certificate
      - 55 hours
      - 110 total
  - Certified Certificate
    - 55 hours
  - Entry Level Custodian
    - 6 month qualifying period
  - School Mechanic
    - Apprentice

*Training Voc-Tec
APPENDIX D

TRANSPORTATION PROGRAM
I. Transportation Attendant Salary Schedule

The Transportation Attendant Salary Schedule shall be the equivalent of the Teacher Aide Schedule, Steps 4-8. All present transportation attendants shall be reclassified to one of these steps consistent with their seniority.

II. Schedule or Shift Changes

A. Except in the case of emergencies or adjustments within an employee's block time, an employee's schedule or shift will not be adjusted with less than thirty (30) days notice.

III. Block Time

A. Transportation routes will be in the following block time:

- 0 - 4 hours*
- 4 - 6 hours
- 6 - 8 hours
- 8 hours

Once a block is selected, employees required to work beyond such block time shall be compensated at the applicable rate.

*ESE (Article X-B) runs which required approximately three and one half (3.5) hours per day and approximately six (6) hours per day on one day per week will be bid in the 0-4 block time with terms and conditions of such runs being clearly defined. Such ESE runs to be exempt from four (4) hour daily minimum but not the twenty (20) hour minimum per week.

B. Employees bidding for routes in Blocks 0-4 and 4-6 shall be guaranteed a minimum of 4 hours per day, 20 hours per week.

C. Employees bidding and receiving routes in Block 6-8 shall be guaranteed a minimum of 6 hours per day, 30 hours per week.

D. An employee bidding and receiving an eight (8) hour position shall be guaranteed a forty (40) hour week. Such an employee's schedule may be a flexi-schedule; however, any forty (40) hour position must be bid, explaining in full the terms and conditions of the position. Such a schedule could encompass a seven (7) day period; however, the employee will be compensated in accordance with applicable statutes.
IV. Bidding of Routes

A. Regular and Summer Routes

1. All routes will be bid in the following manner and will be filled in accordance with seniority.
   a. All ESE drivers and attendants on the existing grandfather list or ESE drivers or attendants driving ESE on the last day of the 1987-88 school year will remain ESE drivers or attendants until they bid out of ESE or no longer are bus drivers or attendants.
   b. All routes, ESE and big bus, will be listed together for bidding. The list shall be from longest to shortest route. ESE routes shall be coded for identification and ESE drivers or attendants who choose to remain ESE will bid first. Such bidding shall be by seniority.
   c. ESE routes remaining open following the grandfathered ESE bidding will be open for any appointed driver or attendant who has met the ESE training requirement and has the appropriate seniority.
   d. Grandfathered ESE drivers or attendants who choose to bid out of ESE will lose their grandfathered status and, not carry the ESE seniority list into the big bus bidding.

2. Routes becoming available after the initial bidding shall be posted within five (5) days of their availability.

3. When a route becomes available, it will be posted for a minimum of forty-eight (48) hours. The senior driver or attendant, as appropriate, who bids for the route vacated by the successful bidder will be awarded that run. That vacated run shall also be filled in accordance with this section. The route vacated at the second degree may be assigned. In the event no driver/attendant bids for a route, the route shall be bid by trainees.
B. Field Trips

1. The Transportation Department shall maintain voluntary field trip lists based on seniority—one for in-county and one for out-of-county field trips. However, only qualified ESE drivers can drive ESE field trips. Drivers qualified for ESE will not be penalized.

2. An employee not desiring to drive field trips can have his/her name removed by so designating it in writing.

3. The senior employee on the in-county or the out-of-county field trip list or both shall be offered the longest field trip on any given day. Trainee drivers or trainee attendants shall not be eligible for field trips unless all regular driver or attendants have turned such trips down.

4. If an employee turns down a field trip, his/her name shall go to the bottom of the field trip seniority list and the trip shall go to the next driver or attendant on the field trip seniority list.

5. Standby drivers shall be taken from the same list as the field trip list they are supporting, with a minimum three (3) hour guarantee.

6. An employee shall be guaranteed three (3) hours pay for a canceled field trip. In the event a field trip is canceled and the driver/attendant is given twenty-four (24) hours advance notice, there shall be no guaranteed pay. The driver/attendant shall be restored to his/her previous position on the field trip list and assigned the next unassigned field trip on the same list.

7. In all cases, qualified attendants shall not be penalized because their normal assigned driver refuses and/or cannot drive on an assigned field trip.

8. If the change-over time from a regular route to a field and vice versa is thirty (30) minutes or less, the driver shall be paid straight through at his/her appropriate rate.

9. A series type field trip is considered as one field trip and shall be assigned to the same driver.

10. Any driver who does not have a layover of at least fifteen (15) minutes for his/her normal break will be provided a minimum of fifteen (15) minutes for pay purposes as part of the field trip compensation in both the A.M. and the P.M.
C. Emergency Recall List

1. Within thirty (30) days of the ratification of this Agreement, a joint Union/Transportation/Administration Committee shall be formed to develop procedures for the implementation and utilization of this section. Such procedure is to be reviewed and approved by the Personnel Department.

D. Extra-Duty Assignment

1. Those employees not wishing to volunteer for extra-duty assignments may do so by notifying the Director of Transportation during the week of safety school.

2. The rotational list shall be based on seniority and utilized in accordance with it.

3. If an employee turns down an extra-duty assignment their name shall go to the bottom of the list and the assignment shall go to the next person on the list.

4. There shall be a separate North County and South County list.

V. Duty Time/Compensation

A. Duty time shall be all of that time in which a driver is permitted to perform or suffers in the performance of his/her duties.

B. Drivers will be paid in accordance with this Agreement and/or the Fair Labor Standards Act, whichever rate is greater.

VI. Route Coordinator/Safety Officer

These positions shall be bid and filled in accordance with seniority.

VII. Radios

Employees shall be permitted to have and use personal tape or deck players in their buses.

VIII. Chauffeur's License

Employees qualifying for a six (6) year "Safe Driver" Chauffeur's License shall be reimbursed for the cost of license less the administrative fee.
IX. Overtime

A. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to the most senior mechanic first and then rotating through the established list.

B. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this Agreement.

X. Student discipline shall be handled in accordance with the current drivers' handbook.

XI. Meal Allowances

A. Drivers and attendants on in-county field trips shall be responsible for their own lunches.

B. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and attendants earning meal allowances shall be "off the clock" for thirty (30) minutes for each meal earned.
APPENDIX E

CONDITIONS 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, 1985, 1986, and 1987 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, 1991, 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 have one-half (1/2) day deducted from his/her personal sick leave account and deposited to the bank.

   (2) A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and 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. This person shall act as chairperson 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 for which they are not receiving Worker's Compensation benefits), 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 (20) 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 a doctor from a standing panel appointed by the Board.

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

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 Section 4, b, (10).

5. Discontinuation

Within two (2) months after the expiration of the sick leave bank (June 30, 1991), 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, 1991, 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 (1) of the unused days to be credited to his/her 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 (1) 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 (1) of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding one-half (1/2) 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 (1) of the unused days to be credited to his/her personal sick leave account.

f. If the number of unused sick leave days in the bank is less than one-half (1/2) 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.
APPENDIX F

BARGAINING UNIT INCLUSIONS/EXCLUSIONS
APPENDIX F - BARGAINING UNIT INCLUSIONS/EXCLUSIONS

1. Secretaries to Superintendent
2. Secretaries to Assistant Superintendents
3. Secretaries to Principals
4. Secretaries to Executive Directors
5. Personnel Specialists
6. Route Coordinators*
7. Safety Officers

*Subject to PERC acceptance to joint petition filed by the parties.
APPENDIX G

PERFORMANCE EVALUATION FORM
SCHOOL BOARD OF SARASOTA COUNTY
EVALUATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>(Last, First)</td>
<td>Location</td>
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<table>
<thead>
<tr>
<th>Social Security No.</th>
<th>Salary Group</th>
<th>Date:</th>
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<table>
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<tr>
<th>Performance Criteria Evaluation</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Not Effective</th>
<th>Remarks: Please use numbers to identify comments related to major duties.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of work. (Neatness, completeness and thoroughness of work performed)</td>
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<td>2. Quantity of work. (Amount and promptness of work)</td>
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<td>3. Attendance and Punctuality. (Absences, arrivals and departures)</td>
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<td>4. Responsibility and Dependability. (Consistency, follow directions, perform in reliable fashion)</td>
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<td>5. Use of time. (Planning of work, offering assistance to others, ability to organize workload)</td>
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<td>6. Cooperation. (Working with others, consideration of other employee's work)</td>
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<td>7. Initiative. (Amount of guidance required, resourcefulness, use of own ideas, procedures)</td>
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<td>8. Personal Relationship. (Employee’s tact, courtesy, self-control, patience and respect for others)</td>
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<td>10. Appearance and personal grooming.</td>
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EVALUATOR'S SIGNATURE

I have read and discussed this evaluation with my evaluator.

DATE

EMPLOYEE'S SIGNATURE
APPENDIX H

COST CENTER BASED MANAGEMENT/
SHARED DECISION MAKING
APPENDIX H - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING

1. Organization: Each cost center shall determine the organization and structure of its decision making structure. Administrators and classified staff shall agree on (a) cost center improvement goals and (b) whether to use a hierarchical or shared decision making model. A two-thirds (2/3) favorable ballot by staff and student leaders shall be used for this purpose.

For those cost centers utilizing Cost Center Based Management/Shared Decision Making, the following procedures will apply:

a. Individual Cost Centers: the shared decision making team should be structured to meet the unique needs of each cost center. Its size should be functional but large enough to represent cost center's administrators. Its members shall be selected by peers.

The shared decision making team shall make decisions on cost center site policies and procedures through a consensus development approach.

A significant responsibility of the shared decision making team shall be its participation in the cost center's strategic planning process. In assuming this role, greater flexibility will be provided to the site in its use and management of human and material resources.

b. District Management Team: The DMT shall be comprised of the Superintendent, SC/TA President, PTA Council President or designee, Jt. SAC Chairman designee, two (2) Student Government Presidents or designees, five (5) SC/TA instructional staff, three (3) SC/TA classified staff, and four (4) school principals.

A role of the DMT shall be to review cost center strategic plans, and to support requests for waivers of School Board Rules or contract provisions, forwarding all such plans and requests to the School Board for approval and, in the case of contract waivers, also to the bargaining unit for approval. Additionally, the District Management Team shall be used as a mediating body to assist in resolving issues that arise as cost centers become more involved in shared decision making.

The DMT will also serve in an advisory role to the School Board on policy matters that come before the Board.

2. Traditional organization: Cost Centers choosing to utilize a hierarchical model shall continue to employ appointed staff leaders and Working Conditions Committees in their traditional advisory roles.
Superintendent
Sarasota County School District
2418 Hatton Street
Sarasota, FL 33577

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Sarasota Cnty Fla School Bd Food Cust

WITH SINGLE INDEPENDENT ASSOCIATION
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved ____________________________

2. Number and location of establishments covered by agreement ____________________________

3. Product, service, or type of business ____________________________

4. If your agreement has been extended, indicate new expiration date ____________________________

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code

BLS 2452 (Rev. August 1984)