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Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1985)
Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1985)

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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, 1985 - June 30, 1988
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>SCOPE OF BARGAINING</td>
<td>4</td>
</tr>
<tr>
<td>IV</td>
<td>UNION RIGHTS, PRIVILEGES AND OBLIGATIONS</td>
<td>6</td>
</tr>
<tr>
<td>V</td>
<td>EMPLOYEE RIGHTS</td>
<td>10</td>
</tr>
<tr>
<td>VI</td>
<td>MANAGEMENT RIGHTS</td>
<td>13</td>
</tr>
<tr>
<td>VII</td>
<td>CHANGES IN PAST PRACTICES AND TERMS AND CONDITIONS OF EMPLOYMENT</td>
<td>15</td>
</tr>
<tr>
<td>VIII</td>
<td>FAIR PRACTICES</td>
<td>16</td>
</tr>
<tr>
<td>IX</td>
<td>SALARIES</td>
<td>17</td>
</tr>
<tr>
<td>X</td>
<td>WORKDAY</td>
<td>19</td>
</tr>
<tr>
<td>XI</td>
<td>CLASSIFICATION WORKING CONDITIONS COMMITTEE</td>
<td>21</td>
</tr>
<tr>
<td>XII</td>
<td>COUNTY-WIDE WORKING CONDITIONS COMMITTEE</td>
<td>22</td>
</tr>
<tr>
<td>XIII</td>
<td>PERFORMANCE EVALUATION</td>
<td>23</td>
</tr>
<tr>
<td>XIV</td>
<td>TEACHER EDUCATION CENTER</td>
<td>25</td>
</tr>
<tr>
<td>XV</td>
<td>TRANSFERS</td>
<td>26</td>
</tr>
<tr>
<td>XVI</td>
<td>REDUCTION IN FORCE</td>
<td>28</td>
</tr>
<tr>
<td>XVII</td>
<td>RECALL</td>
<td>29</td>
</tr>
<tr>
<td>XVIII</td>
<td>PAID LEAVES</td>
<td>30</td>
</tr>
<tr>
<td>XIX</td>
<td>UNPAID LEAVE</td>
<td>34</td>
</tr>
<tr>
<td>XX</td>
<td>MATERNITY AND CHILD CARE LEAVE</td>
<td>36</td>
</tr>
<tr>
<td>XXI</td>
<td>PERSONNEL RECORD</td>
<td>38</td>
</tr>
<tr>
<td>XXII</td>
<td>GRIEVANCE AND ARBITRATION</td>
<td>40</td>
</tr>
<tr>
<td>XXIII</td>
<td>ALTERNATIVE DISPUTE SETTLEMENT AGREEMENT</td>
<td>44</td>
</tr>
<tr>
<td>XXIV</td>
<td>DISCIPLINARY ACTIONS</td>
<td>45</td>
</tr>
<tr>
<td>XXV</td>
<td>TERMINAL PAY</td>
<td>47</td>
</tr>
<tr>
<td>XXVI</td>
<td>LOCAL RELATIONSHIPS</td>
<td>48</td>
</tr>
</tbody>
</table>
ARTICLE I - RECOGNITION

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

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

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

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

UNION - The Sarasota Classified/Teachers Association.

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

DAY - Unless otherwise indicated in the Agreement, a duty day of an employee of the Board.

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

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

SUPERINTENDENT - The Superintendent of Schools or his designee(s).

LEAD PERSON - An employee, not included with the definition of "supervisor" contained in Florida Statutes Section 228.041 (10) (a), who is designed by the Board, the Superintendent or an administrator to act as a lead person in directing the work of one or more employees.

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

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

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

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

PERC - The Florida Public Employees Relations Commission.

SCHOOL CALENDAR - The School Calendar as adopted by the Board. 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.
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. 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 employee or the employees. (Florida Statutes Chapter 447.203 (14))

C. Agreement

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 employee and approved by the Board at a regularly scheduled meeting (Florida Statutes Chapter 447.309 (1)).

D. Resolution of Impasse

Section I - 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 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 (Check 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 as provided in Florida Statute Chapter 447.403, 447.405, 447.407 and 447.409.

Section II - Special Master

Use of a Special Master shall be in accordance with applicable Florida Statutes Chapter 447.403, 447.405, 447.407 and 443.409.

Section III

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 com-
mittee of 3 neutral parties to hear the parties positions and resolve the
disputed issues. The 3 neutral parties to 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

Section 1 - Employer Information

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.

Section 2 - Payroll Deduction

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

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

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

B. The Board shall provide for a fee of $250.00 to the Union 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.

C. 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, agencies of law, with respect to the use or disposition of said funds, after they have been transmitted to the Union.

D. 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.
ARTICLE IV - UNION RIGHTS, PRIVILEGES AND OBLIGATIONS (Continued)

Section 3 - Union Meetings and Activities

A. Whenever possible, the senior representative or designee shall not be assigned non-teaching duties so as to carry out those responsibilities associated with enforcing this agreement.

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

C. 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 schedule.

D. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notification to the principal/supervisor by the union representative.

Section 4 - Union Activities At Work Locations

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

B. 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.

Section 5 - Inter School Mail

Within the guidelines of the U.S. Postal Service and related quasijudicial 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.

Section 6 - Time for Union Representatives

A. 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.

B. Elected Union Representatives shall be granted one (1) working day per semester without loss of pay to attend union seminars and meetings.
ARTICLE IV - UNION RIGHTS, PRIVILEGES, OBLIGATIONS (Continued)

C. The elected delegates to the yearly convention shall be granted one day release time to attend said activities.

Section 7 - Office Space and Equipment

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

B. If available the employer agrees to provide the union representative at each site with a file cabinet and typewriter.

Section 8 - Bulletin Boards

A. 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.

Section 9 - New Employee Orientation

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

Section 10 - Information From The Board

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

B. The Board shall provide the Union with a complete set of School Board rules, regulations and policies and changes thereof.

Section 11 - 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.

Section 12 - Right to Representation

A. 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 he/she so desires. If a request for representation is made, it shall be honored.

B. 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 employee competency.

C. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
ARTICLE IV - UNION RIGHTS, PRIVILEGES AND OBLIGATIONS (Continued)

D. The Board agrees to notify the Union of any meeting relative to A and B above at least 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 by the parties: An emergency is defined as (1) any condition that constitutes a real and immediate danger to the district; and (2) any serious charge as outlined in Chapter 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours of the knowledge of such incident.

Section 13 - Exclusivity Clause

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

Section 14 - 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.
ARTICLE V - EMPLOYEE RIGHTS

Section 1
Consistent with Chapter 447 and the Florida Statutes each employee of the bargaining unit has the right, freely and without fear of penalty of 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 views 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.

Section 2
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. However, 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.

Section 3
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.

Section 4
Employee participation in charitable drives and in U.S. Savings Bonds campaigns are voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

Section 5
All School Board policies shall be uniformly administered throughout the bargaining unit.

Section 6
Employees shall not be subjected to prohibited personnel practices.

Section 7
A. 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.
ARTICLE V - EMPLOYEE RIGHTS (Continued)

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

C. Probationary employees shall have the right to file grievances in accordance with this Agreement except in those instances prohibited by statute or in Section 8 above.

Section 8

A. 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.

B. 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.

Section 9

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

Section 10

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

Section 11

A. If any action(s) is brought against an employee arising out of his/her scope of employment the Board will decide on a case by case basis after a full investigation of the GO Team, with respect to the providing of legal defense to the employee. The Board will consider, among other points, the following:

1. Was the employee acting in accordance with Board policy and regulations.

2. Was the employee acting in accordance with state statutes.

3. Did the administration recommend any type of disciplinary action toward the employee because of his/her actions.

B. "GO TEAM"

**Purpose:** To investigate those incidents directly related to situations arising out of a teacher's employment which may result in civil action or criminal prosecution or other investigations as deemed necessary.

**Responsibilities:** Upon activation by the Superintendent the team shall investigate and report to the Superintendent and his/her designee and to the President and/or Executive Director of SC/TA or appropriate designee any and all findings relevant to the alleged incident and may make recommendations relative to same, including, any minority reports.

"Go Team" Make-Up: The "Go Team" shall be composed of five members, three to be selected by the Board and two by the SC/TA. The Superintendent shall appoint the chairman of the "Go Team" whose responsibility shall be to outline the procedure including time frames with respect to the investigation.

**Reports:** The reports of the "Go Team" shall include, but not be limited to, those items outlined in Article V, Section 2 of Employee Rights. A preliminary report shall be rendered within twenty-four hours of the incident and a final report as soon as possible thereafter.

**Released Time:** Upon activating the "Go Team", members shall be released without loss of pay during duty hours and/or compensated at the appropriate rate of pay if beyond the scope of their normal duty day.

**Guidelines and Checklists:** Upon implementation of this program, team members shall be charged with outlining minimum guidelines and standardized checklists necessary for fulfilling these obligations. Such guidelines and checklists are to be subject to approval by the Board and the SC/TA.

Section 12

A. The placement of written reprimands in the official Personnel File shall be in accordance with 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.

B. If a suspension is deemed necessary because of threat of harm of the employees' own safety or safety of others, or other good reason, he/she shall be suspended with pay until such time as the Go Team issues its preliminary report or, until the next regularly scheduled board meeting, or until due process has been completed and a final decision rendered.
ARTICLE VI - MANAGEMENT RIGHTS

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

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

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

c. 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 State Law.

d. to determine and adopt such policies and programs, standards, rules and regulations as are deemed by it necessary for the efficient operation and general improvement of the Board's school system and to select management, supervisory, administrative and other personnel.

e. 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.

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

g. to determine and re-determine job content.

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

i. 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.

j. to discharge and suspend any employees of the Board and 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.

k. 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.

1. all other rights to manage the school system and the educational processes which are not recited in or expressly limited by the Agreement are reserved to the Board.

2. 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.

3. 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.

4. The board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitution of the State of Florida.
ARTICLE VII - CHANGES IN PAST PRACTICES AND TERMS AND CONDITIONS OF EMPLOYMENT

Section 1
The parties shall honor the existence of past practices, terms and conditions of employment unless said practices and/or terms and conditions of employment have been altered or changed within the confines of this agreement.

Section 2
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

Section 1

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

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

Section 2

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.
ARTICLE IX - SALARIES

A. The 1985-1988 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 bi-monthly. When a payday falls on or during a holiday, vacation or weekend, employees shall receive their paycheck on the last previous working day.

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

Regular and special meetings required to carry on the operation of the district shall not be counted for inservice points unless especially designated by the Superintendent.
ARTICLE IX - SALARIES (Continued)

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

1 Nine (9) points earned during a school year will yield $27.00 to the employee. Eight (8) points yields no renumeration. Up to 200 points yield that number multiplied by $3.00.

F. NIGHT DIFFERENTIAL

Night differentials will be paid in accordance with the following:

Second Shift (beginning after 12:00 noon) - additional 5%.
Third Shift (beginning after 10:00 p.m.) - additional 10%.
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:

<table>
<thead>
<tr>
<th>Position</th>
<th>Per Day</th>
<th>Per Week</th>
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<tbody>
<tr>
<td>Data Processing</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Key Punch Operators</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Secretarial/Clerical</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Food Service Specialists</td>
<td>7</td>
<td>35</td>
</tr>
<tr>
<td>Food Service Managers</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>Custodial</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>Maintenance</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>Teacher Aides</td>
<td>7</td>
<td>35</td>
</tr>
<tr>
<td>Transportation</td>
<td>4* (Minimum)</td>
<td>20 (Minimum)</td>
</tr>
<tr>
<td>Transportation Maintenance</td>
<td>8</td>
<td>40</td>
</tr>
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*Certain ESE runs may be exempt from this minimum - See Transportation Appendix.

C. All employees working four (4) hours or more shall be provided 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. 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.

F. 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.

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

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

I. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.
J. 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.
ARTICLE XI - 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 SC/TA.

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 XII - COUNTY-WIDE WORKING CONDITIONS COMMITTEE

A. A county wide working conditions committee shall be maintained so as to advise and inform the Superintendent of those concerns pertaining to improvements for the overall operation of the district. These recommendations and areas of consideration shall include but not be limited to the maintenance, safety, and operations of the district.

B. Committee members shall consist of thirteen (13) employees appointed by the Union and the appropriate administrators as appointed by the Superintendent.

C. The committee shall select a co-chairman from among the members.

D. The Board agrees to provide clerical assistance and substitutes where necessary for those employees attending meetings. The Superintendent shall be responsible for scheduling meetings annually and approving the employment of substitutes, where necessary.

E. Meetings shall be held five (5) times annually.

F. The committee may request the services of individuals with specialized expertise for information and recommendations.

G. If a recommendation of the committee is not accepted by the Superintendent, the committee may present its views to the Board for appropriate determination.
ARTICLE XIII - PERFORMANCE EVALUATION

Section 1  Staff Evaluation Procedure

A. Each employee shall be evaluated annually by the Cost Center Head or his administrative designee. Nothing precludes the administrator from evaluating on more than one occasion annually.

B. All evaluations shall be in written form utilizing the format adopted by the School Board (Form Adm.10).

C. The Cost Center Head will establish a pre-conference on or before September 30 of each year if he deems it necessary.

D. Signing of Evaluation: The employee may sign and date the written evaluation indicating that he/she 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 he/she so desires. If the employee declines to sign a completed evaluation form, he shall, within ten (10) working days, provide a signed statement either stating his intent to grieve or a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

E. Upon completion and filing of a written evaluation report, all mechanical reproductions - video and audio - shall be erased unless the person evaluated agrees, in writing, to their further use.

Section 2  Frequency and Submission

A. The annual evaluation is to be submitted to the Director of Personnel on or before March 21 of each calendar year.

B. The distribution of the evaluation document will be as follows:

Personnel File - Central
Evaluator's File (Site File)
Copy to Evaluatee

Section 3  Performance Criteria Evaluation

A. The Performance Criterion shall be those as stated on the prescribed form (Form ADM.10).
ARTICLE XIII - PERFORMANCE EVALUATION (Continued)

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.**

   Needs Improvement - The criterion is attained, but the quality is not consistently acceptable.**

   Not Effective   - The criterion is not attained.**

**Guides for Developing Supporting Statements:

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

2. A supporting statement is recommended to note exceptional performance when "Effective" has been checked. In noting exceptional performance, give specific facts 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.

3. Prior to checking "Not Effective" on an employee's evaluation, the appropriate administrator will inform said employee, in writing, 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.

Section 4  Probationary Employees

A. Upon completion of their six month probationary period, employees shall be evaluated at least once each year.

B. Probationary employees may file grievance concerning their evaluations.
ARTICLE XIV - TEACHER EDUCATION CENTER

A. 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.
Section 1 Voluntary Transfers

A. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence. Employees applying for a transfer must possess the necessary qualifications for the vacant position.

B. All voluntary transfers shall require the consent of the receiving cost center head. An unsuccessful applicant with more seniority than the person placed shall, upon written request, be given a post interview conference.

C. Under normal conditions, when two or more employees are requesting transfer to a vacant position, the person with the greatest seniority shall be given the position, provided that this person is fully qualified for the vacancy that exists. Any cost center head who selects outside the scope of this condition must substantiate his/her reasons in writing to the appropriate director for approval, a copy to be provided to the employee(s) affected.

D. Barring unpredictable circumstances, no more than one voluntary transfer request will be approved during any school year.

E. Notwithstanding any other provision of the Agreement, vacancies created by voluntary transfers may be filled in the sole discretion of the Board and any restrictions on the filling of vacancies contained in the Agreement are waived by the Union and all employees.

Section 2 Involuntary Transfers

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

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

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

Section 3 Promotions

A. Where a career ladder of voluntary incentive program exists, the employee must have completed those requirements associated with the position being sought.
ARTICLE XV - TRANSFERS (Continued)

B. All administrative positions shall be posted in accordance with School Board Policy 4111.1.

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

D. 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 Policy 4111.1 or any career ladder or voluntary incentive program.

Section 4 Temporary Assignments Above Grade

Any employee assigned to a temporary administrative position at 30 consecutive calendar days or more shall be paid at a rate commensurate with that position or their 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:

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

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

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

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

1. Sicknesses or Death

   a. Each full-time employee is entitled to four (4) days of sick leave at the end of the first month of employment of each contract year and thereafter are to be credited at the end of each month with one day of sick leave for 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 E which is attached hereto and made a part hereof.

2. Each employee shall be provided six (6) days to be used for the employee's personal business and/or emergencies. A personal leave day 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 to be filled out upon the employee's return from such leave. "Personal Leave" shall be charged to sick leave and not be cumulative. "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 48 hours notice has been given.

3. Sick Leave Cap

   Effective with this agreement the sick leave cap is lifted to 130 days in the year 1985-86, 140 days in the 1986-87 year and 150 days in 1987-88. This section is subject to a yearly review, however, under no circumstances should the cap be reduced below that of the preceeding year.
ARTICLE XVIII - PAID LEAVES (Continued)

4. Annual Sick Leave Pay Off Option

Employees with three years consecutive service may choose to receive a yearly pay off of sick leave days accumulated during any given school year on a basis of their own daily rate of pay multiplied by 80%. Participation in this plan will be voluntary and must be elected by September 30 of the given school year. Failure to notify the payroll department by that date will signify the employee's intent not to elect this option for that school year. This section is subject to reopener for the 1986-87 school year.

B. Illness-In-The-Line-of-Duty Leave

Each employee shall be entitled to illness-in-the-line-of-duty leave with full pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu. Above circumstances subject to Administrative review and consultation with Local Board of Health if deemed appropriate.

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 one hundred (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.

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

As a prerequisite for any leave pursuant to this Section, an employee shall obtain a certificate of illness or injury from a licensed physician.
ARTICLE XVIII - PAID LEAVES (Continued)

C. Verification of Reasons for Leave

Upon return from leave as described in paragraph A and B above, 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 by the end of the month following the employee's return from leave.

D. Leave for Legal Commitments and Transactions

1. Subpoena Leave

   An employee who is absent because of a mandatory 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.

2. An employee may serve on jury duty without payroll deduction, on temporary assignment, if he or she 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:

   CONTINUOUS AND CREDITABLE SERVICE: VACATION LEAVE EARNED:

   Through sixty (60) months 1 day per month
   (12 days per year)

   Sixty-one (61) through one hundred twenty (120) months 1 1/4 days per month
   (15 days per year)

   Over one hundred twenty (120) months 1 1/2 days per month
   (18 days per year)

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

3. An employee's vacation will be scheduled by the employee's immediate administrator.
ARTICLE XVIII - PAID LEAVES (Continued)

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) regular holidays. All employees shall be provided six (6) paid holidays as designated by the Board. (See School Calendar definition).
ARTICLE XIX - UNPAID LEAVES

A. 1. 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.

2. Upon request, leaves of absence, limited to two (2) persons per year, in number, shall 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.

B. Serving as fulltime, paid officer of an education association. Application for such leave 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 1. and 2. above shall file a written request with his immediate administrator. The request will be approved or denied in the discretion of the immediate administrator. A denial may be processed through the Grievance and Arbitration Procedure ending at Step Three (Board).

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

E. Duration of Leaves

Exclusive of A(1) and (2) the Board will not refuse subsequent leave request without sufficient reason. Under normal circumstances, such leaves shall not exceed 3 years.

F. Notification of Return

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

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

A. Maternity Leave

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

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 in writing certifies 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, in 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 not later than three (3) months after the date of the adoption. A teacher may request an additional year of child care leave in writing 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 he/she is qualified.

C. An employee on a leave pursuant to this Article may receive credit in 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. Where permitted by the carrier, the employee, on a leave pursuant to this Article, may maintain 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. 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.
ARTICLE XXI - PERSONNEL RECORD

Section 1  Maintenance

A. There shall be only two personnel files, as defined in Chapter 231.291 as the limited file, which shall be maintained at the office of Personnel of the Sarasota County School Board or the employees work site. No other limited 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 copies by request of the employee, or required by Florida Statute.

B. An employee may request access to his site file through his immediate supervisor. 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.

C. 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 for such employee. Material relating to work performance, suspension or dismissal must be reduced to writing in forty-five (45) days and may only be maintained 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, he/she 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 contract or unless so requested by the employee.

D. 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 or be used in any proceeding or given any creditability anywhere by the employer.
E. 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.

F. The personnel file of each employee shall be open to inspection only by those persons specified by 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.

G. The official personnel record for Sarasota County Public Schools 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.

H. Notification

Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Section 231.291 without the employee's knowledge or permission shall be notified in writing within 48 hours as to (1) who requested and observed the file and (2) the purpose of such request.

Section 2 Complaints

When a complaint is made by the parent of a student or any member of the public concerning an employee's conduct and performance, and is communicated in writing, 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 the complaint has been sustained through an impartial hearing procedure, or the parties involved have mutually agreed to the disposition of the complaint.
ARTICLE XXII - GRIEVANCE AND ARBITRATION (THIS ARTICLE TO BE ON A TRIAL BASIS FOR ONE YEAR)

Section 1 Definitions

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

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

C. "Grievance" is an allegation by the grievant that he/she has been treated in an unfair and inequitable manner or the grievant or union has been affected by a misinterpretation or misapplication of a specific written term(s) of this Agreement, the regulations and policies of the School Board, DOE and/or state statute. A grievance may be processed through Step 3 of this Article.

Section 2 Procedure

A. Informal Step

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

B. Formal Steps

Step One

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

Step Two

If the grievant is not satisfied with the disposition of the grievance in Step One, he may submit it on the adopted form to the Superintendent no later than eight (8) working days after the written response in Step One. The Superintendent shall submit a written response on the adopted form no later than eight (8) working days after submission of the grievance in this step.

Step Three

If the grievant is not satisfied with the disposition of the grievance in Step Three, 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 decision in Step Three.

Section 3 Rules

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

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

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

B. 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.

C. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
ARTICLE XXII - GRIEVANCE AND ARBITRATION (Continued)

Step Two

If the grievant is not satisfied with the disposition of the grievance in
Step One, he may submit it on the adopted form to the Superintendent no
later than eight (8) working days after the written response in Step One.
The Superintendent shall submit a written response on the adopted form no
later than eight (8) working days after submission of the grievance in
this step.

Step Three

If the grievant is not satisfied with the disposition of the grievance in
Step Three, 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
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representative is not present. An employee may avail himself of the
grievance procedure in person or by counsel and have such grievance
adjusted without intervention of the Union provided that:

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

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

B. 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.

C. Except in cases that constitute dangerous and hazardous conditions,
directives from administrators shall be complied with pending resolution
of any dispute.
ARTICLE XXII - GRIEVANCE AND ARBITRATION (Continued)

D. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.

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

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

G. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, Department of Education Regulations or Board Policies shall be void at that level but may be carried to Step Three and, if appropriate, Step Four. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

H. The Parties shall share the costs of transcripts if so desired by the Parties.

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

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

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

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

M. Election of Forum (Nonduplication of Remedies)

The commencing of legal proceedings against the Board in a court of law or equity, or before the Public Employees Relations Commission, or any other administrative agency, by an employee, employees or the Union for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees or the Union or 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.

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

Section 4 Instant Arbitration

By mutual agreement the parties may initiate instant arbitration if in unions opinion the matter affects an employee in regard to pay, transfer, or any other matter having an immediate detrimental effect to the employee(s) or union.

The parties agree to maintain a cadre of arbitrators specifically for this purpose and will strike for an arbitrator within (5) five days of the union's notification to the employer that the union is invoking this article.

Costs and decisions of the arbitrator will be consistent with normal arbitration proceedings.
ARTICLE XXIII - ALTERNATIVE DISPUTE SETTLEMENT AGREEMENT

A. An employee or the union has the option of selecting the Alternative Dispute Settlement procedure in lieu of the standardized grievance arbitration procedure as outlined in Article XXII. This Article to be used as trial for the 1985-86 school year only and may be extended by mutual agreement of the Parties.

To exercise this option the employee or the Union must notify the administrator ten (10) working days after a decision is reached at Level I of the grievance procedure.

The Alternative Dispute Settlement procedure will require a hearing panel consisting of the following:

1. Two (2) union members selected by the SC/TA.
2. Two (2) administrators appointed by the Superintendent.
3. One (1) School Board member who will be selected in the following manner:
   (a) the School Board Member shall be selected randomly.
   (b) three names shall be selected randomly by an impartial party.
   (c) one representative from the Union and one representative from the Administration shall strike names for the Board member who will Chair the Dispute Panel. This will be accomplished by the flipping of a coin to determine who strikes first. The remaining name shall be that Board Member who Chairs the panel.

B. The Dispute Panel shall have the following responsibilities:

1. To investigate and gather information concerning the alleged complaint.
2. To conduct a hearing concerning the alleged complaint allowing the employee and or representative and respective witnesses to provide testimony relevant to the alleged complaint.
3. The Dispute Panel may at their discretion ask questions in an effort to seek further guidance as to their initial finding in the cause of their investigation.
4. Render a written decision to the appropriate parties no later than ten (10) working days following the hearing.

C. Parties serving on the Alternative Dispute Settlement Panel shall be released from their normal duties, at Board expense, as to fulfill the responsibilities associated with this Article.
ARTICLE XXIV - DISCIPLINARY ACTIONS

Section 1

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

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

C. 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.

Section 2

Disciplinary action shall be governed by applicable Statues.

Section 3

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

Section 4

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.

Section 5

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

Section 6

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 1 of the Grievance Process, said amount of time to be mutually agreed upon by the parties.

Section 7

Administrative involuntary reassignments to other cost centers, retraining, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
ARTICLE XXIV - DISCIPLINARY ACTIONS (Continued)

Section 8

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.

Section 9

a. Discipline, dismissal, demotion, and suspension of all employees shall be for just cause.

b. 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:

1. Verbal reprimand (written notation in site file).
2. Written reprimand - filed in Personnel and site files.
3. Suspension with or without pay.
4. Dismissal

Section 10

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 years.

Section 11

Letters of reprimand may be removed with Board approval from an Employees Official Personnel file after a period of two years.
ARTICLE XXV - TERMINAL PAY

The Board will provide terminal pay to an employee at normal retirement or to his beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death; multiplied by _______, and one-hundred percent (100%) of the employee's accumulated leave days, unless changed by future negotiations or law.
ARTICLE XXVI - LOCAL RELATIONSHIPS

Section 1

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.

Section 2

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

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

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 XXVIII - OCCUPATIONAL SAFETY AND HEALTH

Section 1

Within (30) thirty days of Ratification of this agreement the parties agree to establish a joint committee at both the School Board level and SC/TA.

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 frequent than once a month. The school site shall identify potential or occurring health hazards to the joint School Board, SC/TA level with corrective action desired. The School Board, SC/TA 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.

The Committee shall consist of (3) three SC/TA members and (2) two administrator members at all levels and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.
ARTICLE XXIX - EFFECT OF AGREEMENT

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

2. An individual contract between the Board and an employee which is executed during the term of this Agreement, shall be made expressly subject to the terms of this Agreement. An individual contract between the Board and an employee which is executed during an interim period between this and subsequent agreements, 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 XXX - BENEFITS

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

1. Workmens Compensation Insurance

2. Group Insurance
   a. Individual health insurance cost shall be paid by the employer.
   b. Dependent health insurance shall be subsidized if so desired by the employee through the negotiated Cafeteria Plan.
   c. The Cafeteria Plan negotiated to 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 thru 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 at a rate equal to their daily rate.

6. Upon implementation of this agreement, a joint committee shall be formed to include 3 administrators to be selected by the board and 3 individuals to be selected by the union to investigate and report to the School Board for their consideration, within 120 days, the feasibility of a day care program for the employees of the Sarasota County School Board. Such program is to be self-supporting either by the participating employees and/or such allowances and/or grants which may be made possible by future legislation.

7. The Board shall establish and maintain a sick leave investment bank for the sole purpose of funding health insurance throughout retirement. This program shall be at no cost to the Board.
ARTICLE XXX - BENEFITS (Continued)

To be eligible to participate in the Retirement Insurance Program an employee must be eligible for retirement and have contributed ___ days sick leave to the program on or before his/her effective date of retirement.

The Board in conjunction with the SC/TA shall set forth the by-laws governing the Retirement Insurance Program. The plan shall be managed by the Sick Bank Committee.

The parties agree that participation in this program shall be on a voluntary basis.

An outside agency mutually selected by the parties shall set forth actuarial tables ____________.

Note: THIS SECTION SUBJECT TO YEARLY REVIEW
ARTICLE XXXI - MISCELLANEOUS

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

B. 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, if not affected by the modified provision.

C. 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.

D. An individual contract between the Board and an employee which is executed during the term of this Agreement, shall be made expressly subject to the terms of this Agreement. An individual contract between the Board and an employee which is executed during an interim period between this and subsequent agreements, 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.

E. All policies adopted by the Board shall be distributed to all policy book holders within (30) days of adoption.

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

G. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by employees during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing, 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.

H. When the Superintendent is presented with an emergency situation which in his opinion presents real or potential danger to an entire school center, he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.
I. Physical and Psychiatric Examinations: The Board may, at any time and for sufficient reasons require any instructional, classified, or other 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 selected by the Board to conduct such tests. The employee may submit written results of examinations or tests administered by a physician, psychologist or psychiatrist of the employee's choice, performed at the employee's expense, and 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 other 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 their 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 requests for testing, by the Board, 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 those occasions as required by Chapter 231.291.
ARTICLE XXXII
DURATION OF AGREEMENT

1. This Agreement shall be effective as of , and shall continue in effect until the . This Agreement may be extended only in writing.

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

IN CONSIDERATION OF THE MUTUAL CONVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS DAY OF , 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 - SALARIES (See Attachment)
APPENDIX C - CUSTODIAL CAREER LADDER
APPENDIX D - TRANSPORTATION PROGRAM

I. Transportation Aide Salary Schedule

The Transportation Aide Salary Schedule shall be the equivalent of the Teacher Aide Schedule, Steps 4-8. All present transportation aides 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 30 calendar days' notice.

B. Mandatory meetings will require 30 calendar 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.

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. "ESE runs which require approximately 3.5 hours per day and approximately 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 the 4 hour daily minimum but not the 20 hour minimum per week."

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

A. Regular Routes

1. All routes will be bid in the following manner and will be filled in accordance with seniority. ESE runs will be bid first and then regular transportation runs. All bidding will follow Categories 1-4, shown below.

   1. 8-hour positions will be bid first.
   2. 6-8-hour positions will be bid second.
   3. 4-6-hour positions will be bid third.
   4. 0-4-hour positions will be bid fourth.

2. An unsuccessful bidder for a particular block time will automatically have the opportunity to bid in any lower category.

3. Routes becoming available after the initial bidding shall be posted within 5 days of their availability.

4. When a route becomes available it will be posted for a minimum of forty-eight (48) hours. The senior driver or aide, 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/aide bids for a route, the route shall be assigned to the senior person on the substitute list.

B. Field Trips

1. Transportation 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 unqualified for ESE will not be penalized.

2. An employee desiring to be on one or both of the field trip lists shall make that desire known to the Director of Transportation during the week of safety school.

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.

4. An employee not desiring a field trip will be responsible for finding a replacement driver. If no replacement driver can be found, the employee must drive the trip. Failing to find a replacement or turning down a field trip without sufficient reason will
cause the driver's removal from the field trip list. Should a driver be unable to drive a field trip for any reason other than sickness, 24 hours' notice will be required.

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 3 hours' pay for a cancelled field trip. In the event a field trip is cancelled and the driver/aide is given 24 hours' advance notice, there shall be no guaranteed pay. The driver/aide 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 aides shall not be penalized because their normal assigned driver refuses and/or cannot drive on an assigned field trip.

C. Emergency Recall List

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

D. Extra-Duty Assignment

1. Those employees wishing to volunteer for extra-duty assignments may do so by notifying the Director of Transportation during the week of safety school.

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

3. Refusal to accept an extra-duty assignment without sufficient reason shall result in removal from the extra-duty assignment list.

4. The rotating list will be limited to the most senior eight persons volunteering. There shall be a north and south county list. Additions to this list shall be in order of seniority.

V. ESE and Regular Transportation

A. Grandfathering - Effective with this Agreement, all present employees are eligible to bid for ESE positions within existing guidelines.
APPENDIX D - TRANSPORTATION PROGRAM (Continued)

B. All transportation employees shall have 30 calendar days following the effective date of this Agreement to be placed on the list of those drivers wishing to drive ESE.

C. After 30 days the ESE list shall be frozen and no drivers other than those on the ESE list shall be eligible for such positions until such time as the ESE list has been depleted.

D. Upon depletion of the ESE list, any driver meeting the qualifications agreed to by the parties to this Agreement as necessary for driving ESE shall be eligible to bid on such positions. These positions are to be filled in the order of seniority.

VI. 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 is greater.

VII. Route Coordinator/Safety Officer

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

VIII. Summer School Bidding

A. Summer School Bidding shall be handled in the same manner as in Section IV of this Agreement, with seniority always being the governing factor. If at any time an employee drops a run, that run shall be bid and the vacated run shall be bid in accordance with this section. Any run at the second degree affected by the terms of this Agreement may be assigned.

B. An employee desiring time off during summer school shall be responsible for finding a replacement driver.

IX. Radios

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

X. Chauffeur's License

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

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

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

XII. Student discipline shall be handled in accordance with the current drivers handbook.
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, 1988, 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 their 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 their 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 who will act as chairman of the committee.

4. BENEFITS

a. In the event a member of the bank suffers a catastrophic illness, accident or injury (i.e., one causing the member to be unable to work for a prolonged period of time), the member shall receive paid leave from the bank in the following manner:

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

2. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty (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.
APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK (Continued)

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

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

8. If the third (3rd) doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.

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

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

5. DISCONTINUATION

Within two (2) months after the expiration of the sick leave bank (June 30, 1988), 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, 1985, will receive benefits from the bank according to their medical certifications.

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

c. If the number of unused sick leave days in the bank is equal to the number of members in the bank, each member will receive one of the unused days to be credited to his personal accumulated sick leave account.
d. If the number of unused sick leave days in the bank is more than one-half (1/2) but less than equal to the number of members in the bank, each member will receive one-half (1/2) of one of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding one-half (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 of the unused days to be credited to his personal sick leave account.

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