

820 844

AGREEMENT

between the

SCHOOL BOARD OF
BREVARD COUNTY



and the

INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
LOCAL 1010



2003-2004

7/1/03 -- 6/30/04

10/2/03

55 pages

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	Classification Title	Type	Pay Grade
1	Specialist - Help Desk	Hourly	FF
2	Specialist - Data Management	Hourly	FF
3	Peripheral Equipment Operator	Hourly	EE
4	Specialist - Telecommunications	Salaried	G
5	Supervisor - Word Processing	Hourly	FF
6	Teleprocessing Network Operator	Hourly	HH
7	Trainer - Applications Software	Hourly	LL
8			
9	<u>CUSTODIAL</u>		
10	Certified Training Custodian	Hourly	GG
11	Custodial Coordinator	Salaried	B
12	Custodian	Classified	15
13	Head Custodian I	Classified	19
14	Head Custodian II	Classified	20
15	Training Custodian	Hourly	GG
16	State Certified Custodian - additional 5% to regular hourly rate		
17			
18	<u>EDUCATIONAL</u>		
19	Behavior Technican	Classified	16
20	Certification Specialist	Salaried	H
21	Challenge Course Assistant	Classified	20
22	Communication Assistant	Classified	16
23	District Before & After Child Care Coordinator	Salaried	K
24	Educational Interpreter/Transliterater - Apprentice Level	Hourly	JJ
25	Educational Interpreter/Transliterater - Provisional Level	Hourly	KK
26	Educational Interpreter/Transliterater - Provisional +36	Hourly	LL
27	Educational Interpreter/Transliterater - Proficient Level	Hourly	MM
28	EIE Professional Interpreter I	Classified	18
29	EIE Professional Interpreter II	Hourly	FF
30	EIE Professional Interpreter III	Hourly	HH
31	Hearing Assistant	Classified	16
32	Instructional Assistant ²	Classified	18
33	Instructional Assistant - Alternative Education ²	Classified	18
34	Instructional Assistant - Emotionally Handicapped ²	Classified	18
35	Instructional Assistant - ESOL ²	Classified	18
36	Instructional Assistant - Even Start Program ²	Classified	18
37	Instructional Assistant - Magnet School Lab ²	Classified	18
38	Instructional Assistant - Preschool Handicapped ²	Classified	18
39	Instructional Assistant - Profoundly Handicapped ²	Classified	18
40	Instructional Assistant - Special Assignment ²	Classified	18
41	Instructional Assistant - Technology Support ²	Classified	19
42	Instructional Assistant - Title 1 ²	Classified	18
43	Instructional Assistant - Title 1 Neglected/Delinquent	Classified	19
44	Centers Data Specialist ²		
45	Instructional Assistant - Title 1 Pre-Kindergarten ²	Classified	18
46	Literacy Outreach Assistant	Classified	19
47	Media Assistant	Classified	19
48	Medicaid Specialist	Salaried	L

	Classification Title	Type	Pay Grade
1	Parent Education Assistant - Title 1	Classified	18
2	Personal Care Assistant	Classified	16
3	RID Professional Interpreter	Hourly	LL
4	Project Technical Assistant	Hourly	HH
5	Teacher Assistant ²	Classified	16
6	Teacher Assistant - Alternative Education ²	Classified	16
7	Teacher Assistant - Early Head Start Infant/ 8 Toddlers ETP ²	Classified	18
9	Teacher Assistant - Emotionally Handicapped ²	Classified	16
10	Teacher Assistant - ESOL ²	Classified	16
11	Teacher Assistant - Even Start Program ²	Classified	17
12	Teacher Assistant - Exceptional Education ²	Classified	16
13	Teacher Assistant - Florida First Start Program ²	Classified	16
14	Teacher Assistant - Physical Education ²	Classified	16
15	Teacher Assistant - Physical and Occupational 16 Therapy/Physically Impaired/Adaptive Physical Education ²	Classified	16
17	Teacher Assistant - Preschool Handicapped ²	Classified	16
18	Teacher Assistant - Literacy Outreach ²	Classified	17
19	Teacher Assistant - Parent/Educator/Florida First 20 Start Program ²	Classified	16
21	Teacher Assistant - Pre-Kindergarten ²	Classified	16
22	Teacher Assistant - Profoundly Handicapped ²	Classified	16
23	Teacher Assistant - School Age Child Care ²	Classified	16
24	Teacher Assistant - Special Assignment ²	Classified	16
25	Teacher Assistant -Technology Support ²	Classified	17
26	Teacher Assistant I -Infant Day Care ETP ²	Classified	16
27	Teacher Assistant II ²	Classified	17
28	Teacher Assistant II - Infant Day Care ETP ²	Classified	17
29			
30	<u>EQUIPMENT REPAIR AND TECHNICAL</u>		
31	Electronics Repairman	Classified	23
32	Electronics Technician	Classified	25
33			
34	<u>FINANCE AND ACCOUNTING</u>		
35	Accounting Clerk	Classified	19
36	Accounting and Investment Specialist	Classified	22
37	Buyer	Hourly	KK
38	Chief Accounting Clerk	Classified	20
39	Elementary School Bookkeeper	Classified	18
40	Insurance Specialist	Hourly	HH
41	Internal Auditor	Salaried	F
42	Middle School Bookkeeper	Classified	19
43	Payroll Clerk I	Hourly	CC
44	Payroll Clerk II	Hourly	FF
45	Senior Accounts Payable Specialist	Hourly	EE
46	Senior High Bookkeeper	Classified	20
47	Specialist - Risk Management	Hourly	JJ
48			

	Classification Title	Type	Pay Grade
1			
2			
3	<u>FOOD SERVICE</u>		
4	Baker ¹	Classified	16
5	Cafeteria Worker ¹	Classified	15
6	Cafeteria Cashier ¹	Classified	16
7	Computer Programmer - Food Services	Salaried	G
8	Cook ¹	Classified	16
9	Food Services Specialist - Nutrition	Salaried	L
10	Food Services Specialist - Operations	Salaried	L
11	Food Service Technical Coordinator	Hourly	HH
12	School Food Service Intern	Hourly	AA
13			
14	<u>MAINTENANCE, CONSTRUCTION AND TRADES</u>		
15	Analyst - Energy & Operations Management Support	Salaried	H
16	Assistant Shop Foreman	Hourly	II
17	Building Safety Inspector	Classified	22
18	Carpenter 1	Classified	23
19	Carpenter 2	Classified	24
20	Carpenter 3	Classified	25
21	Construction/Maintenance Inspector	Classified	28
22	Construction Scheduler/Cost Estimator	Salaried	Q
23	Electrician 1	Classified	24
24	Electrician 2	Classified	25
25	Electrician 3	Classified	26
26	Electrician 4	Classified	27
27	Environmental Specialist I	Classified	30
28	Equipment Operator 1	Classified	20
29	Equipment Operator 2	Classified	23
30	Expediting Coordinator	Classified	28
31	Facilities Maintenance Technician	Classified	27
32	Facilities Planner	Salaried	S
33	Fire Alarm Repair Mechanic 1	Classified	25
34	Fire Alarm Repair Mechanic 2	Classified	26
35	Fire Alarm Repair Mechanic 3	Classified	27
36	Floor Covering Installer 1	Classified	22
37	Floor Covering Installer 2	Classified	23
38	Floor Covering Installer 3	Classified	24
39	HVAC/R 1	Classified	25
40	HVAC/R 2	Classified	26
41	HVAC/R 3	Classified	27
42	HVAC/R 4	Classified	28
43	Intercom Repair Mechanic 1	Classified	25
44	Intercom Repair Mechanic 2	Classified	26
45	Intercom Repair Mechanic 3	Classified	27
46	Locksmith 1	Classified	22
47	Locksmith 2	Classified	23
48	Maintenance Communicator	Classified	19

	Classification Title	Type	Pay Grade
1	Maintenance Helper	Classified	18
2	Mason 1	Classified	23
3	Mason 2	Classified	24
4	Mason 3	Classified	25
5	Painter 1	Classified	22
6	Painter 2	Classified	23
7	Painter 3	Classified	24
8	Pest Control Mechanic	Classified	21
9	Planning and Design Technician	Hourly	II
10	Plumber 1	Classified	24
11	Plumber 2	Classified	25
12	Plumber 3	Classified	26
13	Plumber 4	Classified	27
14	Power Tool/Equipment Mechanic	Classified	23
15	Pool Mechanic	Classified	22
16	Project Administration Specialist	Classified	24
17	Project Field Coordinator	Classified	30
18	Project Manager - Facilities/Site/Playground	Classified	28
19	Roofer 1	Classified	23
20	Roofer 2	Classified	24
21	Roofer 3	Classified	25
22	Specialist - Maintenance/Communication	Salaried	G
23	Waste Water Treatment Plant Mechanic	Classified	27
24	Welder	Classified	22
25	Work Control Analyst	Hourly	II
26			
27	<u>MATERIALS AND DISTRIBUTION</u>		
28	Coordinator - Instructional Materials	Hourly	DD
29	Driver/Courier	Classified	17
30	Microfilm Technician	Classified	16
31	Property Records Clerk	Classified	17
32	Stores Clerk	Classified	16
33	Storekeeper	Classified	20
34	Surplus Property Clerk	Classified	17
35			
36	<u>MECHANICAL REPAIR</u>		
37	Gas Appliance Repair Mechanic 1	Classified	24
38	Gas Appliance Repair Mechanic 2	Classified	25
39	Gas Appliance Repair Mechanic 3	Classified	27
40	Machinist - Mechanic 1	Classified	25
41	Machinist - Mechanic 2	Classified	26
42	Machinist - Mechanic 3	Classified	27
43	Mechanical Technician 1	Classified	25
44	Mechanical Technician 2	Classified	26
45	Mechanical Technician 3	Classified	27
46	Paint and Body Mechanic 1	Classified	25
47	Paint and Body Mechanic 2	Classified	26
48	Paint and Body Mechanic 3	Classified	27

	Classification Title	Type	Pay Grade
1			
2	<u>PRINTING</u>		
3	Bindery Technician	Classified	18
4	Compositor (Typesetter)	Classified	21
5	Graphic Designer	Classified	23
6	Pre-Press Technician	Classified	23
7	Printer	Classified	22
8	Printer Apprentice	Classified	15
9	Specialist - Graphics/Publishing	Salaried	C
10	Specialist - Production	Classified	22
11			
12	<u>PUBLIC SAFETY</u>		
13	Campus Monitor	Classified	17
14	Public Safety Records Clerk	Hourly	AA
15	Specialist - Truancy, Drugs & Youth Violence	Salaried	H
16	Safety Officer	Salaried	M
17	Security Specialist	Salaried	D
18	Specialist - Physical Security	Salaried	C
19	Youth Services Liaison	Salaried	H
20			
21	<u>TRANSPORTATION</u>		
22	Accounting Clerk - Transportation	Classified	20
23	Bus Driver	Classified	19
24	Office Clerk - Transportation	Classified	17
25	Route Specialist/Trainer	Classified	21
26	School Bus Attendant	Classified	16
27	Secretary - Vehicle Maintenance	Classified	18

28

29 *Certain specific Administrative Secretaries are exempt from bargaining unit per PERC
 30 Order 01E-104, dated April 18, 2001

31

32 The normal workday for all Professional/Technical positions is eight (8) hours. In
 33 some cases, eight (8) hour personnel are permitted to work four (4) ten (10) hour
 34 workdays. Significant exceptions are noted below.

35

36 (1) The normal workday for this position will not exceed six (6)
 37 hours per day and is one hundred ninety-four (194) days. One
 38 hundred eighty-four (184) workdays and ten (10) paid holidays.
 39 Workdays include 180 student days and 08/05/2002- 08/07/
 40 2002, 05/22/2003.

41 (2) The normal workdays for this position are one hundred ninety-
 42 three (193). One hundred eighty-three (183) workdays and ten
 43 (10) paid holidays. Workdays include 180 student days and 08/
 44 06/2002, 08/07/2002 and 05/22/2003.

45 (4) The normal workdays for this position can be any of the
 46 following: (1) Two hundred sixteen (216). Two hundred six
 47 (206) work days and ten (10) paid holidays. (2) Two

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hundred thirty-eight (238) Two hundred twenty-eight workdays and ten (10) paid holidays (3) Two hundred sixty-one (261) Two hundred fifty (250) workdays and eleven (11) paid holidays

(4) The Vision Screening Specialist & Auditory Screening Assistant work 180 student days and 08/01/2002 - 08/07/2002, 08/19/2002, 10/18/2002, 01/03/2003, 02/17/2003, 05/22/2003

NOTE Employees will not be increased to the Maximum, rather, no employee will have his/her hours reduced below the Maximum for the position as indicated above Employees in positions below the Standard for hours for each position (i.e. six (6) hours for Cooks/Bakers and four (4) hours for cashiers) will be increased to the Standard hours effective with the 1997-98 school year Cafeteria Workers currently at or below four (4) hours will not have their hours increased above four (4) hours

Employees hired on or before June 30, 1972, who have continuous service, shall be exempt from a reduction in hours as a result of the implementation of the revised Cafeteria Staffing Plan Effective July 1, 1997, dual positions in the Cafeteria will be eliminated

**Bumping rights into these positions shall require that conditions for employment as set forth in the grant awards be fully met

The description of normal workdays and/or work hours as found herein shall not be construed to limit the Board's authority to schedule employees' workdays and/or work hours so that during the period of time that school is not in regular session in the summer such schedule may reflect four (4) days at ten (10) hours per day rather than five (5) days at eight (8) hours per day for such summer period only During such summer time, employees who normally work less than forty (40) hours per week may have their workweek adjusted pro-rata at the Board's discretion Such schedule adjustment shall not necessitate the requirement of the parties to conduct any further negotiations on the subject When employees' workdays and work hours are changed to four (4) days per week during the summertime, all holidays falling during such time shall be paid at ten (10) hours holiday pay Employees so scheduled shall be scheduled for breaks as provided in Article 26 of this Agreement provided that for the summer period one (1) of two (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes

1.03 As used herein the term "employee" shall refer to all those persons included in the bargaining unit described in Section 1.02 except substitute employees, temporary employees, and persons employed under the Comprehensive Education and Training Act (CETA) and/or programs approved by the Private Industry Council

- 1 **1.031** A regular employee is a person employed a full day, full year for
2 a prescribed position. In the absence of any other directive, a full
3 day shall be deemed to be eight (8) hours (Section 1 02)
4
- 5 **1.032** A part-time employee is a person employed a full year, but less
6 than a full day, for a prescribed position
7
- 8 **1.033** A temporary employee is a person employed for an approved
9 position to which he/she is temporarily assigned for a period not
10 to exceed four (4) calendar months or to replace a regular
11 employee or part-time employee on a leave of absence for a
12 period not to exceed four (4) calendar months
13
- 14 **1.034** A substitute employee is a person who replaces a regular, part-
15 time or temporary employee on a day-to-day basis. A person shall
16 not remain a substitute employee after having been assigned to
17 work for more than twenty (20) continuous working days within a
18 prescribed position. In the event the position in which the
19 substitute has been working as described herein becomes va-
20 cant, such substitute shall not automatically be entitled to such
21 position and the position shall be subject to the procedures for
22 filling vacant position as otherwise provided in this Agreement.
23 "Prescribed position" as used herein shall mean the position
24 assignment of a particular individual employee and shall not be
25 construed to broadly apply to all employees within a classification
26 title
27
- 28 **1.035** Cafeteria employees hired after July 1, 1993, whose normal
29 workday is four (4) hours or less, shall not be eligible for any fringe
30 benefits as provided by the Board. Such benefits shall include
31 medical insurance, life insurance, and the like
32
- 33 **1.04** A "Lead Worker" category may be created by the Board in any of the
34 classification titles listed in Article 1 02. An employee designated as a "Lead
35 Worker" shall be paid at ten percent (10%) above his/her regular rate for
36 the duration of the lead worker assignment. Such assignments are
37 temporary in nature. The creation of a lead worker category and the
38 selection of an employee to fill any lead worker assignment shall be within
39 the total discretion of the Board. Except as otherwise provided herein, a
40 Lead Worker shall only lead workers within his/her job classification and
41 shall not be assigned supervisory responsibilities. The selection of an
42 employee to fill a Lead Worker assignment shall not be made for the
43 purpose of granting a pay increase to such employee. Employees so
44 assigned shall actually perform necessary job functions including the
45 leading of other employees in his/her job classification. Employees who
46 lead as described herein must perform additional functions and responsi-
47 bilities of a lead for no less than four (4) other employees in order to receive
48

- 1 the pay increase Lead designations shall be annually submitted in writing
2 by the supervisor for approval to Personnel showing what additional
3 responsibilities and functions will be required The requirement for the
4 Lead Worker to lead in his/her own job classification may be waived when
5 it is necessary to cross job classifications due to the requirements of the
6 work involved and is shown in the written description of duties
7
8 Bus drivers who are designated temporarily as Leads for the purposes of assisting
9 in other assignments, including CDL training, shall receive an increase of ten
10 percent (10%) of his/her salary for the duration of such temporary assignment
11
- 12 **1.05** An employee assigned additional hours of work at his/her regular assigned
13 work site and within his/her job classification shall be paid at his/her regular
14 rate up to forty (40) hours
15
- 16 **1.06** Employees whose normal work year is less than twelve (12) months and
17 who apply for summer employment shall be utilized for such employment
18 provided that in the judgment of the Board the employee is qualified for such
19 employment and is physically able to perform such work
20
- 21 **1.07*** This classification is reserved for those Teacher Assistants who are
22 assigned to work with a specific child in the exceptional education program
23 and such assignment necessitates the Teacher Assistant and student
24 remaining together for the duration of the student's school years Should
25 the Teacher Assistant no longer have the assignment as shown above, the
26 other provisions of the Collective Bargaining Agreement will control
27
- 28 **1.08** An employee, including bus drivers, who is assigned by the Board to work
29 a normal twelve (12)-month work year at a Modified Calendar School shall
30 receive his/her regular wages and other benefits that are provided to other
31 twelve (12)-month employees
32
- 33 **1.081** In the case of an employee who holds multiple part-time positions,
34 eligibility for group fringe benefits (medical, dental, vision, disability and
35 life insurance coverage, etc) is determined by the benefit eligibility
36 attached to the primary position
37
- 38 **1.082** The primary position is the position in which the employee is
39 assigned to work the most hours on a regular daily basis, not
40 including overtime
41
- 42 **1.083** When two positions are held and both are scheduled for the same
43 number of work hours, the position in which the employee has the most
44 seniority shall be the primary position
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ARTICLE 2 DUES CHECKOFF

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2.01 The Board will deduct from the pay of each employee from whom it receives authorization to do so, an amount equal to the dues specified in the Union Bylaws. Such dues deduction shall not be changed more than one time during the fiscal year. Notice of such change shall be received by the Board no later than sixty (60) calendar days prior to the payroll date on which such change is to become effective. Such dues change as provided herein shall only apply to the monthly uniform amount which is deducted from the employee's check and shall not apply to any other deductions. In the event that the amount of an employee's check is not sufficient to cover the dues deduction, such deduction shall be made for both payroll periods in the next payroll period in which the amount due the employee is sufficient to cover the dues deduction. Existing dues deduction priority shall not be changed except as mandated by law or by mutual agreement between the Board and the Union.

2.02 Said amount shall be deducted per payroll period and remitted to the Union (including employee names, totals, and social security numbers) on or before the tenth day following the last regular paydate of each month. The amount of each biweekly deduction shall be equal to one-twentieth (1/20) of the applicable annual dues. The amount of each monthly deduction shall be equal to one-tenth (1/10) of the annual applicable dues. In addition to the annual dues deduction, the Board shall deduct as additional dues one percent (1%) of the gross wage earned each payroll period.

2.03 In each fiscal year, deductions for annual dues shall begin on a mutually agreed upon date in September and end upon a mutually agreed upon date in June to achieve the purposes of Article 2.02, except the one percent (1%) shall be deducted for all pay periods.

2.04 The deductions and employee authorizations of Article 2.01 and 2.02 above shall remain in full force during the term of the Agreement as specified in Florida Statutes, section 447.303. The Board agrees to provide the Union on a monthly basis with information as to which employees have revoked dues deduction as provided herein.

2.05 The Board will deduct from the pay of each new employee from whom it receives authorization to do so an initiation fee equal to twenty (20) times the employee's hourly rate. The initiation fee is to be deducted over a four (4) month period at five (5) times the hourly rate per month and remitted to the local Union on or before the tenth (10th) day following the pay date.

2.06 There shall be no charge to the Union for dues deductions and initiation fee deductions.

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2.07 The Union agrees to hold harmless the Board and all of its agents and employees against any charges or complaints, provided only that the Board has complied with all of its obligations under this Article

2.08 The Board agrees to deduct from the pay of each employee from whom it receives authorization to do so a uniform amount per payroll period and to remit same to the Union at the time and in the same manner described in Article 2 02 Such deduction shall only be used by the Union for contributions to charitable and/or Union insurance programs designated by the Union

**ARTICLE 3
RESPONSIBILITY**

3.01 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this Agreement

3.02 The Superintendent or designee shall advise the Union, in writing, of proposed changes requiring the approval of the School Board in job classifications, regulations, and policies directly affecting members of the bargaining unit prior to the implementation of the same The Superintendent or designee shall likewise afford the Union an opportunity to submit its views in writing in advance with respect to such changes prior to School Board action

**ARTICLE 4
NONDISCRIMINATION**

4.01 The Board agrees that it will not discriminate against any employee with respect to wages, hours, or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities

**ARTICLE 5
COMMUNICATIONS**

5.01 The Board agrees that the Union may place a designated and accessible bulletin board at each school, area office compound, county office, bus and/or maintenance compound, 520 warehouse, and 520 bus compound This section will not apply to any facility which is temporarily or permanently inoperative An effort shall be made to utilize a location convenient for all

1 employees during their normal work hours. Provided that the placement,
2 location, size, color, and other characteristics of such bulletin board shall
3 be by mutual agreement between the Union and the Director of Labor
4 Relations, and provided further that this provision shall not be construed so
5 as to require any expenditure on the part of the Board. All unit job openings
6 shall be posted on this bulletin board. Such posting on the Union bulletin
7 board shall be the responsibility of the Union. No later than September 15
8 of each year the Union shall provide the supervisor of each work location
9 described herein with the name in writing of the bargaining unit member
10 who has the responsibility for the posting and maintaining of such bulletin
11 board
12

13 **5.02** The Board agrees that the Union, at its own expense and sole responsibility,
14 may make available to each new employee the following material at the
15 applicable work location: 1) Current Agreement, 2) Membership application,
16 3) Dues deduction card, 4) AFL-CIO pamphlet WHY UNIONS, 5) Cover
17 letter. Cover letter to be mutually agreed to by the Board and the Union.
18

19 **5.03** The Board shall provide the Union at no cost with one (1) copy of the
20 materials relating to all public Board meetings which are generally distributed
21 to the press at a time after said materials are made available to the
22 Board, but no later than when the materials are distributed to the press for
23 any regular meeting of the Board.
24

25 **5.04** The supervisor of each work location and the Director of Labor Relations
26 shall receive from the Union a copy of any Union material which is generally
27 distributed to and/or posted for employees. The term "generally distributed"
28 as used herein shall not be construed so as to violate an employee's
29 rights to privacy of his/her U.S. Mail.
30

31 **5.05** Upon the written request of the Union, the Board shall provide four (4) times
32 each year, without cost, a listing of unit employees by school and/or work
33 location which shall include their full names, social security numbers, full
34 home mailing addresses, and job classifications.
35

36 **ARTICLE 6**

37 **PROMOTIONS**

38
39 **6.01** The term "promotion" as used in this Article means the advancement of an
40 employee to a higher rated job classification or the same classification and/or pay
41 grade with additional hours of work in such classification and/or pay grade within
42 the bargaining unit.
43

44 **6.02** All promotional vacancies within the bargaining unit for regular employment
45 will be posted by the Deputy Superintendent or designee on Union and
46 other appropriate bulletin boards (see Article 5 for locations of such). The
47 notices shall include the job classification, rate of pay, work location, and
48

- 1 the nature of the job requirements Such posting shall be for a period of not
2 less than five (5) days exclusive of Saturday, Sunday, and observed legal
3 holidays A copy of the notice shall also be sent to the business agent of
4 the Union or designee
5
- 6 **6.03** During the period of posting, employees, except probationary employees,
7 who wish to apply for the open position, including employees on layoff, may
8 do so The application shall be in writing and on a standard form furnished
9 by the Board and such shall be submitted to the Human Resources office
10 or such other location(s) as may be specified in the notice In the event an
11 employee applicant for a posted promotional position is denied the oppor-
12 tunity to be interviewed for such position, the employee may request the
13 Director of Human Resources/Labor Relations to ascertain the reason(s)
14 such interview was unavailable
15
- 16 **6.04** The Board shall permanently fill such job vacancies from among those
17 persons who have applied who are judged by the Board to be most qualified
18 for the position and from this group the most senior qualified employee, if
19 any, will fill the vacancy Nothing contained herein shall be construed to
20 prohibit the Board from filling a vacant position within the same pay grade
21 by administrative transfer with agreement of the employee who is selected
22 for transfer In the event the Board elects to so fill a vacant position, the
23 posting and selection procedures as described herein shall be applied to
24 the vacancy created by such administrative transfer
25
- 26 **6.041** An employee who is on layoff and applies for a posted vacancy
27 shall be offered the position prior to a non-employee, provided the
28 employee is the most qualified applicant and has satisfactory
29 evaluations and exemplary attendance as defined in Article 13 07
30
- 31 **6.05** A notice listing those employees who have applied for the position(s) and
32 the employee(s) recommended for such position(s) shall be posted, with a
33 copy to all employee applicants and the Union, at the worksite having the
34 vacancy within two (2) workdays of the recommendation and be posted for
35 a period of at least ten (10) workdays The failure of an employee to receive
36 such copy shall not be construed so as to limit the Board's authority to select
37 promotional assignments as provided herein
38
- 39 **6.06** An employee promoted pursuant to the preceding paragraphs who fails to
40 achieve a satisfactory level of performance within thirty (30) calendar days shall
41 have the right to return to the job from which he/she was promoted
42
- 43 **6.07** A promoted employee shall be placed on the salary schedule by vertical
44 movement to the same experience level at which he/she was paid immediately
45 prior to such promotion Provided this shall not change an employee's entitlement
46 to move to a higher experience column as provided in Article 33 Should an
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- 1 employee be demoted or reclassified to a position in a lower pay grade,
2 such employee shall be placed on the Wage and Salary Schedule by using
3 the inverse of the system above
4
- 5 **6.08** Additional hours of custodial work at a school site shall be offered to the
6 existing custodian(s) subject to the following procedures and require-
7 ments
8
- 9 (a) Limited to the classification of Custodian as reflected in Article 1
10 of this Agreement
 - 11 (b) Shall apply only to additional allocation(s) received after Novem-
12 ber 1 each fiscal year for the current fiscal year
 - 13 (c) Shall apply only to additional hours of work in excess of four (4)
14 hours
 - 15 (d) The amount of additional work time shall be limited to no more than
16 two (2) hours provided that the Board may, at its option, assign
17 more than two (2) hours
 - 18 (e) This provision shall not be construed so as to require the Board to
19 assign any employee to work beyond eight (8) hours in any single
20 work day

21
22 **ARTICLE 7**
23 **TRANSFER PROCEDURE**
24

- 25 **7.01** Any employee who has been working at a work location for at least twelve
26 (12) consecutive months or for his/her entire prescribed work year,
27 whichever shall be lesser, shall have the right to apply for a transfer to
28 another work location within the same job classification
29
- 30 **7.02** The application shall be in writing and on a standard form furnished by the
31 Board
32
- 33 **7.03** If a vacancy shall occur within twelve (12) calendar months of application
34 authorized under Section 7 01, the supervisor of the work location with such
35 vacancy shall interview such applicant(s) prior to the posting of such vacancy
36
- 37 **7.04** In all other circumstances an employee may apply for transfer to another
38 work location with the approval of his/her immediate supervisor
39
- 40 **7.05** In the selection of employees requesting transfer, the Board shall include
41 seniority among the pertinent determinative factors If the senior employee
42 is not selected, the Board shall notify such senior employee in writing
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**ARTICLE 8
UNION RIGHTS**

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8.01 UNION LEAVE - Unpaid leave of absence shall be granted by the Board to employees to serve in the Brevard County Division of Local Union 1010 upon written application of such employee(s) at least thirty (30) days prior to the date such leave is to begin. Such leave shall not be for less than one (1) calendar year and shall be renewable for no longer than the duration of this Agreement upon proper reapplication. No more than two (2) employees shall be granted such leave in any one year. The employee(s) shall accrue seniority while on such leave not to exceed two (2) years and shall not be applicable to movement on the wage and salary schedule. At the end of said leave the employee(s) may return to his/her previous job classification pursuant to Article 10 of this Agreement. Except as provided above, this section shall not be subject to the provisions of Article 9.01 of this Agreement, and provided further that an employee on such leave shall not be eligible for other benefits provided by the Board for regular employees.

8.011 Employees granted leave under 8.01 above shall be allowed to participate in Board approved benefit plans, Florida Retirement, and Social Security plans which are available to other unit employees. Such participation shall be at no cost to the Board. Procedures shall be developed which are mutually acceptable to the Board and the Union. Mutual agreement or the lack of same shall not be subject to the grievance procedure of this Agreement.

8.02 LEAVE FOR UNION SERVICE - Leave of absence without pay shall be granted to employee(s) for the purpose of participating in Union activities. No more than ten (10) workdays per school year shall be used for such purpose under the following conditions:

1. No less than one (1) workday may be taken at any one time.
2. No more than two (2) employees shall be absent from any single worksite at the same time, provided the employees are not in the same job classification.
3. The cost of substitute(s) incurred as a result of such leave shall be at the expense of the Union.
4. No more than five (5) days notice shall be required for such leave application.
5. No more than eight (8) days of such leave shall be taken by any one employee during any given school year.

8.03 If activities directly related to this Agreement and mandated by law or this Agreement are conducted during the regular employee workday, leave of absence sufficient to conduct such necessary activities shall be granted to the affected employees without loss of pay or accumulated leave. If negotiations are conducted during the regular employee workday, leave of absence without loss of pay or accumulated leave shall be granted to up to

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ten (10) members of the Union bargaining team

8.04 UNION MEETINGS - The Union shall have the right to use school buildings for meetings with members of the bargaining unit, provided notice of such meetings shall be submitted to the principal no less than five (5) workdays prior to the date of the requested meeting. The use of such building shall be without charge except for additional costs which may be incurred in connection therewith. Such additional costs shall be stated on the approved building use permit. The Union shall be responsible for any damage which may be incurred in connection with such usage. The use of such facilities hereunder shall also be contingent upon such causing no interference with the instructional matters of the school district and/or employee work assignments.

8.05 DISTRIBUTION OF LITERATURE - The Union shall have the right to distribute material dealing with Union business to employees at their worksite provided that the following conditions are met:

- 1 Union materials shall be designated as Union matter and dated where possible to show date of publication
- 2 Union material shall be delivered to the front office, cafeteria, and custodial room for distribution by the Union steward
- 3 Concurrently, a courtesy copy of such material shall be provided to the principal and sent via courier or U S Mail to the Director of Labor Relations or designee

8.06 The Union shall be entitled to representation (appointed by the Union) on the following Committees and/or other mutually agreed to Committees:

- 1 Superintendent's Employee Benefits Committee
- 2 School Calendar Committee (Two Representatives)
- 3 Administrative/Classified Inservice Council
- 4 Sick Leave Bank Committee
- 5 Accident Review Committee
- 6 Other committees having bargaining unit employees serve on such shall be appointed by the Union

8.061 Prior to additional benefits being considered by the Board, the Superintendent's Insurance Advisory Committee shall be involved in the review and/or recommendation process.

8.07 The supervisor or designee at each work location shall provide the Steward with the names and classifications of new employees within seven (7) workdays of the new employees' employment.

ARTICLE 9 SENIORITY

9.01 Seniority for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs [up to twelve (12)

1 months], and approved leaves of absence Unless otherwise expressly
2 stated, seniority shall be applicable to employees
3

4 **ARTICLE 10**
5 **LAYOFFS**
6

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8 **10.01** Except as otherwise provided herein, if it is necessary to reduce the number
9 of employees or the number of hours to be worked, the most junior
10 employee within the affected classification at the affected location shall be
11 the first laid off or reduced, provided the remaining employees are able and
12 qualified to perform available work When employees are to be recalled,
13 the first to be recalled shall be those last laid off within the preceding twelve
14 (12) month period For the purposes of this Article, layoffs and/or bumping
15 shall utilize the following procedures

16
17 **10.011** Bumping shall take place within the job classification, first within
18 the affected work location, secondly, within the relevant adminis-
19 trative areas (i.e., North, Central, and South), thirdly, the affected
20 employee shall then have the right to bump the most junior
21 employee in the county between any geographic areas Provided
22 that countywide bumping between geographic areas as de-
23 scribed herein shall be limited to those employees who are
24 regularly assigned to work in the countywide department of
25 maintenance and who, because of the nature of their jobs, may
26 normally be expected to be assigned to work at any location in the
27 county on any given workday Maintenance employees who shall
28 not be allowed to exercise this countywide bumping right include
29 but are not limited to clerical and custodial employees Should the
30 Board determine to relocate its administrative office (s), employ-
31 ees assigned to work in such office at the time of the relocation
32 shall be entitled to be transferred, using seniority, within their job
33 classification up to the number of employees determined by the
34 Board to be necessary at the new work location Employees who
35 are not transferred shall then have the right to exercise bumping
36 rights within the relevant administrative area

37
38 **10.012** An employee who is within twenty-four (24) calendar months of
39 fulfilling the legal length of service requirement necessary for
40 vesting retirement rights in the Florida Retirement System and
41 who is not otherwise entitled to countywide bumping rights may,
42 at his/her option be provided the opportunity for such countywide
43 bumping rights An employee holding more than one (1) position
44 shall establish seniority in each position independently provided
45 his/her bumping rights shall be limited to the primary position

46
47 **10.013** An employee who is promoted or transferred to another job
48 classification within the bargaining unit and thereafter is affected

1 by layoff or reduction in hours of work may exercise his/her
2 seniority for bumping purposes in the job classification held
3 immediately prior to such transfer or promotion as a regular
4 employee In the event an employee is selected by the Board for
5 involuntary transfer to another classification within the bargaining
6 unit and thereafter is affected by layoff, he/she may exercise his/
7 her seniority for bumping purposes sequentially to the two (2) job
8 classifications held immediately prior to such involuntary transfer
9 Provided this section shall not be construed so as to entitle any
10 employee to recall right prescribed in Section 10.01 to the job
11 classification into which he/she had been originally promoted or
12 transferred
13

14 **10.014** A list of employees on layoff shall be made available to all
15 worksites Such employees shall be offered the opportunity to
16 substitute in their laid-off classification before other or non-
17 employees are utilized If utilized such employees shall receive
18 the substitute rate of pay
19

20 **10.02** Subject to the preceding paragraphs, a bumping procedure shall be utilized
21 to layoff in succession the most junior employees provided the remaining
22 employees are able and qualified to perform the work remaining In the
23 event the Board effectuates the bumping procedure as described herein
24 and as a result of such procedure an employee bumps into a position which
25 he/she had bumping rights and the employee refuses to accept the
26 assignment, the Board may dismiss the employee for refusal to accept the
27 assignment The right to waive bumping rights and accept layoff shall be
28 limited to those layoff situations where a reduction of hours is effectuated
29 and shall not apply to an employee who suffers layoff as a result of the
30 Board reducing the number of employees
31

32 **10.021** Effective July 1, 1997, no bumping will result from the changes in
33 hours and/or the elimination of dual positions in the cafeterias
34 Beginning with the school year 1999-2000, bumping will be based
35 on the **Standard** hours of six (6) hours for Cooks/Bakers, four (4)
36 hours for Cashiers Bumping for Cafeteria Workers will be based
37 on a **Maximum** of four (4) hours
38

39 **10.03** Employees to be laid off will have at least fifteen (15) calendar days notice
40 of layoff The Union shall receive a list of employees to be laid off on the
41 same date the notices are issued to the employees
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43 **10.04** For the purposes of this Article and Article 6 (Promotions), a seniority list
44 shall be provided to the Union within sixty (60) days of this Agreement's
45 effective date, and quarterly thereafter
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10.05 The employment of persons under the programs approved by the Private Industry Council (PIC) shall not cause the displacement or cutback of employees in affected job classifications. In the event of any cutbacks in work opportunities or layoffs, employees paid under PIC in the affected job classification shall be displaced before any other employees in such classifications.

10.06 The Board agrees to reopen negotiations on the impact that the Modified School Calendar operations may have on employees prior to further implementation.

10.07 Employees who have been reassigned to another work location due to the closing of their school, shall have the right to return to that location if the Board reopens such school within a twelve (12) calendar month period following the relocation of the affected employees.

**ARTICLE 11
TERMINATION OF EMPLOYMENT**

11.01 An employee who has completed ninety (90) calendar days of continuous service shall not thereafter be discharged except for just cause. Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board and the employee. An employee on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to Article 12 herein nor otherwise challengeable under any other provisions of this Agreement.

11.02 An employee whose employment with the Board is terminated (other than layoff) and thereafter is reemployed by the Board in the same job classification that he/she held immediately prior to termination shall be placed at the beginning level of his/her pay grade upon such reemployment. Provided that this provision may apply at the Board's discretion to such employees whose reemployment date falls within the six (6) calendar months immediately following the date of termination as provided herein.

11.03 The term "just cause" as used herein shall include but not be limited to the following reasons. It is agreed that an employee whom the Board determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Board to terminate an employee when it is determined by the Board that other disciplinary action may be more appropriate.

11.031 Selling, using, being under the influence of or in possession of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions.

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11.0311 The Board agrees to provide new employees with information regarding the district Employee Assistance Program

11.032 Defacing, destroying, or otherwise doing harm to Board property Provided that the terms defacing, destroying, and/or harming as used herein shall not be construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting therefrom

11.033 Stealing, dishonesty, misconduct, or willful neglect of duty

11.034 CORRECTIVE MEASURES

Discipline shall be corrective and progressive in nature, and shall be given as soon as possible in relationship to the event giving rise to such action, but in no case more than seven (7) working days after the investigation is complete Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below

- (a) **First offense** - oral warning - no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Board's discretion Oral warnings shall be reduced to writing and placed in the employee's file, and signed by the employee as an acknowledgment of receipt
- (b) **Second offense** - written warning and/or written reprimand if within ten (10) calendar months of first offense
- (c) **Third offense** - suspension by the Superintendent without pay for no more than three (3) days
- (d) **Fourth offense** - termination The Board may, at its option, as a measure alternative to termination, return the employee to probation for a specified period of time in writing It is the intent of the parties that such return to probation is for the purpose of stimulating the employee to improve his/her actions An employee so returned shall suffer no loss of pay by reason of being returned to probationary status

Corrective measures taken under (a) and (b) above shall be taken for sufficient reason(s) and such actions shall not be subject to the arbitration step of the grievance procedure of this Agreement In the event that an employee is not terminated within fourteen (14) calendar months after either (a), (b), or (c) above, a notice will be placed in the employee's file stating that termination was not necessary for the infractions giving rise to the action+s of (a), (b), or (c)

The term "offense" as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type

1 In actions of either (a), (b), or (c) above, the immediate supervisor
2 of the affected employee shall schedule a meeting with the
3 employee in order to discuss the action(s) above
4

5 **11.035** The written actions in 11.034 above shall have as part of their
6 content the briefly stated reasons for the discipline
7

8 **ARTICLE 12**

9 **GRIEVANCE PROCEDURE**

10
11 **12.01** A grievance shall mean a complaint that there has been an alleged
12 violation, misinterpretation or misapplication of any provisions of this
13 Agreement
14

15 **12.02** All employees and the Union shall have the right to present grievances in
16 accordance with the following procedures
17

18 **12.021** Failure of the grievant to act on any grievance within the pre-
19 scribed time limits will act as a bar to any further appeal and an
20 administrator's failure to act within the time limits shall automati-
21 cally appeal the grievance through Step III of the procedure. The
22 time limits, however, may be extended by mutual agreement in
23 writing
24

25 **12.022** An investigation or handling or processing of any grievance shall
26 be conducted so as not to interfere with the instructional program
27 and with as little disruption of the employee's and/or the steward's
28 work activity as possible
29

30 **12.023** Step I and Step II grievance meetings may be scheduled during
31 the employee's work hours when practicable. If a grievance
32 meeting shall be convened by the administrator during an
33 employee's working hours, the employee shall suffer no loss of
34 pay thereby
35

36 **12.024** A Union steward and/or Union representative shall have the right
37 to be present at all meetings under this procedure. The Union
38 steward and/or Union representative shall suffer no loss of pay
39 due to such attendance
40

41 **12.025** No reprisals of any kind shall be taken against any participant in
42 the grievance procedure by reason of such participation
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44 **12.03** The following steps are to be followed in the handling of all grievances
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46 **12.031 Step I (Informal)**

47 The employee and, if the employee desires a Union steward, shall
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first meet informally with his/her supervisor in an effort to resolve the grievance. In the event that the grievant's supervisor is not the designated grievance administrator for the employee, the designated grievance administrator shall have the immediate supervisor present at this meeting.

12.032 Step II (Formal)

If not satisfied with the resolution of the grievance at Step I, the grievant may submit the completed grievance form to the grievance administrator. The completed grievance form shall state the nature of the grievance, shall note the specific clause(s) of the Agreement affected, and the remedy requested. The filing of the grievance at Step II must be within sixteen (16) working days of the event giving rise to the grievance. Within five (5) working days of receipt of the Step II filing, the grievance administrator, the grievant and the Union steward shall meet in an effort to resolve the dispute. The grievant and the grievance administrator may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant, with a copy to the Union, within seven (7) working days of the Step II meeting, or if no Step II meeting is held, within five (5) working days of the execution of the waiver as described herein.

12.033 Step III (Formal)

Within seven (7) days of the receipt of the Step II decision or the execution of the Step II waiver, the grievant, if not satisfied with the resolution of the grievance at Step II, may submit the completed grievance form to the Superintendent or designee. Within seven (7) days of the Step III filing the Superintendent or designee shall meet with the grievant and Union representative in an effort to resolve the grievance. The grievant may be accompanied by a Union representative. The Superintendent or designee shall submit his/her written decision to the employee, with a copy to the Union, within seven (7) workdays of the Step III meeting.

12.034 Step IV (Formal)

Within sixteen (16) calendar days of the Step III decision, the Union may, by mutual agreement of the Board, submit any grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS). If so submitted, the time limit for filing for arbitration shall automatically be extended by ten (10) calendar days from the date mediation is concluded.

12.035 Step V (Formal)

Within sixteen (16) workdays of the receipt of the Step III response, the Union, if not satisfied with the resolution of the

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grievance, may submit to the American Arbitration Association a written demand for arbitration with a copy to the Superintendent or designee. Such notification shall be postmarked and/or received in the office of Labor Relations within the timeline as provided herein. The parties agree to subscribe to the then prevailing practices of the American Arbitration Association with respect to providing a panel of arbitrators and the selection thereof, and regarding the conducting of the hearing. The arbitrator's authority shall be limited to deciding only the issue or issues presented to him/her by the Board and the Union and his/her decision must be based upon his/her interpretation of the meaning or application of the relevant language of this Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union. The arbitrator's decision shall be final and binding upon both the Board and the Union.

12.04 Unless otherwise provided, as used herein "days" or "working days" shall mean days on which the Board's business office shall be open.

12.05 The right to proceed to the arbitration step of this procedure shall be limited to the Union.

12.06 Except by mutual agreement between the Board and the Union to the contrary, the filing of a grievance up to and including Step III shall be limited to one (1) specific provision of the Agreement per filing. The Union retains the right to present to an arbitrator all provisions of the Agreement alleged to have been violated.

ARTICLE 13 LEAVE WITH PAY

13.01 SICK LEAVE - Each employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each normal contract year. Thereafter, he/she shall be credited with one (1) day of sick leave for each month of employment. In the event an employee is employed for less than four (4) months during a work year, the four (4) days shall be prorated. An employee who is assigned to normally work less than forty (40) hours per week shall only be credited with his/her pro-rata share of sick leave as provided herein. No employee may earn, during any fiscal year, more than a total of one (1) day of sick leave for each complete month of employment. Except as provided herein sick leave shall only be used up to the maximum amount earned. The Board shall credit employees with earned sick leave at the beginning of each payroll period, not to exceed two (2) payrolls per month. Sick leave may be used for either personal illness (including illnesses or disablement related to or disablement due to the birth of a child, provided the matters prescribed within these parentheses shall not be applicable to any employee on maternity leave) or illness or death of a child,

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spouse, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, child's spouse, father-in law, mother-in-law, sister-in-law, brother-in-law, or a person residing in the same household as the employee

In the event an employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the Board shall withhold from the employee's pay the average daily amount for sick leave used but unearned

Sick leave days shall be used for absences during the regularly scheduled workday to the extent of the total number of days the employee has accumulated from year to year Pay for each day of sick leave utilized shall be calculated at the employee's straight time hourly rate Sick leave pay shall be applicable to regularly scheduled workdays only As used herein "day" shall mean the normal workday of the employee

In the event an employee has exhausted all his/her sick leave and he/she shall qualify for additional sick leave use, he/she shall be allowed to use his/her accrued vacation leave in lieu of sick leave provided that the use of such accrued sick leave must be for the same purpose(s) as are authorized for use of regularly accrued sick leave

13.011 Employees who are selected for summer work shall accrue and may use sick leave during such summer assignment

13.02 PERSONAL LEAVE - Except as otherwise provided herein, an employee shall be granted up to six (6) days of accumulated sick leave from the employee's personal sick leave balance each fiscal year for personal reasons as provided herein

13.021 Written application for such leave shall be submitted to the supervisor, except in an emergency, no less than two (2) work-days prior to the beginning of such leave

13.022 Each application for such leave shall reflect as the reason for the leave request the following disclaimer ***The purpose for which this leave is taken is not a violation of the provisions of the Collective Bargaining Agreement.***

13.023 Personal leave shall not accumulate from year to year

13.024 Personal leave shall be granted subject to the following conditions

13.0241 The length of such leave shall be for no less than one-half (1/2) of the employee's assigned workday unless otherwise allowed by the supervisor

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13.0242 No more than eight percent (8%) or one (1), whichever is greater, of employees at any given worksite shall be absent on such leave at any given time, provided such limitation shall be waived by the Board at its discretion without precedent. The term "worksite" as used herein shall mean the cost center to which the employee is assigned for payroll purposes.

13.0243 Such leave shall not be granted under any of the following conditions:

- (a) activities which could result in taxable income to the employee
- (b) to attend to Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business
- (c) any form of work stoppage

13.03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE

An employee shall be entitled to injury or illness-in-line-of duty leave when it is necessary that he/she be absent from his/her duties because of illness from any contagious or infectious disease contracted in school work, or personal injury received in the proper discharge of his/her duties. The term "injury" as used herein shall be defined as the result of an event which causes the employee to suffer an initial injury or a reinjury or reaggravation of an injury from which the employee had previously been granted injury-in-line-of-duty leave. The term "event" as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result. No deduction shall be made from sick leave for these absences. Such leave shall not exceed ten (10) days in any one fiscal year. When regular sick leave is used for line-of-duty illness or injury, the sick leave used shall be reinstated based on the pro rata value of the worker's compensation benefits received divided by the employee's regular daily rate of pay. Such leave shall be noncumulative. While on injury or illness-in-line-of-duty leave, an employee shall accrue vacation, seniority, and sick leave, and shall suffer no loss of insurance benefits, subject to Article 14.05, provided any worker's compensation payments for such period shall be deducted from any salary payments and all required employee contributions are paid. The completion of the fiscal year shall not bar an otherwise qualified employee from receiving his/her balance of unused injury or illness-in-line-of-duty leave.

13.04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA

If an employee is called for jury duty or is otherwise subpoenaed, except for any action in which he/she or the Union is a party, the proper leave application shall be submitted. An employee shall receive his/her regular salary calculated at the employee's straight time. This language shall apply

1 to summons or subpoena received by an employee's dependent minor
2 when the circumstances make it necessary for the employee to accompany
3 his/her minor dependent to the court proceedings
4

5 **13.05 PROFESSIONAL LEAVE**

6 Professional leave of absence not to exceed thirty (30) calendar days may
7 be granted to employees, provided regular employees with at least one (1)
8 full year of employment may be granted professional leave up to one (1)
9 calendar year

10
11 Professional leave with pay may be granted when the experience shall be
12 deemed to be of substantial benefit to the Board and shall have direct and
13 immediate application to the current role of the employee Such leave may
14 include meetings of professional organizations and such paid leave shall
15 not be charged against accumulated earned leave

16 Employees who are required by the Board to receive specialized training
17 as a condition of continued employment shall not suffer a loss of pay or
18 accumulated leave as a result of time spent receiving such specialized
19 training Specialized training as used herein shall be requirements which
20 are applied by the Board subsequent to employment of the employee and
21 are necessary for the employee to continue to meet the job requirements
22 of the position

23 **13.06 SICK LEAVE BANK**

24 The Board agrees to establish a Sick Leave Bank for employees A
25 committee of six (6) employees shall be appointed by the Superintendent
26 for the purposes of developing recommendations to the Superintendent
27 regarding guidelines, procedures, and rules for such bank The Union
28 President shall be invited to submit the names of two (2) employees who
29 shall be appointed to the committee "Employees" as used herein shall not
30 be construed to mean only bargaining unit members
31

32 **13.07 SICK LEAVE BUY BACK**

33 The Board shall provide an employee with the option of an annual payment
34 for sick leave days accumulated during the school year provided such
35 payment is subject to the employee's exemplary attendance for the normal
36 work year as reflected in the district's payroll records An employee who
37 is absent for more than five (5) workdays during the normal work year shall
38 not be eligible for annual payment as provided herein Provided that
39 absences of approved professional leave, line-of-duty leave, jury duty
40 leave, or vacation leave shall not adversely affect such record of exemplary
41 attendance Any other absences from duty shall act as a bar to the benefit
42 provided in this paragraph Payment for such exemplary attendance shall
43 be calculated at eighty percent (80%) of the affected employee's normal
44 daily rate times ten (10) days Days for which such payment is received
45 shall be deducted from the accumulated sick leave balance Payment as
46 provided herein shall be included in the affected employee's first regular
47 paycheck of the following regular work year Employees whose normal
48 work year is less than twelve (12) months shall receive payment no later

1 than the first normal biweekly payroll in July following the end of their normal
2 work year

3 **ARTICLE 14** 4 **LEAVE WITHOUT PAY**

5 6 **14.01 LEAVE OF ABSENCE**

7 Leave without pay may be granted to employees. Application for such leave
8 shall be submitted in writing on a form to be supplied by the Board with the
9 reasons therefor, to the principal or department head. Such reasons may
10 include experience which shall provide professional benefit or advance-
11 ment for the employee and for incidental benefit to the school system, or
12 official Union business. All such leave will be subject to final approval by the
13 Board.

14 15 **14.02 MATERNITY LEAVE**

16 An employee shall be granted maternity leave without pay as provided
17 below.

18
19 **14.021** An application for leave accompanied by a written statement from
20 a licensed medical physician verifying the pregnancy and setting
21 forth the estimated date of confinement shall be submitted to the
22 supervisor no later than five (5) calendar weeks prior to estimated
23 date of confinement if the employee plans to take maternity leave.

24
25 **14.022** Such leave, if taken, shall commence on a date prior to the final
26 estimated date of delivery of the child, such to be determined by
27 the employee.

28
29 **14.023** The length of such leave shall be no longer than the balance of the
30 fiscal year in which the leave began. Provided that in instances
31 where the circumstances necessitate an extension of maternity
32 leave beyond a fiscal year, the length of the original leave
33 combined with the extension shall be a total of no more than twelve
34 (12) calendar months.

35
36 **14.024** Upon return from maternity leave, the employee shall furnish a certifi-
37 cation by her physician that she is medically able to perform her duties.
38 This statement and all others furnished by the employee's physician
39 shall be provided at the sole expense of the employee.

40
41 **14.025** An employee who has been granted maternity leave may apply for
42 an extension of such leave for child rearing. Upon approval such
43 extension shall begin immediately following the expiration of
44 maternity leave and be for a period of time not to exceed a total of
45 twelve (12) calendar months.

46
47 **14.026** An employee who has fathered a child may apply for child rearing
48

1 leave for a period not to exceed the balance of the school year in
2 which the child is born and upon proper reapplication, one (1)
3 succeeding school year Such leave shall be considered personal
4 leave without pay
5

6 **14.03 MILITARY LEAVE**

7 Military leave shall be granted without pay to employees who are required
8 to serve in the armed forces of the United States or in this state in fulfillment
9 of obligations incurred under selective service laws or because of mem-
10 bership in reserves of the armed forces or National Guard, and may be
11 granted at the discretion of the Board without pay to any employee
12 volunteering for military duty Employees granted such leave for military
13 service shall, upon completion of the tour of duty, be returned to employ-
14 ment without prejudice, provided application for reemployment is filed
15 within six (6) months following the date of discharge or release from active
16 military duty, and provided further that the Board shall have a reasonable
17 time, not to exceed six (6) months, to reassign the employee to duty in the
18 school system
19

20 **14.031** Military leave for employees with fewer than twelve (12) months
21 of employment shall not be granted unless the military certifies that
22 special training is needed to maintain status and is not available
23 during summer vacations
24

25 Employees with twelve (12) month employment status may be granted
26 military leave during the the employment period
27

28 Military leave shall be granted up to a maximum of seventeen (17) days
29 in any fiscal year without loss of time, pay, or efficiency rating
30 Leave request and copy of the military order, if possible, shall be
31 received by the Board sixty (60) days in advance of the beginning of the
32 date of leave
33

34 **14.04 EXTENDED ILLNESS**

35 An employee who shall exhaust all accumulated sick leave, but who shall
36 continue to be sick or disabled and unable to return to employment, shall
37 be granted, upon application in writing to the Superintendent or designee,
38 a leave of absence without pay for a portion of or the balance of the school
39 year Provided that when the employee's physician does not release the
40 employee without restriction on the indicated return date, the employee
41 shall be entitled to one (1) additional leave for a portion of or the balance
42 of the school year In instances where the employee's illness is prolonged
43 and continuous, such application shall be transmitted not later than ten (10)
44 working days following the exhaustion of sick leave, provided that the Board
45 may waive the ten (10) day requirement when conditions surrounding the
46 illness do not permit the application for said leave In all other instances
47 where sick leave is exhausted, the application for said leave shall be
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transmitted within two (2) working days after the affected employee returns to work. The Board shall continue to grant full insurance benefits to such employees for a period of sixty (60) calendar days, provided that an additional twenty-five (25) calendar days be granted to such employees who are disabled because of injuries received while in the performance of work assigned by the Board.

If such employee shall continue to be sick or disabled, he/she may apply for one (1) additional year of leave without pay by filing a request for the same in writing to the Superintendent or designee no later than April 1.

14.05 CONTINUATION OF BENEFITS

An employee who shall be granted unpaid leave of absence shall, during the period of such leave accrue no other benefits (except seniority where applicable), and with the approval of the plan administrators such employee may continue benefits by paying all of the required premiums on a timely basis as prescribed by the Board. An employee on unpaid leave due to illness or injury shall receive holiday pay for any holiday prescribed under Article 16 of this Agreement if such holiday occurs during the first thirty (30) calendar days of the unpaid leave provided that in no instance shall such holiday pay be granted for more than two (2) such holidays.

14.06 REEMPLOYMENT RIGHTS

At the expiration of approved unpaid leave or an approved paid leave, the employee shall have the right to return to employment with the Board in the same job classification or a job of equal compensation provided that the employee has fulfilled the conditions of the leave. An employee granted unpaid leave for an injury received while in the performance of his/her duties as assigned by the Board shall have the right to return to employment with the Board in the same job classification at the same work location or if the position has been eliminated, a job of equal compensation provided that the employee is physically able to perform the work. Upon request of the Union Representative, the Director of Labor Relations will consider a request to return to work on light duty status and issue a decision on the request.

**ARTICLE 15
VACATIONS**

15.01 Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday.

15.02 Such employees shall be entitled to vacation time according to the following schedule:

15.021 Continuous service of not more than five (5) years - one day for each full month of employment not to exceed twelve (12) days.

1 employed for a 12-month work year This Article shall become effective on
2 June 30, 2003

3
4 **ARTICLE 16**
5 **HOLIDAYS**
6

7
8 **16.01** All employees shall receive their normal scheduled pay rate for the following
9 holidays Independence Day, Labor Day, Thanksgiving Day, the day
10 following Thanksgiving Day, the day preceding Christmas Day, Christmas
11 Day, the day following Christmas Day, New Year's Day, Martin Luther King,
12 Jr Day, March 29, 2002, and Memorial Day

- 13 **16.011** An employee shall qualify for holiday pay subject to the following
14 conditions
15 a The holiday occurs during the employee's prescribed work
16 year
17 b An employee who is suspended without pay and such suspen-
18 sion covers a paid holiday shall not receive holiday pay for
19 such date
20 c Employees whose work year does not include the paid Memo-
21 rial Day holiday shall have their work year extended by one
22 day with the last day designated as a paid holiday
23

24 **16.02** If a holiday listed above shall fall on a Saturday or Sunday, an alternate date
25 for observance of the same shall be designated by the Superintendent,
26 provided such shall be within five (5) calendar days of the actual holiday
27

28 **16.03** An employee who is not regularly assigned to work on a scheduled payday
29 shall be paid on his/her last regularly scheduled workday immediately
30 preceding the scheduled payday Provided that this section shall not apply
31 should such last regularly scheduled workday fall more than one (1)
32 workday prior to the scheduled payday
33

34 **ARTICLE 17**
35 **TERMINAL PAY**
36

37 **17.01** A person employed by the Board the previous fiscal year shall receive
38 terminal pay at the time of normal retirement, or payment made to the
39 beneficiary, if service is terminated by death, upon authorization of the
40 Board However, such terminal pay shall not exceed an amount as shown
41 below
42

43 **17.011** During the first three (3) years of service the daily rate of pay
44 multiplied by thirty-five percent (35%) times the number of days of
45 accumulated sick leave
46

47 **17.012** During the next three (3) years of service the daily rate of pay
48

- 1 multiplied by forty percent (40%) times the number of days of
- 2 accumulated sick leave
- 3 **17.013** During the next three (3) years of service the daily rate of pay
- 4 multiplied by forty-five percent (45%) times the number of days of
- 5 accumulated sick leave
- 6
- 7 **17.014** During the next three (3) years of service the daily rate of pay
- 8 multiplied by fifty percent (50%) times the number of days of
- 9 accumulated sick leave
- 10
- 11 **17.015** During and after the thirteenth (13th) year of district service, the
- 12 daily rate of pay multiplied by one hundred percent (100%) times
- 13 the number of days of accumulated sick leave
- 14
- 15 **17.016** Payment for terminal pay as described above will be paid sixty (60)
- 16 days after the date of normal retirement
- 17
- 18 **17.02** All accrued vacation pay shall be paid at the time of termination for whatever
- 19 cause, including layoffs, provided that such payment shall be limited to sixty
- 20 (60) days of accrued vacation leave Except as provided in Article 15 025
- 21 of this Agreement, employees recalled from layoff within the first six (6)
- 22 successive months shall be credited with all accrued vacation leave not
- 23 paid for at time of layoff
- 24
- 25 **17.03** In the event the Superintendent should decide to offer a Retirement
- 26 Incentive Program to employees, there shall be formed a district committee
- 27 for the purpose of developing a report to the Superintendent regarding a
- 28 District Retirement Incentive Plan The composition of such committee shall
- 29 be Three (3) appointed by the Brevard Federation of Teachers, three (3)
- 30 appointed by Local 1010, three (3) administrators appointed by the
- 31 Superintendent, and three (3) other non-unit classified employees ap-
- 32 pointed by the Superintendent

**ARTICLE 18
PENSION FUND**

- 37 **18.01** The Board shall contribute to the Florida Retirement System for the
- 38 benefit of each employee all monies as shall be required by law

**ARTICLE 19
EMPLOYEE BENEFITS**

- 44 **19.01** The parties agree that medical benefits and options shall be made
- 45 available for employees to select under the district flexible benefit plan A
- 46 document containing information on insurance and other benefits shall be
- 47 distributed to the employees no later than three (3) weeks prior to the re-
- 48 enrollment deadline Effective January1, 2003, the Board agrees to

1 contribute to the district flexible benefit plan \$468 00 to the Health
2 Maintenance Organization (HMO) option \$468 00 per month for employee
3 selecting the Exclusive Provider Option (EPO) \$468 00 per month for
4 employees electing the Preferred Provider Organization (PPO) option
5 Effective January 1, 20023, an employee who exercises his/her option to
6 opt out of the district flexible compensation plan shall receive the amount
7 of \$657 00 (\$54 75 per month) In addition, the Board shall provide the
8 following benefits
9

10 Effective for calendar year 2003, each employee will pay an additional
11 \$260 00 per year for medical plan coverage (HMO, EPO, PPO) Depen-
12 dent coverage costs will increase twenty percent (20%) for the same
13 calendar year
14

15 Effective January 1, 2003, the Board agrees to contribute a maximum of
16 \$200 per plan year for each employee to use solely toward the purchase
17 of benefits offered within the District's Section 125 Cafeteria Plan The
18 Section 125 Plan year is January 1 to December 31 Any amount not used
19 toward the purchase of Section 125 benefits will be forfeited
20

21 **19.02** A vision insurance plan will be offered as a payroll deduction which covers
22 each eligible employee at no cost to the employee Such plan shall include
23 the option of dependent coverage which each eligible employee may
24 choose to take as part of his/her Section 125 credit or as a payroll
25 deduction
26

27 **19.03** Dental insurance options(s) which each eligible employee may choose to
28 take will be offered as part of his/her Section 125 credit or as a payroll
29 deduction Such plan shall include dependent coverage
30

31 **19.04** The Board shall provide to each eligible employee, without cost to the
32 employee, group term life insurance in an amount equal to the annual
33 salary of the employee as reflected in the salary schedule of this Agree-
34 ment Such amount to be computed to the nearest one thousand dollars
35 (\$1,000) Each employee may, at his/her own cost, purchase a maximum
36 amount (including board paid) equal to four (4) times his/her salary by
37 giving written authorization for payroll deductions thereof as prescribed by
38 the Board The amount that such insurance coverage can be increased
39 in any one insurance year shall be limited to one (1) time the annual salary
40 of the employee
41

42 **19.05** The Board shall continue to make available to each eligible employee at his/
43 her own cost through payroll deduction short and long term disability
44 insurance coverage provided responsible bids for the same can be
45 obtained and the employee qualifies
46

47 **19.06** The Board shall continue to make available, through payroll deduction, tax
48 deferred annuity programs to all employees in accordance with the policies

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in effect on the effective date of this Agreement

19.07 For calendar year 2002, the Board will offer at least one Preferred Provider Organization (PPO)-type option and one Health Maintenance Organization (HMO)-type option

19.08 Effective June 30, 2003, employee eligibility for benefits such as health, dental, vision, disability or life insurance is as follows

- 1 Regular, full-time employees will be eligible to enroll in employee benefits effective following the completion of forty-five (45) calendar days of employment as a regular full-time employee
- 2 Employees working twenty-five (25) or fewer hours each week, substitute and temporary employees shall not be eligible for employee benefits including, but not limited to, health care, dental and vision coverage
- 3 Benefits eligibility for substitute and temporary employees as well as those who work twenty-five (25) or fewer hours each week, and are subsequently hired to a regular, full-time position will be effective following the completion of forty-five (45) calendar days of employment as a regular full-time employee
- 4 Employees working in a benefits eligible position during the 2002-03 school year working twenty-five (25) or fewer hours each week shall earn full benefits through June 30, 2003. These employees shall be offered a position eligible for benefits for the 2003-2004 school year only, provided the school/department has the hours available, the employee meets the requirements for that position, applies for the position, and is otherwise eligible for continued employment for the 2003-2004 school year. Section 6 04, Article 7, and the forty-five (45) day waiting period shall be waived for purposes of this paragraph
- 5 Dual position employees are defined as holding two (2) regularly established positions at the same time
 - a Employees holding one (1) benefit generating position exceeding twenty-five (25) hours per week are eligible for benefits, or
 - b Employees holding two (2) benefit generating positions totaling more than twenty-five (25) hours per week are eligible for benefits
- 6 The above seniority provision does not apply to employees who are paid from either of the Professional/Technical Salary Schedules

19.09 Retroactivity of Contribution (Premium) Collections

Payroll deductions for employee contributions (premiums) for insurance benefits shall be retroactive to January 1 of each insurance plan year should the Union and Board fail to approve and ratify agreement as to those contributions (premiums) prior to January 1 of each calendar year

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ARTICLE 20 SAFETY AND HEALTH PROVISIONS

20.01 Any employee who is required to undergo a medical examination as a condition of continued employment shall, at the Board's expense and on his/her own time, promptly submit himself/herself for an examination by a licensed physician of the Board's own choice. Upon failure to comply with such a request within a reasonable time, the employee may be terminated or otherwise disciplined.

20.02 Safety complaints of hazardous conditions shall be promptly reported by the employee to his/her immediate supervisor and promptly thereafter to the job steward.

20.03 The Board and the Union shall establish safety and loss control committees at each school and ancillary facility with more than fifteen (15) employees and on a district-wide level. These committees shall review all alleged safety complaints and/or hazardous conditions brought before them. Each committee shall allow representation by the Union and the Board and shall meet no less than once every three (3) calendar months.

20.04 All safety complaints and/or hazardous conditions reported to the District shall be corrected as soon as possible. If the complaint and/or condition is not corrected within five (5) working days, the Union may request a response in writing from the appropriate District department and follow-up by the committees mentioned in Article 21.03. All safety complaints and/or reports of hazardous conditions shall be submitted on a standard form. The committees shall endorse such comments as they deem appropriate on the form. The form shall follow the complaint through the review process provided in this Agreement.

20.05 The districtwide committee shall have responsibility for making recommendations for new or revised safety regulations and/or inspection procedures to the Board.

20.06 No employee shall be discharged for failure to work in an unsafe or hazardous situation where there is an imminent danger to the employee's health and such is currently under review by the appropriate safety committee, if such committee exists. Any employee suspended for failure to work in such an imminent danger situation shall receive full compensation for the suspension if the committee determines that situation was imminent danger to the employee.

20.07 The Board shall make available to each bus driver appropriate disinfectant, gloves and absorbent cloths for clean-up purposes.

ARTICLE 21
STEWARDS' RIGHTS

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21.01 Stewards may be designated by the Union to facilitate the implementation of this Agreement, provided that no more than two (2) stewards shall be designated for any single work location [see Article 5 for such location(s)], and provided further that for senior high schools or where there are more than fifty (50) employees in any one work location, the Union may designate three (3) stewards. A list of such stewards shall be provided to the Board.

21.02 The Union shall be allowed to additionally designate three (3) employees as chief stewards. Such chief stewards may serve as the Union representative in the processing of grievances provided written prior notice of such service is provided to the Board by the Union. A chief steward may also perform such duties as are prescribed for other stewards herein. Provided actions by the chief stewards shall be subject to the same restrictions as those placed on other stewards.

21.03 The Union may, at its option, designate no more than seven (7) Union representatives who are not employees of the Board. The Union shall submit a listing of such representatives in writing to the Director of Labor Relations. To the extent that their activity does not interfere with instructional activity or the work of other workers, the Union representatives or stewards shall be allowed to

21.031 Investigate and process grievances

21.032 Post Union notices

21.033 Solicit Union membership during employee's non-working time

21.034 Attend negotiating meetings

21.035 Transmit communications, authorized by the Union or its representatives, to the Board's representative

21.036 Consult with representatives of the Board, or other Union representatives concerning the enforcement of any provisions of this Agreement

21.037 The designated Union steward at each location shall be the designated employee for the purposes of Articles 5.01, 21.03, and 22.01. The Union shall submit in writing the name of the designated Union steward at each location to the administrative head of such location prior to such steward performing any of the functions provided herein. A districtwide master list of all designated shop stewards showing the name, classification and work

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location shall be provided in writing to the Director of Labor Relations Such listings to be provided no later than August 15 each year and updated, to reflect changes, no later than January 1 each year This provision shall not be construed so as to restrict the Union's right to alter the list as the need arises

**ARTICLE 22
GENERAL SAVINGS**

22.01 If any provisions of this Agreement be declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law The remaining provisions of this Agreement shall remain in full force and effect to the extent they may be implemented without the deleted items By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time, however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) working days and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447 403, and 447 409 of the Florida Statutes

22.02 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447 309 of the Florida Statutes

**ARTICLE 23
SUBCONTRACTING**

23.01 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so

**ARTICLE 24
INDIVIDUAL AGREEMENT**

24.01 The Board agrees not to enter into any agreement with any employee or group of employees which conflicts with any provision of this Agreement

24.02 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees except as the needs of the school district clearly require

**ARTICLE 25
REST AND LUNCH**

25.01 Employees who are assigned to be present at the worksite for continuous time as shown below shall be scheduled to the daily break(s) indicated "Continuous" time is time spent at the worksite not including unpaid breaks

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ASSIGNED TO BE PRESENT

BREAKS

Less than 4 hours	None
4 hours	One 10 minute paid rest
More than 4 but less than 6 hours	One 10 minute paid rest
6 hours	One 10 minute paid rest
	One 30 minute unpaid meal
More than 6 hours	Two 10 minute paid rests
	One 30 minute unpaid meal

This rest and lunch provision shall not be applicable to bus drivers nor bus attendants who work less than seven (7) continuous hours

**ARTICLE 26
CLOTHING**

26.01 Each employee shall report to work attired in clothing appropriate to his/her work responsibility. Designated employees shall wear clothes similar in color and type. Each employee shall be responsible for wearing shoes of a type designated as appropriate to health and safety aspects of his/her work. If other special clothes shall be required, the Board shall provide such special clothes or provide an allowance to the employee to purchase such clothes at intervals equal to the normal life of such clothes, provided an employee granted such allowance or clothes who terminates employment may be requested to reimburse the district pro rata or return the clothes if originally provided by the Board. Bus drivers pants will be fitted for comfort and be of a color and material that is agreed to by the Uniform Committee and the School Board.

26.02 The Board agrees to form committees from among affected employees for the purpose of reviewing the specifications and sample uniforms and making recommendations regarding the selection of such uniforms to be provided by the Board for specified employee job classifications and/or departments. The committees shall be comprised of four (4) affected employees and two (2) supervisors. The Union shall be invited to submit the names of two (2) of the four (4) affected employees who will be placed on each committee.

Nothing contained herein shall be construed so as to require the Board to provide uniforms for any group of employees nor to require a change in any existing uniforms which employees are required to wear.

26.03 When the Board determines that it is necessary for a bus driver and/or a bus attendant to purchase his/her uniform, the Board shall reimburse such employee the cost of such purchase not to exceed the cost of the uniform(s) provided to other bus drivers/attendants. Necessary documentation for the cost of such purchase shall be provided by the employee prior to such reimbursement.

1 **26.04** The Board agrees to form a committee from among affected employees for
2 the purpose of reviewing the specifications and sample safety and/or
3 specialty shoes where required. The committee shall be comprised of four
4 (4) affected employees and two (2) supervisors. The Union shall be invited
5 to submit the names of two (2) of the four (4) affected employees who will
6 be placed on the committee
7

8 **ARTICLE 27** 9 **OVERTIME**

10
11 **27.01** One and one-half (1 1/2) times the employee's regular rate shall be paid for
12 overtime work under either of the following conditions
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14 **27.011** All work performed in excess of forty (40) hours in one week
15

16 **27.012** All work performed in excess of ten (10) hours in any twenty-four
17 (24) hour period beginning with the employee's regularly sched-
18 uled starting time except employees regularly scheduled to work
19 ten (10) hours for four (4) days per week shall receive overtime
20 pay for hours in excess of the (10) hours in any twenty-four (24)
21 hour period beginning with the employee's regularly scheduled
22 starting time
23

24 **27.02** There shall be no compensatory time given in lieu of overtime
25

26 **27.03** Reasonable effort shall be made to allocate overtime among appropriate
27 employees. Overtime worked by employees at each work location for the
28 preceding pay period shall be posted at that work location. Such posting
29 shall include year-to-date overtime
30

31 **27.04** An employee shall receive a minimum of two (2) hours pay for being called
32 in to work after his/her normal working hours. This section shall not apply
33 to an extension of work hours immediately prior to or following the regular
34 work day
35

36 **27.05** The total number of hours worked and the overtime hours along with the
37 premium pay received for such overtime hours shall appear on the
38 employee's pay stub for such pay period
39

40 **27.06** Any work assigned and performed on a designated paid holiday or on a
41 Sunday will be paid at one and one half (1 1/2) times the employee's regular
42 rate of pay
43

44 **27.07** The Board agrees that any changes in an employee's normal workweek
45 hours shall not be for the purpose of circumventing the overtime provisions
46 of this Agreement
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ARTICLE 28 BUS DRIVERS

28.01 Bus drivers shall be in two (2) classifications Regular and standby

28.011 Regular bus drivers and regular bus attendants shall be assigned to established routes as their primary assignment They may be assigned other departmental work as the needs of the district clearly require They shall not be assigned other departmental work as their primary assignment Employees assigned other departmental duties in order to work the guaranteed workweek of thirty-five (35) or twenty-seven and one-half (27 1/2) hours shall not be assigned to the cleaning of restrooms or mowing of grass

28.012 Regular bus drivers are regular employees and shall receive no less than thirty-five (35) hours of pay for each full five (5) day week of work Regular bus attendants shall receive no less than twenty-seven and one-half (27 1/2) hours of pay for each full five (5) day week of work If a regular driver or bus attendant shall request in writing the opportunity to work less than the above mentioned applicable thirty-five (35) hours or twenty-seven and one-half (27 1/2) hours per week during a specific school year or a portion thereof and the Board shall agree to such reduced workweek, the terms "thirty-five (35)" and "twenty-seven and one-half (27 1/2)" as used in this section shall be reduced with respect to such driver or attendant for such number of hours as are agreed upon between the driver or attendant and the Board A copy of such adjustment shall be forwarded to the Union as soon as practicable

Regular bus drivers and regular bus attendants shall accumulate these thirty-five (35) hours and twenty-seven and one-half (27 1/2) hours respectively in each full five (5) day workweek but not including Saturday and Sunday or after 5 30 p m

28.013 The bumping procedure as provided in Article 10 of this Agreement shall only be applied to bus drivers and/or bus attendants when all of the conditions below are met

- a Reduction of hours for regular bus drivers when such reduction affects hours above thirty (30) hours in one week and such reduction is for more than sixty (60) minutes per normal workday
- b Reduction of hours for regular bus attendants when such reduction affects hours above twenty-seven and one-half (27 1/2) in one week and such reduction is more than sixty (60) minutes per normal workday

Neither thirty (30) hours of pay nor twenty-seven and one-half (27

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1/2) hours of pay as used herein shall be construed so as to obligate the Board to make such payment in the event a bus driver or bus attendant is unwilling to perform the thirty (30) hours of work or the twenty-seven and one-half (27 1/2) hours of work if such hours are assigned by the Board

28.014 Standby drivers are substitute employees who may be called to assist in driving routes or other departmental work on an as-needed basis. Standby drivers shall be given a copy of this Agreement at the start of their training

28.015 A standby field trip assignment log (such as TR-24 revised) will be posted on the bulletin board. At the end of each month the log will be updated. Standby drivers only will be listed on this log. A copy of the field trip assignment log as provided herein shall be made available to the Union steward concurrent with such posting

28.016 In determining the hours assigned to a bus driver, hours shall include no less than thirty (30) minutes for completing required duties other than driving duties. Such thirty (30) minutes shall be outside of the time the driver normally departs and returns to the compound at the end of his/her normal full driving day

28.02 Reasonable effort shall be made to spread work opportunities for field trips equitably among all appropriate bus drivers. The Board shall post a monthly current field trip assignment log in the area assigned to bus drivers in each bus compound. The log shall list regular drivers' field trip assignments and shall be, upon request, reviewed quarterly by the Union steward and Area Supervisor. The following procedure shall be utilized for field trip assignments

28.021 A regular bus driver is normally expected to be available for field trip assignments. A driver who does not wish to drive field trips may submit such request on the proper form and he/she will not be required, except in an emergency, to accept a field trip assignment. Drivers who become regular drivers after the beginning of the school year shall be required to drive field trips and shall not have the option described above

28.022 A driver shall not have the right to place any restrictions or conditions on his/her acceptance of field trip assignments

28.023 A regular driver shall not have the right to be reassigned a field trip when he/she is assigned to drive a regular school day assigned route

28.024 At the beginning of the month, the driver with the least number of field trip hours would be at the top of the log and the driver with the most would be at the bottom. Drivers would typically be contacted

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in sequence from top to bottom as trips become available

28.025 Exceptions to the procedure as outlined above will be made at the discretion of the Area Coordinator when the needs of the school district can be best met by making these exceptions

28.026 The spreading of opportunities for field trips will be accomplished over a substantial period of time, but within each normal work year

28.027 The assignment of drivers to drive under the SCATS program shall be at the Board's discretion, provided that the making of such assignments shall cause no violation of the procedures as described herein for field trip assignments

28.028 A listing of field trips shall be posted weekly in each compound showing starting point, destination, time and assigned driver Provided that such posting reflects field trip status at the time of posting and does not require daily update

28.03 A bus driver who completes ninety (90) calendar days of service as a regular employee and who was required by the Board to complete a bus driver's pre-employment training course as a condition of employment, and was not paid for the training prior to becoming a regular employee, shall become eligible for pay up to forty (40) hours of time spent in such training course at his/her regular pay rate Such time shall not be counted in any overtime calculations

28.04 Prior to the assignments of routes each normal school year, routes by administrative area of the district shall be posted in each bus compound Wherever such information is known at the time of posting, the following shall be included out-in time, bus number, and school(s) served Such information is subject to change as the needs of the district require A driver may, at his/her option, apply for any such posted routes The assigning of a route shall be done on the basis of seniority with the most senior driver being selected from the list of applicants Drivers on leave or who are otherwise not physically present during the period of route posting and selection shall not be allowed to participate in the selection process The route selection process shall only apply to route assignments at the beginning of the normal school year Drivers who are assigned routes using the process described in this paragraph shall not be reassigned to a different bus route except with the affected driver's agreement or for nonarbitrary reasons In the event a driver is reassigned as provided herein, he/she shall be reassigned to the route driven by the least senior driver in the administrative area

28.041 To meet the unique needs of students, up to two (2) routes per transportation area shall be exempt from the normal process of assigning routes by seniority The Area Transportation Supervi-

1 sor, with approval of the Director of Transportation, shall deter-
2 mine which routes are exempt from assignment by seniority Only
3 routes where the special needs of students require selective
4 assignment shall be eligible to be exempt This provision is
5 effective for a two (2)-year trial basis
6

7 **ARTICLE 29** 8 **EMPLOYEE RIGHTS**

9
10 **29.01** All reports and forms required by the Board to be completed shall be
11 completed on paid time
12

13 **29.02** Each employee shall have the right to inspect his/her permanent file(s)
14 Such examination shall be done during normal business hours pursuant to
15 an appointment made for such purposes, provided that the appropriate
16 administrator may waive the need for an appointment The employee may
17 be accompanied by a representative of his/her choice, and a representa-
18 tive of the Board may also be present during such review The employee
19 shall not permanently remove any item from his/her file, but shall be allowed
20 copies of such at cost This section shall not be applicable to recommenda-
21 tions or appraisals from other employers, or other such references
22

23 **29.021** When any complaint, reprimand, or other such evaluative material
24 is added, deleted, or changed in an employee's permanent file(s),
25 a copy of the same shall be made available to the employee, who
26 shall acknowledge receipt of the same If any employee is
27 required to sign any such material within his/her file, such signa-
28 ture shall designate receipt only and not agreement
29

30 **29.0211** If the Board chooses not to investigate a complaint, no
31 copy or record shall be placed in the employee's
32 personnel or department file Uninvestigated com-
33 plaints shall not be used as a basis for any reprimand,
34 other disciplinary action, or evaluation
35

36 **29.022** All employees shall have the right to comment, responsively,
37 without censorship, on all such evaluative material and said
38 comments shall be included in their official records Any such
39 response must be submitted within fifteen (15) work days after
40 such material is provided to the employee Such response shall
41 be attached to file copies of such evaluative material to which the
42 response is directed Material shall be released outside of the
43 Board as required by law and as the interests of the Board and/
44 or the employee clearly require If released, the employee shall
45 be advised of the same to the extent permitted by law
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47 **29.023** An employee shall be entitled to have present a representative
48 when being officially reprimanded or disciplined No reprimand or

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discipline shall be discussed by the administrator(s) or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline. Provided this shall not preclude such discussion as is necessary to establish the facts and/or to process such reprimand or discipline to the School Board.

29.03 Employees who utilize time clocks shall clock in by their scheduled start time and shall be allowed to clock out up to six (6) minutes prior to their scheduled quitting time. All employees will be required to utilize time clocks by June 30, 1999.

29.04 Classified employees shall be afforded the following:

29.041 An employee required by the Board to provide his/her personal transportation shall be reimbursed by the Board at no less than the rate allowed by law. Such requirement shall not include routine travel to and from the employee's home and the worksite to which assigned.

29.042 Employees shall be admitted without charge to school functions subject to the following conditions:

- a. The employee is assigned to work at the school which is a participant in the activity or is a countywide employee or bus driver.
- b. The employee presents proper identification for admittance.
- c. Activities that are not controlled by the district are not subject to this provision.

29.043 If any employee is sued in a tort action as a result of any action taken by the employee in the proper exercise of his/her responsibilities, the Board will provide for the defense thereof.

29.044 Employees shall be provided the opportunity to participate in the financial information seminars each year as provided other employees. Such participation shall not require any interference with the employee's work assignment.

29.05 No employee shall be required to perform non-emergency health care procedures or administer prescription medication until he/she is instructed by his/her immediate supervisor or designee as to such procedures.

**ARTICLE 30
INSERVICE TRAINING**

30.01 All employees required by the Board to participate in any training and/or health and safety program shall be compensated at their regular rate of pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those hours unless assigned elsewhere by their immediate supervisor.

**ARTICLE 31
EQUAL PAY PROVISION**

31.01 Any employee required to work temporarily outside of his/her classification for more than five (5) workdays in a payroll period shall receive the higher rate of pay for the entire period of the temporary assignment. Such additional compensation shall be paid as promptly as payroll procedures shall reasonably permit.

**ARTICLE 32
WAGE AND SALARY SCHEDULE**

32.01 Effective July 2, 2002, the Board agrees to implement the following classified wage and salary schedule

2002-2003 WAGE AND SALARY SCHEDULE

GRADE	ENTRY*	0YRS**	1YRS	2YRS	3YRS	4YRS	5YRS	6YRS	7YRS	8YRS	9YRS	10YRS	L1	L2
15	7.98	8.08	8.30	8.50	8.70	8.85	9.08	9.28	9.48	9.78	10.10	10.52	11.00	11.33
16	8.18	8.28	8.50	8.70	8.90	9.05	9.28	9.48	9.68	9.98	10.38	10.80	11.28	11.61
17	8.43	8.53	8.75	8.95	9.15	9.30	9.53	9.73	9.93	10.23	10.68	11.10	11.58	11.91
18	8.68	8.78	9.00	9.20	9.40	9.55	9.78	10.03	10.23	10.53	10.98	11.40	11.88	12.21
19	8.98	9.08	9.30	9.50	9.70	9.85	10.08	10.33	10.53	10.83	11.39	11.81	12.29	12.62
20	9.13	9.23	9.45	9.65	9.85	10.00	10.23	10.48	10.68	10.98	11.68	12.10	12.58	12.91
21	9.48	9.58	9.80	10.00	10.20	10.35	10.58	10.83	11.03	11.33	12.04	12.50	12.98	13.31
22	9.73	9.83	10.05	10.25	10.45	10.70	10.93	11.18	11.38	11.68	12.42	12.90	13.38	13.71
23	9.93	10.03	10.25	10.45	10.70	10.95	11.18	11.43	11.63	11.93	12.81	13.30	13.78	14.11
24	10.33	10.43	10.65	10.85	11.10	11.35	11.58	11.90	12.10	12.43	13.21	13.70	14.18	14.51
25	10.63	10.73	10.95	11.15	11.40	11.65	11.88	12.20	12.40	12.73	13.68	14.20	14.68	15.01
26	11.03	11.13	11.35	11.55	11.80	12.05	12.28	12.60	12.80	13.17	14.12	14.65	15.13	15.46
27	11.33	11.43	11.65	11.85	12.14	12.39	12.63	12.95	13.15	13.56	14.51	15.05	15.53	15.86
28	11.68	11.78	12.00	12.20	12.49	12.74	12.98	13.30	13.50	14.11	15.06	15.65	16.13	16.46
29	12.08	12.18	12.40	12.60	12.89	13.14	13.38	13.75	13.95	14.60	15.55	16.15	16.63	16.96
30	12.48	12.58	12.80	13.00	13.29	13.54	13.78	14.15	14.35	15.09	16.04	16.65	17.13	17.46

*Employees remain at entry level until they have completed the probationary period

**Employees remain at 0 Year level until they have completed one (1) year of creditable service for pay purposes

Longevity 1 - Employees with eleven (11) or more years of creditable service for pay purposes will be paid at L-1 level

Longevity 2 - Employees with fifteen (15) or more years of creditable service for pay purposes will be paid at L-2 level

- 1 **32.02** Movement of employees on the Wage and Salary Schedule is accom-
2 plished only through negotiations between the Union and the Board
3
4 The amount of pay received by a probationary employee (entry) shall be ten
5 cents (10) per hour less than the minimum paid to nonprobationary
6 employees
7
8 One (1) year of creditable service for pay purposes shall be earned by an
9 employee who works no less than one (1) day more than fifty percent (50%)
10 of his/her normal work year
- 11 **32.03** Employees who volunteer for assignments which generate funds, e g
12 athletic events and dances, shall be compensated at the rate of \$8 50 per
13 hour Time spent at such assignment is not subject to the overtime
14 provisions of this Agreement, unless such time, or any portion thereof, is
15 required to be paid as overtime in accordance with the Fair Labor
16 Standards Act Any overtime paid pursuant to this provision will be
17 calculated based on the \$8 50 per hour rate
- 18 **32.04** An employee whose normal work assignment is designed for him/her to
19 regularly report to his/her worksite between 10 P M and 3 30 A M shall
20 receive a shift premium of forty cents (40) in 1999-2000 and fifty cents (50)
21 in 2000-2001 This shift premium shall also apply to members of the
22 Planned Maintenance Team Shift premium shall not apply to special or
23 temporary assignments such as, but not limited to, field trips for bus drivers,
24 work performed at school functions, and other assignments not normally
25 part of the employee's regular workday
- 26 **32.05** Effective the 1993-94 school year, all current food service workers shall be
27 paid on the existing salary schedule Food service workers hired on or after
28 July 1, 1993, shall be paid at the following rates
29
30 **Cafeteria Workers** Seven dollars and thirty-nine cents (\$7 39) per hour in 2002-03
31
32 **Cooks, Bakers and Cashiers** Seven dollars and eighty-three cents (\$7 83) per hour in 2002-03
33
- 34 **32.06** Effective January 1, 1999, salaries for employees shall be paid by direct
35 deposit
36
- 37 **32.07** Effective January 1, 2000, the Plant Operations and Maintenance Career
38 Path Plan shall be implemented Placement/movement of employees within
39 this plan will occur January 1 and July 1 of each year All documentation
40 verifying credentials/experience shall be submitted to the Office of Plant
41 Operations and Maintenance no later than October 15 or May 1 of each
42 year Placement of employees included in the plan will be validated after a
43 thorough review of personnel qualifications as determined by the Human
44 Resources department A maximum of six (6) years of creditable outside
45 experience and required by job description will be allowed for horizontal
46 placement on salary schedule
- 47 **32.08** Effective January 1, 2001, the Transportation Technical Career Path Plan
48 shall be implemented Placement/movement of employees within this plan

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will occur January 1 and July 1 of each year All documentation verifying credentials/experience shall be submitted to the Office of Transportation no later than October 15 or May 1 of each year Placement of employees included in the plan will be validated after a thorough review of credentials as determined by the Human Resources Department

ARTICLE 33 PROFESSIONAL/TECHNICAL WAGE AND SALARY SCHEDULE

33.01 Specific positions within this bargaining unit shall be classified as Professional/Technical positions These positions are listed in Article I - Recognition and indicated as either "salaried" or "hourly"

33.02 (See below for Professional/Technical Wage and Salary Schedule)

P/T HOURLY SCHEDULE

Levels																						
Ord	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
AA	9.64	9.80	9.96	10.12	10.29	10.46	10.63	10.80	10.98	11.16	11.35	11.54	11.73	11.92	12.12	12.32	12.52	12.73	12.94	13.15	13.37	13.89
BB	9.95	10.11	10.28	10.44	10.62	10.79	10.97	11.15	11.33	11.52	11.71	11.90	12.10	12.30	12.51	12.71	12.92	13.14	13.35	13.58	13.80	14.33
CC	10.26	10.43	10.60	10.78	10.96	11.14	11.32	11.51	11.70	11.89	12.09	12.29	12.49	12.70	12.91	13.12	13.34	13.56	13.78	14.01	14.25	14.78
DD	10.59	10.77	10.94	11.12	11.31	11.49	11.68	11.88	12.07	12.27	12.47	12.68	12.89	13.10	13.32	13.54	13.77	14.00	14.23	14.46	14.70	15.25
EE	10.93	11.11	11.29	11.48	11.67	11.86	12.06	12.26	12.46	12.67	12.88	13.09	13.31	13.53	13.75	13.98	14.21	14.45	14.69	14.93	15.18	15.73
FF	11.28	11.47	11.65	11.85	12.04	12.24	12.44	12.65	12.86	13.07	13.29	13.51	13.73	13.96	14.19	14.43	14.67	14.91	15.16	15.41	15.67	16.23
GG	11.64	11.83	12.03	12.23	12.43	12.64	12.84	13.06	13.27	13.49	13.72	13.94	14.18	14.41	14.65	14.89	15.14	15.39	15.65	15.91	16.18	16.74
HH	12.01	12.21	12.41	12.62	12.83	13.04	13.26	13.48	13.70	13.93	14.16	14.39	14.63	14.88	15.12	15.38	15.63	15.89	16.16	16.42	16.70	17.28
II	12.40	12.60	12.81	13.03	13.24	13.46	13.68	13.91	14.14	14.38	14.62	14.86	15.11	15.36	15.61	15.87	16.14	16.40	16.68	16.96	17.24	17.83
JJ	12.80	13.01	13.23	13.44	13.67	13.89	14.12	14.36	14.60	14.84	15.09	15.34	15.59	15.85	16.12	16.38	16.66	16.94	17.22	17.50	17.80	18.39
KK	13.21	13.43	13.65	13.88	14.11	14.34	14.58	14.82	15.07	15.32	15.57	15.83	16.10	16.36	16.64	16.91	17.20	17.48	17.77	18.07	18.37	18.98
LL	13.63	13.86	14.09	14.32	14.56	14.80	15.05	15.30	15.55	15.81	16.08	16.34	16.62	16.89	17.18	17.46	17.75	18.05	18.35	18.66	18.97	19.59
MM	14.07	14.31	14.54	14.79	15.03	15.28	15.54	15.79	16.06	16.32	16.60	16.87	17.15	17.44	17.73	18.03	18.33	18.63	18.95	19.26	19.58	20.21

P/T SALARIED SCHEDULE

Levels																						
Ord	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21+
A	25,511.98	25,933.97	26,363.13	26,799.59	27,243.47	27,694.89	28,153.99	28,620.90	29,095.74	29,578.55	30,069.34	30,569.25	31,077.27	31,593.51	32,118.10	32,651.33	33,193.60	33,745.53	34,310.66	34,883.15	35,464.45	36,062.03
B	26,331.13	26,767.05	27,210.37	27,661.24	28,119.76	28,586.09	29,060.34	29,542.65	30,033.16	30,532.01	31,039.34	31,555.30	32,080.02	32,613.67	33,156.39	33,708.33	34,269.66	34,840.53	35,421.11	36,011.55	36,612.03	37,249.13
C	27,177.32	27,627.62	28,085.58	28,551.32	29,024.98	29,506.69	29,996.59	30,494.62	31,001.83	31,518.33	32,044.14	32,579.28	33,123.78	33,677.67	34,240.98	34,813.74	35,396.00	35,987.83	36,589.28	37,199.40	37,818.27	38,456.00
D	28,051.44	28,516.60	28,989.66	29,470.78	29,960.06	30,457.67	30,963.74	31,478.41	32,001.83	32,534.15	33,075.51	33,626.06	34,185.01	34,752.58	35,329.81	35,916.85	36,513.84	37,120.93	37,738.28	38,366.04	39,004.36	40,000.15
d11	28,579.47	28,003.64	28,435.02	28,873.73	29,319.91	29,773.68	28,235.13	28,704.45	29,181.74	29,667.15	30,160.81	30,662.86	31,173.45	31,692.72	32,220.81	32,757.89	33,304.09	33,859.58	34,424.51	34,999.04	35,583.35	36,748.78
d10	23,214.96	23,599.94	23,991.45	24,389.61	24,794.54	25,206.35	25,625.16	26,051.10	26,484.27	26,924.61	27,372.84	27,828.48	28,291.67	28,763.14	29,242.42	29,729.85	30,225.96	30,729.70	31,242.41	31,763.84	32,294.13	33,351.63
d9	20,743.02	21,088.98	21,438.80	21,792.57	22,150.38	22,522.34	22,898.56	23,277.14	23,658.19	24,041.82	24,428.14	24,817.56	25,209.31	25,603.90	26,001.04	26,401.47	26,804.97	27,211.30	27,620.55	28,032.68	28,447.68	29,000.48
E	28,954.39	29,434.91	29,923.59	30,420.57	30,926.01	31,440.04	31,962.80	32,494.46	33,035.15	33,585.03	34,144.27	34,712.00	35,289.41	35,876.85	36,474.79	37,082.80	37,701.50	38,330.33	38,970.30	39,621.55	40,285.00	41,062.63
F	29,687.15	30,383.52	30,888.33	31,401.71	31,923.83	32,454.82	32,994.84	33,544.04	34,102.57	34,670.60	35,248.29	35,835.80	36,433.29	37,040.94	37,659.12	38,287.41	38,926.69	39,576.62	40,237.71	40,910.04	41,593.80	42,915.58
G	30,850.69	31,363.44	31,884.90	32,415.23	32,954.58	33,503.09	34,060.83	34,628.25	35,205.22	35,791.99	36,388.74	36,995.64	37,612.65	38,240.56	38,878.93	39,528.16	40,188.42	40,859.91	41,542.82	42,237.33	42,943.65	44,288.38
H	31,846.02	32,375.69	32,914.36	33,462.20	34,019.34	34,585.95	35,162.20	35,748.25	36,344.25	36,950.39	37,566.83	38,193.76	38,831.34	39,479.78	40,139.20	40,809.81	41,491.90	42,185.55	42,890.99	43,608.43	44,338.06	45,706.48
I	32,874.20	33,421.35	33,977.90	34,543.71	35,118.24	35,704.85	36,299.82	36,905.20	37,520.87	38,147.02	38,783.80	39,431.41	40,090.03	40,759.85	41,441.05	42,133.84	42,838.40	43,554.94	44,283.68	45,024.77	45,778.47	47,171.39
J	33,936.31	34,501.52	35,076.33	35,660.91	36,255.44	36,860.06	37,474.97	38,100.33	38,736.32	39,383.10	40,040.83	40,709.91	41,390.26	42,082.19	42,785.87	43,501.54	44,229.33	44,969.51	45,722.28	46,487.85	47,268.42	48,684.64
K	35,033.47	35,617.33	36,211.15	36,814.99	37,429.13	38,053.74	38,688.91	39,334.91	39,991.68	40,660.03	41,339.54	42,030.60	42,733.41	43,448.16	44,175.06	44,914.33	45,666.16	46,430.77	47,208.38	47,999.21	48,803.48	50,247.82
L	36,166.64	36,769.96	37,383.34	38,007.14	38,641.55	39,286.74	39,942.90	40,610.22	41,288.88	41,979.06	42,681.00	43,394.87	44,120.87	44,859.21	45,610.10	46,373.76	47,150.40	47,940.24	48,743.51	49,560.44	50,391.25	51,862.59
M	37,337.61	37,960.63	38,594.25	39,238.64	39,893.98	40,560.47	41,238.28	41,927.82	42,628.67	43,341.65	44,066.74	44,804.16	45,554.12	46,316.83	47,092.50	47,881.36	48,683.63	49,499.53	50,329.51	51,173.20	52,031.43	53,530.85
N	38,547.01	39,190.80	39,845.12	40,510.78	41,187.75	41,876.22	42,576.41	43,288.49	44,012.88	44,749.16	45,498.21	46,259.96	47,034.87	47,822.54	48,623.81	49,438.70	50,267.45	51,110.28	51,967.44	52,839.17	53,725.73	55,253.71
O	39,798.32	40,461.15	41,137.27	41,824.89	42,524.20	43,235.40	43,958.69	44,694.27	45,442.36	46,203.77	46,978.91	47,767.80	48,569.97	49,385.07	50,213.66	51,055.25	51,910.34	52,779.44	53,652.05	54,539.68	55,442.82	57,033.71
P	41,088.88	41,773.63	42,472.06	43,182.38	43,904.76	44,639.43	45,388.59	46,148.45	46,919.22	47,701.33	48,504.41	49,317.27	50,143.95	50,984.68	51,839.71	52,709.27	53,593.61	54,492.99	55,407.68	56,337.87	57,283.91	58,772.42
Q	42,419.99	43,129.42	43,850.90	44,584.66	45,330.88	46,089.79	46,861.61	47,646.54	48,444.82	49,256.67	50,082.31	50,922.00	51,775.96	52,644.44	53,527.68	54,425.94	55,339.46	56,263.52	57,213.37	58,178.29	59,151.54	60,771.80
R	43,797.11	44,529.95	45,276.25	46,033.21	46,804.06	47,589.02	48,383.30	49,196.14	50,020.76	50,865.40	51,721.29	52,579.69	53,451.83	54,338.97	55,241.36	56,159.25	57,092.93	58,042.84	59,002.68	60,010.30	61,080.80	62,733.86
S	45,219.68	45,978.70	46,746.68	47,529.57	48,325.86	49,138.08	49,965.29	50,798.87	51,648.70	52,515.02	53,398.06	54,297.08	55,207.33	56,130.07	57,077.52	58,039.09	59,015.91	59,999.29	61,000.53	62,030.91	63,073.73	64,780.67
T	46,689.15	47,471.15	48,266.49	49,075.31	49,897.87	50,734.42	51,588.19	52,450.43	53,330.37	54,228.27	55,135.39	56,060.98	57,002.30	57,959.83	58,933.23	59,923.38	60,930.36	61,954.47	62,998.98	64,065.20	65,132.42	68,854.36

- 1 **33.03** The following articles of this agreement do not apply to Profes-
2 sional/Technical salaried employees as they are written in the
3 provisions of the current contract The provisions pertaining to the
4 Professional/Technical salaried employees relating to promotion,
5 reclassification/transfer and overtime are found in Articles 32 and
6 34
7 Article 6 – Promotions - See Section 32 06
8 Article 7 – Transfer Procedure - See Section 32 07
9 Article 10 – Layoff - See Section 33 12
10 Article 28 – Overtime - Not applicable
11
12 **33.04** The following articles of this agreement do not apply to Profes-
13 sional/Technical hourly employees as they are written in the
14 provisions of the current contract
15 Article 6 – Promotions - See Section 32 06
16 Article 7 – Transfer Procedure - See Section 32 07
17 Article 10 – Layoff - See Section 33 12
18
19 **33.05** Implementation For the 2001-2002 year only and during the implementa-
20 tion process of the new Professional/Technical Wage and Salary Schedule,
21 placement effective 07/01/2001 shall be determined by the employee's
22 salary of 06/30/2001 Employees will be placed in the appropriate grade
23 and level that most closely corresponds to their salary or hourly rate as of
24 the date specified above The level is NOT necessarily the number of
25 years of experience an employee has with Brevard Public Schools
26
27 **33.06** Promotions The term "promotion" as applied to Professional/Technical
28 employees is defined as the advancement of an employee to a higher rated
29 job classification in the bargaining unit Promotional increases shall be ten
30 percent (10%) or the minimum of the pay grade whichever is greater The
31 language in this section shall be placed in effect following ratification of this
32 Agreement Any promotion, transfer or reclassification is only applicable
33 following the implementation placement
34
35 **33.07** Transfer/Reclassification A Professional/Technical employee shall be
36 placed on the salary schedule by vertical movement to the same experience
37 level at which he/she was paid immediately prior to such transfer/reclassi-
38 fication Should a Professional/Technical employee be reclassified to a
39 position in a lower pay grade, such Professional/Technical employee shall
40 be placed on the Professional/Technical Wage and Salary Schedule by
41 using the inverse of the system as defined in Section 33 06
42
43 **33.08** In the event the Board determines to pay a salaried employee on an hourly
44 basis, the employee shall receive written notification such decision includ-
45 ing the effective dates of such change The change from salary to hourly
46 shall not cause the employee any loss of pay or benefits as provided in the
47 Agreement
48

- 1 **33.09** Newly hired Professional/Technical employees shall be placed on the
2 appropriate schedule and pay grade as indicated in Article I – Recognition
3 of this Agreement. The level upon which the employee is placed is NOT
4 necessarily the number of years of employment with Brevard Public
5 Schools. The level IS the number of years of relevant and verified years of
6 experience a newly hired employee brings to the District at time of hire
7
8 **33.091** An employee may bring into the District up to twenty (20) years of
9 verified relevant experience in excess of the minimum number of
10 years required by the job description for purposes of further
11 placement on the Professional/Technical salary schedules. This
12 experience may be any combination of inside and outside experi-
13 ence
14
15 **33.092** The years of experience in excess of the minimum required by the
16 job description are used to determine all placement above the
17 minimum for the pay grade on the Professional/Technical Wage
18 and Salary Schedules
19
20 **33.093** For purposes of The Professional/Technical Wage and Salary
21 Schedule placement, one (1) year of experience is granted for
22 every two (2) years of outside relevant experience verified by a
23 previous supervisor in excess of the minimum required with an
24 organization other than Brevard Public Schools. One (1) year of
25 experience is granted for each year of relevant, verified experi-
26 ence with Brevard Public Schools
27
28 **33.094** Verification of experience shall comply with the form and proce-
29 dures as prescribed by the Board
30
31 **33.10** Newly hired Professional/Technical employees are subject to a ninety (90)
32 day probationary period
33
34 **33.11** Overtime. This section applies to Hourly Professional/Technical employ-
35 ees
36 **33.111** One and one-half (1 1/2) times the employee's regular rate shall
37 be paid for overtime work for all work in excess of forty (40) hours
38 in one week
39 **33.112** There shall be no compensatory time given except in case of
40 emergencies
41 **33.113** Reasonable effort shall be made to allocate overtime among
42 appropriate hourly employees
43 **33.114** The total number of hours worked and the overtime hours along
44 with the premium pay received for such overtime hours shall
45 appear on the employee's pay stub for such pay period
46 **33.115** Any work assigned and performed on a designated paid holiday
47 or on a Sunday will be paid at one and one half (1 1/2) times the
48 employee's regular rate of pay
49 **33.116** The Board agrees that any changes in an employee's normal
50 workweek hours shall not be for the purposes of circumventing the
51 overtime provisions of this Agreement

- 1 **33.12** Reduction of Personnel (Lay-off) In the event the Board determines to
2 reduce the number of Professional/Technical employees in the bargaining
3 unit, the following procedures, processes, and requirements shall be
4 applied to such reductions
5
6 **33.121** Job classifications(s) to be affected by reduction shall be first be
7 determined
8
9 **33.122** A pool of employees eligible for reduction will be selected from
10 those employees who during the past three (3) work years have
11 at least one (1) annual performance evaluation rating of less than
12 "overall satisfactory" From this pool, the Board will exercise its
13 sole discretion in selecting the employee(s) to be reduced
14 (When all other factors are determined to be equal, seniority shall
15 be among the other factors to be considered) Employees to be
16 laid off will have at least fifteen (15) calendar days notice of such
17 reduction
18
19 **33.123** Should the Board determine to recall employees who have been
20 subject to reduction in force (lay-off), such recall shall be in the
21 inverse order of reduction in force (lay-off)
22
23 **33.13** All Food Service Interns shall be paid at the first step in Professional/
24 Technical Wage and Salary Schedule (hourly), grade A, Level 0 for the
25 duration of their internship
26
27 **33.14** Custodial employees who have earned the five percent (5%) certification
28 recognition as provided for in Article 1 – Recognition of this Agreement will
29 retain the five percent (5%) certification recognition as part of their base
30 hourly rate only should they be promoted to a custodial position (Custodial
31 Supervisor, Custodial Coordinator or Training Custodian) paid from a
32 Professional/Technical Wage and Salary Schedule Employees who
33 obtain the certification while working in a custodial position paid from a
34 Professional/Technical Wage and Salary Schedule will not earn the five
35 percent (5%) certification recognition
36
37 **33.15** Administrative Leave Salaried Professional/Technical employees may
38 receive at the discretion of his/her immediate supervisor approval for
39 Administrative Paid Leave as follows
40
41 **33.151** The salaried employee is assigned to work beyond his/her normal
42 workweek
43
44 **33.152** The time beyond such work week is recorded as required by the
45 Board and placed in the employee's accumulated Administrative
46 Leave balance
47
48 **33.153** The total amount of such time that may be earned during one
 fiscal year shall be limited to no more than an amount equal to the
 affected employees normal work week hours

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- 33.154** Request for such Administrative Leave shall be submitted on a form and under procedures, processes and restrictions as required by the Board
- 33.155** This leave may not be used for the same reasons as required for the use of sick leave
- 33.156** Leave shall not be taken in increments of less than half (1/2) of a normal workday unless otherwise approved by the supervisor
- 33.157** Effective Midnight of each June 30 all accumulated Administrative Leave balances will become zero (0)

ARTICLE 34
EFFECT AND DURATION OF AGREEMENT

- 34.01** The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement
- 34.02** This Agreement shall be effective on the date of executive except that Articles 32 and 33 shall be effective according to its terms
- 34.03** This Agreement shall remain in full force and effect until midnight June 30, 2003 and shall be automatically extended from month to month unless either party shall give notice to the other in writing of its desire to terminate, in which case the Agreement shall terminate in thirty (30) calendar days Such extension of the Agreement shall not imply any obligation on the part of the Board to advance an employee from one level to another on the salary schedule

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 21st day of January, 2003, to be effective as stated herein

THE SCHOOL BOARD OF BREVARD COUNTY

By

Chairman

Attest

Superintendent of Schools

**LOCAL 1010, INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL-CIO, DISTRICT COUNCIL 78**

By

Business Manager/Chief Negotiator

Attest

Special Representative

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NON-DISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to all **students** to participate in appropriate programs and activities without regard to race color, gender, religion, national origin, disability, marital status or age, except as otherwise provided by Federal law or by Florida state law

A **student** having a grievance concerning discrimination may contact

Dr Richard A DiPatn Superintendent Brevard Public Schools	Brenda Blackburn Associate Superintendent Curriculum Office & Instruction Coordinator	Dr Walter Christy Director Secondary Education	Eva Lewis, Director ESE Program Support Services ADA/Section 504 Coordinator
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School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699
(321) 631-1911

It is the policy of the School Board of Brevard County not to discriminate against **employees** or **applicants** for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital status, age or disability. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship, and is prohibited. This policy shall apply to recruitment, employment, transfers, compensation, and other terms and conditions of employment

An **employee** or **applicant** having a grievance concerning employment may contact

Bonnie L. Mazingo, Director Office of Compensation & Benefits	Joy Salamone, Director Human Resources Services & Labor Relations
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(321) 631-1911

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SCHOOL BOARD OF BREVARD COUNTY
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699
Telephone (321) 631-1911

LOCAL UNION 1010, IUPAT, DISTRICT COUNCIL 78
2153 West Oakridge Road
Orlando, Florida 32809
Telephone (877) 352-3278 (toll-free)