

# 820 844

# AGREEMENT

between the

**SCHOOL BOARD OF  
BREVARD COUNTY**



and the

**INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES  
LOCAL 1010**



**1996-97**

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**ARTICLE I**  
**RECOGNITION**

1 01 The School Board of Brevard County (hereinafter "Board") hereby recognizes  
 2 Local 1010 International Brotherhood of Painters and Allied Trades AFL CIO  
 3 (hereinafter Union ) as the exclusive bargaining representative for all classified  
 4 employees listed in Section 1 02

1 02 Classification Title	Pay Grade
<b><u>CLERICAL AND RELATED</u></b>	
Auditory Screening Assistant	17
Clerk Typist	16
Copy Center Clerk	16
Copy Center Specialist	18
Even Start Program Teacher Assistant I <sup>2</sup>	16
Even Start Program Teacher Assistant II <sup>2</sup>	17
Grant Coordinator	27
Hearing Interpreter Level 1 <sup>2</sup>	18
Hearing Interpreter Level 2 <sup>2</sup>	19
Hearing Interpreter Level 3 <sup>2</sup>	20
Home Program Specialist <sup>2</sup>	18
Instructional Assistant <sup>2</sup>	18
Learning Lab Assistant 1 (Adult Ed )	16
Library Clerk	16
Mail Services Clerk	16
Mental Health Technician <sup>2</sup>	22
Paramedia Specialist	22
Physical/Occupational Therapist Assistant <sup>2</sup>	30
Preprofessional <sup>2</sup>	17
Receptionist Educational Services Facility	16
Secretary	18
School Data Clerk	17
School Office Clerk (Adult Ed )	17
School Office Clerk	17
Switchboard Operator	16
Teacher Assistant I <sup>2</sup>	16
Teacher Assistant I Infant Day Care /ETP <sup>2</sup>	16
Teacher Assistant I (P E ) <sup>2</sup>	16
** Teacher Assistant I Florida First Start/Parent Educator <sup>2</sup>	16
Teacher Assistant I Pre K <sup>2</sup>	16
Teacher Assistant I Exceptional Ed <sup>2</sup>	16
Teacher Assistant I Exceptional Ed Pre-School <sup>2</sup>	16
Teacher Assistant I Ex Ed Emotionally Handicapped <sup>2</sup>	16
Teacher Assistant I Ex Ed Profoundly Handicapped <sup>2</sup>	16
Teacher Assistant I Disadvantaged <sup>2</sup>	16
*Teacher Assistant I Special Assignment <sup>2</sup>	16

	<b>Classification Title</b>	<b>Pay Grade</b>
1	<b><u>CLERICAL AND RELATED (Continued)</u></b>	
2	Teacher Assistant I - School Age Child Care <sup>2</sup>	16
3	Teacher Assistant Technology Support <sup>2</sup>	16
4	Teacher Assistant II <sup>2</sup>	17
5	Teacher Assistant II Exceptional Ed <sup>2</sup>	17
6	Teacher Assistant II Infant Day Care/ETP <sup>2</sup>	17
7	Title I Parent Education Assistant II <sup>2</sup>	18
8	Title I Assistant I <sup>2</sup>	16
9	Title I (Migrant) Home School Liaison Assistant I <sup>2</sup>	16
10	Title I Instructional Assistant II <sup>2</sup>	18
11	Tutorial Program Specialist	20
12	Vision Screening Specialist	17
13	Word Processing Specialist	18
14		
15	<b><u>CUSTODIAL</u></b>	
16	Custodian	15
17	Head Custodian I	19
18	Head Custodian II	20
19	State Certified Custodian additional 5% to regular hourly rate	
20		
21	<b><u>EQUIPMENT REPAIR AND TECHNICAL</u></b>	
22	Electronics Repairman	23
23	Electronics Technician	25
24	Computer Technician	26
25		
26	<b><u>FINANCE AND ACCOUNTING</u></b>	
27	Accountant	24
28	Accounting Clerk	19
29	Accounting and Investment Specialist	22
30	Chief Accounting Clerk	20
31	Elementary School Bookkeeper	18
32	Middle School Bookkeeper	18
33	Jr High School Bookkeeper	19
34	Senior High Bookkeeper	20
35	Property Records Clerk	17
36		
37	<b><u>FOOD SERVICE</u></b>	
38	Baker	16
39	Cafeteria Worker	15
40	Cafeteria Cashier	16
41	Cook	16
42		
43	<b><u>MAINTENANCE, CONSTRUCTION AND TRADES</u></b>	
44	Air Conditioning/Refrigeration Mechanic	25
45	Asbestos Abatement Technician	27
46	Boiler Mechanic	25
47	Boiler Technician	26
48	Building Safety Inspector	22

	<b>Pay Grade</b>
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	<b>Pay Grade</b>
1 <b>Classification Title</b>	
2 <u>PRINTING (Continued)</u>	
3 Photolithographer	23
4 Printer	22
5 Printer Apprentice	15
6	
7 <u>TRANSPORTATION</u>	
8 Bus Attendant	16
9 Bus Driver	19
10 Route Specialist/Trainer	21
11 Transportation Accounting Clerk	20
12 Transportation Office Clerk	16

14 The normal workday for most employees is eight (8) hours  
 15 Significant exceptions are noted below  
 16 (1) For these positions the normal workday is six (6) hours  
 17 (2) For these positions the normal workday is six and one  
 18 half (6 1/2) hours or as are dictated by the project  
 19

20 **NOTE** In some cases eight (8) hour personnel work four (4) ten (10)  
 21 hour workdays

22 The Board selection of an employee to fill a Cafeteria Cashier vacancy sha  
 23 include seniority among the factors to be considered in such a selection  
 24

25 \*\* Bumping rights into these positions shall require that conditions for employ  
 26 ment as set forth in the grant awards be fully met  
 27

28 The description of normal workdays and/or work hours as found herein shall not  
 29 be construed to limit the Board's authority to schedule employees' workdays and  
 30 or work hours so that during the period of time that school is not in regular session  
 31 in the summer such schedule may reflect four (4) days at ten (10) hours per day  
 32 rather than five (5) days at eight (8) hours per day for such summer period only.  
 33 During such summer time employees who normally work less than forty (40)  
 34 hours per week may have their workweek adjusted pro-rata at the Board's  
 35 discretion. Such schedule adjustment shall not necessitate the requirement of  
 36 the parties to conduct any further negotiations on the subject. When employees'  
 37 workdays and work hours are changed to four (4) days per week during the  
 38 summertime all holidays falling during such time shall be paid at ten (10) hour  
 39 holiday pay. Employees so scheduled shall be scheduled for breaks as provided  
 40 in Article 26 of this Agreement provided that for the summer period one (1) of two  
 41 (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes  
 42

43 **1 03** As used herein the term "employee" shall refer to all those persons included in  
 44 the bargaining unit described in Section 1 02 except substitute employees,  
 45 temporary employees, and persons employed under the Comprehensive Educa  
 46 tion and Training Act (CETA) and/or programs approved by the Private Industr  
 47 Council  
 48

- 1           **1 031**    A regular employee is a person employed a full day full year for a  
2                    prescribed position. In the absence of any other directive a full day  
3                    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 than a  
6                    full day for a prescribed position
- 7
- 8           **1 033**    A temporary employee is a person employed for an approved position  
9                    to which he/she is temporarily assigned for a period not to exceed four  
0                    (4) calendar months or to replace a regular employee or part time  
1                    employee on a leave of absence for a period not to exceed four (4)  
2                    calendar months
- 3
- 4           **1 034**    A substitute employee is a person who replaces a regular part time or  
5                    temporary employee on a day to-day basis. A person shall not remain  
6                    a substitute employee after having been assigned to work for more than  
7                    twenty (20) continuous working days within a prescribed position. In  
8                    the event the position in which the substitute has been working as  
9                    described herein becomes vacant such substitute shall not automati-  
0                    cally be entitled to such position and the position shall be subject to  
1                    the procedures for filling vacant position as otherwise provided in this  
2                    Agreement. Prescribed position as used herein shall mean the  
3                    position assignment of a particular individual employee and shall not be  
4                    construed to broadly apply to all employees within a classification title
- 5
- 6           **1 035**    Cafeteria employees hired after July 1 1993 whose normal workday  
7                    is four (4) hours or less shall not be eligible for any fringe benefits as  
8                    provided by the Board. Such benefits shall include medical insurance  
9                    life insurance and the like
- 10
- 11       **1 04**    A "Lead Worker" category may be created by the Board in any of the classification  
12                    titles listed in Article 1 02. An employee designated as a "Lead Worker" shall be  
13                    paid at ten percent (10%) above his/her regular rate for the duration of the lead  
14                    worker assignment. Such assignments are temporary in nature. The creation of  
15                    a lead worker category and the selection of an employee to fill any lead worker  
16                    assignment shall be within the total discretion of the Board. Except as otherwise  
17                    provided herein a Lead Worker shall only lead workers within his/her job  
18                    classification and shall not be assigned supervisory responsibilities. The  
19                    selection of an employee to fill a Lead Worker assignment shall not be made for  
0                    the purpose of granting a pay increase to such employee. Employees so  
1                    assigned shall actually perform necessary job functions including the leading of  
2                    other employees in his/her job classification. Employees who lead as described  
3                    herein must perform additional functions and responsibilities of a lead for no  
4                    less than four (4) other employees in order to receive the pay increase. Lead  
5                    designations shall be annually submitted in writing by the supervisor for approval  
6                    to Personnel showing what additional responsibilities and functions will be  
7                    required. The requirement for the Lead Worker to lead in his/her own job  
8                    classification may be waived when it is necessary to cross job classifications due

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to the requirements of the work involved and is shown in the written description of duties

Bus drivers who are designated temporarily as Leads for the purposes of assisting in other assignments including CDL training shall receive an increase of ten percent (10%) of his/her salary for the duration of such temporary assignment

**1 05** An employee assigned additional hours of work at his/her regular assigned work site and within his/her job classification shall be paid at his/her regular rate up to forty (40) hours

**1 06** Employees whose normal work year is less than twelve (12) months and who apply for summer employment shall be utilized for such employment provided that in the judgment of the Board the employee is qualified for such employment and is physically able to perform such work

**\*1 07** This classification is reserved for those Teacher Assistants who are assigned to work with a specific child in the exceptional education program and such assignment necessitates the Teacher Assistant and student remaining together for the duration of the student's school years. Should the Teacher Assistant no longer have the assignment as shown above the other provisions of the Collective Bargaining Agreement will control

**1 08** The Board and the Union agree to form a six (6) member committee of equal representation appointed by the parties for the purpose of reviewing the District job descriptions for unit employees. This committee shall review all special licenses and certifications e.g., Automotive Service Excellence (ASE), etc., for unit job classifications submitted to it and make recommendations to the Board and Union Negotiators. If there is a mutually agreed to need for additional committee members, equal numbers shall be appointed by both parties

**1 09** An employee, including bus drivers, who is assigned by the Board to work a normal twelve (12) month work year at a Modified Calendar School shall receive his/her regular wages and other benefits that are provided to other twelve (12)-month employees

**1 10** The Board and the Union agree to form a six (6)-member committee of equal representation appointed by the parties to study wages and salaries of unit employees and submit a report to the Union and the Board negotiators. If there is a mutually agreed to need for additional committee members equal numbers shall be appointed by both parties

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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 payday 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.
- 2 07** The Union agrees to hold harmless the Board and all of its agents and employees.

1 against any charges or complaints provided only that the Board has complied  
2 with all of its obligations under this Article

3  
4 **2.08** The Board agrees to deduct from the pay of each employee from whom it receives  
5 authorization to do so a uniform amount per payroll period and to remit same to  
6 the Union at the time and in the same manner described in Article 2.02. Such  
7 deduction shall only be used by the Union for contributions to charitable and/or  
8 Union insurance programs designated by the Union

9  
10 **2.09** The Board agrees to deduct from the pay of employees who authorize the Board  
11 to do so through procedures described herein for the dues deduction the amount  
12 of ten dollars per school year a political contribution to the Union's Political Action  
13 Committee. Such ten dollars (\$10.00) shall be deducted in the amount of fifty  
14 cents (\$ .50) per payroll period. PAC deductions shall be transmitted to the Union  
15 in the same manner as regular dues and may be revoked as provided for due  
16 deduction in this Article. Effective July 1, 1994 PAC deductions as provided  
17 herein shall be remitted to the Union in a separate check

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19 **ARTICLE 3**  
20  
21 **RESPONSIBILITY**  
22

23 **3.01** It is expressly understood and agreed that all functions, rights, powers, and  
24 authority of the administration of the school district and of the Board which are not  
25 specifically limited by the language of this Agreement are retained by the Board  
26 provided however that no such right shall be exercised so as to violate any other  
27 specific provisions of this Agreement

28  
29 **3.02** The Superintendent or designee shall advise the Union, in writing, of proposed  
30 changes requiring the approval of the School Board in job classification  
31 regulations and policies directly affecting members of the bargaining unit prior  
32 to the implementation of the same. The Superintendent or designee shall  
33 likewise afford the Union an opportunity to submit its views in writing in advance  
34 with respect to such changes prior to School Board action

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36 **ARTICLE 4**  
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38 **NONDISCRIMINATION**  
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40 **4.01** The Board agrees that it will not discriminate against any employee with respect  
41 to wages, hours, or conditions of employment by reason of the employee's Union  
42 membership or his/her participation in lawful Union activities

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## ARTICLE 5

### COMMUNICATIONS

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5 5 01 The Board agrees that the Union may place a designated and accessible bulletin  
6 board at each school area office compound county office, bus and/or mainte-  
7 nance compound 520 warehouse and 520 bus compound This section will not  
8 apply to any facility which is temporarily or permanently inoperative An effort  
9 shall be made to utilize a location convenient for all employees during their normal  
10 work hours Provided that the placement location size color and other  
11 characteristics of such bulletin board shall be by mutual agreement between the  
12 Union and the Director of Labor Relations and provide further that this provision  
13 shall not be construed so as to require any expenditure on the part of the Board  
14 All unit job openings shall be posted on this bulletin board Such posting on the  
15 Union bulletin board shall be the responsibility of the Union No later than  
16 September 15 of each year the Union shall provide the supervisor of each work  
17 location described herein with the name in writing of the bargaining unit member  
18 who has the responsibility for the posting and maintaining of such bulletin board  
19
- 20 5 02 The Board agrees that the Union at its own expense and sole responsibility may  
21 make available to each new employee the following material at the applicable  
22 work location 1) Current Agreement 2) Membership application, 3) Dues  
23 deduction card 4) AFL-CIO pamphlet WHY UNIONS 5) Cover letter Cover  
24 letter to be mutually agreed to by the Board and the Union  
25
- 26 5 03 The Board shall provide the Union at no cost with one (1) copy of the materials  
27 relating to all public Board meetings which are generally distributed to the press  
28 at a time after said materials are made available to the Board but no later than  
29 when the materials are distributed to the press for any regular meeting of the  
30 Board  
31
- 32 5 04 The supervisor of each work location and the Director of Labor Relations shall  
33 receive from the Union a copy of any Union material which is generally distributed  
34 to and/or posted for employees The term "generally distributed" as used herein  
35 shall not be construed so as to violate an employee's rights to privacy of his/her  
36 U S Mail  
37
- 38 5 05 Upon the written request of the Union the Board shall provide four (4) times each  
39 year without cost a listing of unit employees by school and/or work location  
40 which shall include their full names social security numbers full home mailing  
41 addresses, and job classifications  
42

## ARTICLE 6

### PROMOTIONS

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47 6 01 The term "promotion" as used in this Article means the advancement of an  
48 employee to a higher rated job classification or the same classification and/or pay

- 1 grade with additional hours of work in such classification and/or pay grade within  
2 the bargaining unit  
3
- 4 **6 02** All promotional vacancies within the bargaining unit for regular employment will  
5 be posted by the Assistant Superintendent Human Resources Services or  
6 designee on Union and other appropriate bulletin boards (see Article 5 for  
7 locations of such) The notices shall include the job classification rate of pay,  
8 work location, and the nature of the job requirements Such posting shall be for  
9 a period of not less than five (5) days exclusive of Saturday Sunday and  
10 observed legal holidays A copy of the notice shall also be sent to the business  
11 agent of the Union or designee  
12
- 13 **6 03** During the period of posting, employees except probationary employees who  
14 wish to apply for the open position including employees on layoff may do so The  
15 application shall be in writing and on a standard form furnished by the Board and  
16 such shall be submitted to the Human Resources office or such other location(s)  
17 as may be specified in the notice In the event an employee applicant for a posted  
18 promotional position is denied the opportunity to be interviewed for such position  
19 the employee may request the Director of Human Resources/Labor Relations to  
20 ascertain the reason(s) such interview was unavailable  
21
- 22 **6 04** The Board shall permanently fill such job vacancies from among those persons  
23 who have applied who are judged by the Board to be most qualified for the  
24 position and from this group the most senior qualified employee if any will fill the  
25 vacancy Nothing contained herein shall be construed to prohibit the Board from  
26 filling a vacant position within the same pay grade by administrative transfer with  
27 agreement of the employee who is selected for transfer In the event the Board  
28 elects to so fill a vacant position, the posting and selection procedures as  
29 described herein shall be applied to the vacancy created by such administrative  
30 transfer  
31
- 32 **6 041** An employee who is on layoff and applies for a posted vacancy shall be  
33 offered the position prior to a non employee, provided the employee is  
34 the most qualified applicant and has satisfactory evaluations and  
35 exemplary attendance as defined in Article 13 07  
36
- 37 **6 05** A notice listing those employees who have applied for the position(s) and the  
38 employee(s) recommended for such position(s) shall be posted, with a copy to  
39 all employee applicants and the Union, at the worksite having the vacancy within  
40 two (2) workdays of the recommendation and be posted for a period of at least  
41 ten (10) workdays The failure of an employee to receive such copy shall not be  
42 construed so as to limit the Board's authority to select promotional assignments  
43 as provided herein  
44
- 45 **6 06** An employee promoted pursuant to the preceding paragraphs who fails to  
46 achieve a satisfactory level of performance within thirty (30) calendar days shall  
47 have the right to return to the job from which he/she was promoted  
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## ARTICLE 8

### UNION RIGHTS

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5 **8 01 UNION LEAVE** - Unpaid leave of absence shall be granted by the Board to  
6 employees to serve in the Brevard County Division of Local Union 1010 upon  
7 written application of such employee(s) at least thirty (30) days prior to the date  
8 such leave is to begin. Such leave shall not be for less than one (1) calendar year  
9 and shall be renewable for no longer than the duration of this Agreement upon  
10 proper reapplication. No more than two (2) employees shall be granted such  
11 leave in any one year. The employee(s) shall accrue seniority while on such leave  
12 not to exceed two (2) years and shall not be applicable to movement on the wage  
13 and salary schedule. At the end of said leave the employee(s) may return to his/  
14 her previous job classification pursuant to Article 10 of this Agreement. Except as  
15 provided above, this section shall not be subject to the provisions of Article 9 01  
16 of this Agreement and provided further that an employee on such leave shall not  
17 be eligible for other benefits provided by the Board for regular employees  
18

19 **8 011** Employees granted leave under 8 01 above shall be allowed to  
20 participate in Board approved benefit plans Florida Retirement and  
21 Social Security plans which are available to other unit employees.  
22 Such participation shall be at no cost to the Board. Procedures shall be  
23 developed which are mutually acceptable to the Board and the Union.  
24 Mutual agreement or the lack of same shall not be subject to the  
25 grievance procedure of this Agreement  
26

27 **8 02 LEAVE FOR UNION SERVICE** Leave of absence without pay shall be granted  
28 to employee(s) for the purpose of participating in Union activities. No more than  
29 ten (10) workdays per school year shall be used for such purpose under the  
30 following conditions  
31

- 32 1 No less than one (1) workday may be taken at any one time  
33  
34 2 No more than two (2) employees shall be absent from any single  
35 worksite at the same time, provided the employees are not in the same  
36 job classification  
37  
38 3 The cost of substitute(s) incurred as a result of such leave shall be at  
39 the expense of the Union  
40  
41 4 No more than five (5) days notice shall be required for such leave  
42 application  
43  
44 5 No more than eight (8) days of such leave shall be taken by any one  
45 employee during any given school year  
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- 1     **8 03** If activities directly related to this Agreement and mandated by law or this  
2 Agreement are conducted during the regular employee workday leave of  
3 absence sufficient to conduct such necessary activities shall be granted to the  
4 affected employees without loss of pay or accumulated leave. If negotiations are  
5 conducted during the regular employee workday leave of absence without loss  
6 of pay or accumulated leave shall be granted to up to ten (10) members of the  
7 Union bargaining team  
8
- 9     **8 04 UNION MEETINGS** The Union shall have the right to use school buildings for  
10 meetings with members of the bargaining unit provided notice of such meetings  
11 shall be submitted to the principal no less than five (5) workdays prior to the date  
12 of the requested meeting. The use of such building shall be without charge except  
13 for additional costs which may be incurred in connection therewith. Such  
14 additional costs shall be stated on the approved building use permit. The Union  
15 shall be responsible for any damage which may be incurred in connection with  
16 such usage. The use of such facilities hereunder shall also be contingent upon  
17 such causing no interference with the instructional matters of the school district  
18 and/or employee work assignments  
19
- 20     **8 05 DISTRIBUTION OF LITERATURE** - The Union shall have the right to distribute  
21 material dealing with Union business to employees at their worksite provided that  
22 the following conditions are met  
23
- 24         1 Union materials shall be designated as Union matter and dated where  
25 possible to show date of publication  
26
- 27         2 Union material shall be delivered to the front office cafeteria and custodial  
28 room for distribution by the Union steward  
29
- 30         3 Concurrently a courtesy copy of such material shall be provided to the  
31 principal and sent via courier or U S Mail to the Director of Labor Relations  
32 or designee  
33
- 34     **8 06** The Union shall be entitled to representation (appointed by the Union) on the  
35 following Committees and/or other mutually agreed to Committees  
36
- 37         1 Personnel Benefits Committee  
38         2 School Calendar Committee (Two Representatives)  
39         3 Administrative/Classified Inservice Council  
40         4 Sick Leave Bank Committee  
41         5 Accident Review Committee  
42         6 Other committees having bargaining unit employees serve on such shall be  
43 appointed by the Union  
44
- 45     **8 07** The supervisor or designee at each work location shall provide the Steward with  
46 the names and classifications of new employees within seven (7) workdays of the  
47 new employees' employment  
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## ARTICLE 9

### SENIORITY

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- 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) months] and approved leaves of absence Unless otherwise expressly stated seniority shall be applicable to employees

## ARTICLE 10

### LAYOFFS

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- 10 01 Except as otherwise provided herein if it is necessary to reduce the number of employees or the number of hours to be worked the most junior employee within the affected classification at the affected location shall be the first laid off or reduced provided the remaining employees are able and qualified to perform available work When employees are to be recalled the first to be recalled shall be those last laid off within the preceding twelve (12) month period For the purposes of this Article layoffs and/or bumping shall utilize the following procedures

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43
- 10 011 Bumping shall take place within the job classification first within the affected work location secondly, within the relevant administrative areas (i.e. North Central and South) thirdly the affected employee shall then have the right to bump the most junior employee in the county between any geographic areas Provided that countywide bumping between geographic areas as described herein shall be limited to those employees who are regularly assigned to work in the countywide department of maintenance and who because of the nature of their jobs may normally be expected to be assigned to work at any location in the county on any given workday Maintenance employees who shall not be allowed to exercise this countywide bumping right include but are not limited to clerical and custodial employees Should the Board determine to relocate its administrative office (s) employees assigned to work in such office at the time of the relocation shall be entitled to be transferred using seniority within their job classification up to the number of employees determined by the Board to be necessary at the new work location Employees who are not transferred shall then have the right to exercise bumping rights within the relevant administrative area

- 44  
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48
- 10 012 An employee who is within twenty four (24) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights may at his/her option be provided the opportunity for such countywide bumping rights An em

- 1                    ployee holding more than one (1) position shall establish seniority in  
2                    each position independently provided his/her bumping rights shall be  
3                    limited to the primary position  
4
- 5                    **10 013** An employee who is promoted or transferred to another job classifica  
6                    tion *within the bargaining unit and thereafter is affected by layoff or*  
7                    reduction in hours of work may exercise his/her seniority for bumping  
8                    purposes in the job classification held immediately prior to such transfer  
9                    or promotion as a regular employee In the event an employee is  
10                   selected by the Board for involuntary transfer to another classification  
11                   within the bargaining unit and thereafter is affected by layoff he/she  
12                   may exercise his/her seniority for bumping purposes sequentially to the  
13                   two (2) job classifications held immediately prior to such involuntary  
14                   transfer Provided this section shall not be construed so as to entitle  
15                   any employee to recall right prescribed in Section 10 01 to the job  
16                   classification into which he/she had been originally promoted or  
17                   transferred  
18
- 19                   **10 014** A list of employees on layoff shall be made available to all worksites  
20                   Such employees shall be offered the opportunity to substitute in their  
21                   laid off classification before other or non employees are utilized If  
22                   utilized such employees shall receive the substitute rate of pay  
23
- 24                   **10 02** Subject to the preceding paragraphs a bumping procedure shall be utilized to  
25                   layoff in succession the most junior employees provided the remaining employ  
26                   ees are able and qualified to perform the work remaining In the event the Board  
27                   effectuates the bumping procedure as described herein and as a result of such  
28                   procedure an employee bumps into a position which he/she had bumping rights  
29                   and the employee refuses to accept the assignment the Board may dismiss the  
30                   employee for refusal to accept the assignment The right to waive bumping rights  
31                   and accept layoff shall be limited to those layoff situations where a reduction of  
32                   hours is effectuated and shall not apply to an employee who suffers layoff as a  
33                   result of the Board reducing the number of employees  
34
- 35                   **10 021** Without altering the previously implemented bumping sequence the  
36                   following steps will be added to the process only for cafeteria workers  
37                   bakers and cooks  
38
- 39                   **10 022** The most senior employee on the layoff list will bump the least senior  
40                   employee who works the hours most nearly the same as the hours  
41                   worked by the laid off employee  
42
- 43                   **10 023** Continue the process until the layoff list contains only the least senior  
44                   employees in the area  
45
- 46                   **10 024** As vacancies occur recall from the seniority list will be by seniority only  
47                   regardless of the number of hours of the vacant positions  
48

- 1 10 03 Employees to be laid off will have at least fifteen (15) calendar days notice of  
2 layoff The Union shall receive a list of employees to be laid off on the same date  
3 the notices are issued to the employees  
4
- 5 10 04 For the purposes of this Article and Article 6 (Promotions) a seniority list shall be  
6 provided to the Union within sixty (60) days of this Agreement's effective date, and  
7 quarterly thereafter  
8
- 9 10 05 The employment of persons under the programs approved by the Private Industry  
10 Council (PIC) shall not cause the displacement or cutback of employees in  
11 affected job classifications In the event of any cutbacks in work opportunities or  
12 layoffs employees paid under PIC in the affected job classification shall be  
13 displaced before any other employees in such classifications  
14
- 15 10 06 In the event an employee's primary position is cafeteria worker baker or cook,  
16 and his/her secondary position is cafeteria cashier and he/she suffers a  
17 reduction of hours in the cafeteria cashier position he/she shall be given the  
18 option of accepting the layoff or returning to his/her primary position and carrying  
19 into the primary position the number of hours which were reduced from the  
20 cafeteria cashier position  
21
- 22 10 07 The Board agrees to reopen negotiations on the impact that the Modified School  
23 Calendar operations may have on employees prior to further implementation  
24
- 25 10 08 Employees who have been reassigned to another work location due to the closing  
26 of their school shall have the right to return to that location if the Board reopens  
27 such school within a twelve (12) calendar month period following the relocation  
28 of the affected employees  
29  
30

## 31 ARTICLE 11

### 32 TERMINATION OF EMPLOYMENT

- 33  
34
- 35 11 01 An employee who has completed ninety (90) calendar days of continuous service  
36 shall not thereafter be discharged except for just cause Extensions to this period  
37 for no more than sixty (60) calendar days may be granted by mutual written  
38 consent of the Board and the employee An employee on a paid leave of absence  
39 shall be deemed to be in continuous service Employees who have not  
40 completed such period of employment may be discharged without recourse and  
41 shall not be subject to Article 12 herein nor otherwise challengeable under any  
42 other provisions of this Agreement  
43
- 44 11 02 An employee whose employment with the Board is terminated (other than layoff)  
45 and thereafter is reemployed by the Board in the same job classification that he/  
46 she held immediately prior to termination shall be placed at the beginning level  
47 of his/her pay grade upon such reemployment Provided that this provision may  
48 apply at the Board's discretion to such employees whose reemployment date falls

1 within the six (6) calendar months immediately following the date of termination  
2 as provided herein  
3

4 **11 03** The term just cause as used herein shall include but not be limited to the  
5 following reasons It is agreed that an employee whom the Board determines to  
6 have committed any of the acts listed below shall be cause for immediate  
7 termination This paragraph shall not be construed so as to require the Board to  
8 terminate an employee when it is determined by the Board that other disciplinary  
9 action may be more appropriate  
10

11 **11 031** Selling using being under the influence of or in possession of  
12 narcotics intoxicants drugs or hallucinatory agents during working  
13 hours or reporting for work in such conditions  
14

15 **11 0311** The Board agrees to provide new employees with informa  
16 tion regarding the district Employee Assistance Program  
17

18 **11 032** Defacing destroying or otherwise doing harm to Board property  
19 Provided that the terms defacing destroying and/or harming as used  
20 herein shall not be construed to mean actions of an employee which are  
21 considered part of his/her normal work responsibilities nor any dam  
22 ages resulting therefrom  
23

24 **11 033** Stealing dishonesty misconduct or willful neglect of duty  
25

26 **11 034 CORRECTIVE MEASURES**

27 Discipline shall be corrective and progressive in nature and shall be  
28 given as soon as possible in relationship to the event giving rise to such  
29 action, but in no case more than seven (7) working days after the  
30 investigation is complete Employees who are terminated for reasons  
31 other than the types of reasons described above shall be provided with  
32 the sequence of corrective measures as provided below  
33

34 (a) First offense oral warning no less than one (1) oral warning shall  
35 be required provided that additional oral warnings may be used  
36 at the Board's discretion Oral warnings shall be reduced to  
37 writing and placed in the employee's file and signed by the  
38 employee as an acknowledgment of receipt  
39

40 (b) Second offense written warning and/or written reprimand if  
41 within ten (10) calendar months of first offense  
42

43 (c) Third offense suspension by the Superintendent without pay for  
44 no more than three (3) days  
45

46 (d) Fourth offense termination The Board may at its option as a  
47 measure alternative to termination, return the employee to proba  
48 tion for a specified period of time in writing It is the intent of the

1 parties that such return to probation is for the purpose of stimu  
2 lating the employee to improve his/her actions. An employee so  
3 returned shall suffer no loss of pay by reason of being returned to  
4 probationary status

5  
6 Corrective measures taken under (a) and (b) above shall be taken for  
7 sufficient reason(s) and such actions shall not be subject to the  
8 arbitration step of the grievance procedure of this Agreement. In the  
9 event that an employee is not terminated within fourteen (14) calendar  
10 months after either (a) (b) or (c) above a notice will be placed in the  
11 employee's file stating that termination was not necessary for the  
12 infractions giving rise to the actions of (a) (b) or (c)

13  
14 The term "offense" as used herein shall not be construed so as to  
15 necessarily mean the same offense and may be applied to any act of  
16 the employee whether or not of the same type

17  
18 In actions of either (a) (b) or (c) above the immediate supervisor of  
19 the affected employee shall schedule a meeting with the employee in  
20 order to discuss the action(s) above

21  
22 **11 035** The written actions in 11 034 above shall have as part of their content  
23 the briefly stated reasons for the discipline

## 24 **ARTICLE 12**

### 25 **GRIEVANCE PROCEDURE**

26  
27  
28  
29  
30 **12 01** A grievance shall mean a complaint that there has been an alleged violation  
31 misinterpretation or misapplication of any provisions of this Agreement

32  
33 **12 02** All employees and the Union shall have the right to present grievances in  
34 accordance with the following procedures

35  
36 **12 021** Failure of the grievant to act on any grievance within the prescribed time  
37 limits will act as a bar to any further appeal and an administrator's failure  
38 to act within the time limits shall automatically appeal the grievance  
39 through Step III of the procedure. The time limits, however, may be  
40 extended by mutual agreement in writing

41  
42 **12 022** An investigation or handling or processing of any grievance shall be  
43 conducted so as not to interfere with the instructional program and with  
44 as little disruption of the employee's and/or the steward's work activity  
45 as possible

46  
47 **12 023** Step I and Step II grievance meetings may be scheduled during the  
48 employee's work hours when practicable. If a grievance meeting shall  
be convened by the administrator during an employee's working hours,

1 the employee shall suffer no loss of pay thereby

2  
3 **12.024** A Union steward and/or Union representative shall have the right to be  
4 present at all meetings under this procedure. The Union steward and/  
5 or Union representative shall suffer no loss of pay due to such  
6 attendance

7  
8 **12.025** No reprisals of any kind shall be taken against any participant in the  
9 grievance procedure by reason of such participation

10 **12.03** The following steps are to be followed in the handling of all grievances

11  
12 **12.031 Step I (Informal)**

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

19  
20 **12.032 Step II (Formal)**

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

36  
37 **12.033 Step III (Formal)**

38 Within seven (7) days of the receipt of the Step II decision or the  
39 execution of the Step II waiver, the grievant, if not satisfied with the  
40 resolution of the grievance at Step II, may submit the completed  
41 grievance form to the Superintendent or designee. Within seven (7)  
42 days of the Step III filing, the Superintendent or designee shall meet with  
43 the grievant and Union representative in an effort to resolve the  
44 grievance. The grievant may be accompanied by a Union representa-  
45 tive. The Superintendent or designee shall submit his/her written  
46 decision to the employee with a copy to the Union within seven (7)  
47 workdays of the Step III meeting  
48

1 **12.034 Step IV (Formal)**

2 Within sixteen (16) calendar days of the Step III decision the Union may by  
3 mutual agreement of the Board submit any grievance to mediation to be  
4 conducted by the Federal Mediation and Conciliation Service (FMCS) If so  
5 submitted the time limit for filing for arbitration shall automatically be extended  
6 by ten (10) calendar days from the date mediation is concluded  
7

8 **12 035 Step V (Formal)**

9 Within sixteen (16) workdays of the receipt of the Step III response the Union  
10 if not satisfied with the resolution of the grievance may submit to the American  
11 Arbitration Association a written demand for arbitration with a copy to the  
12 Superintendent or designee Such notification shall be postmarked and/or  
13 received in the office of Labor Relations within the timeline as provided herein  
14 The parties agree to subscribe to the then prevailing practices of the American  
15 Arbitration Association with respect to providing a panel of arbitrators and the  
16 selection thereof and regarding the conducting of the hearing The arbitrator's  
17 authority shall be limited to deciding only the issue or issues presented to him/her  
18 by the Board and the Union and his/her decision must be based upon his/her  
19 interpretation of the meaning or application of the relevant language of this  
20 Agreement Expenses for the arbitrator's services shall be borne equally by the  
21 Board and the Union The arbitrator's decision shall be final and binding upon  
22 both the Board and the Union  
23

24 **12 04** Unless otherwise provided as used herein "days" or "working days" shall mean  
25 days on which the Board's business office shall be open  
26

27 **12 05** The right to proceed to the arbitration step of this procedure shall be limited to  
28 the Union  
29

30 **12 06** Except by mutual agreement between the Board and the Union to the contrary  
31 the filing of a grievance up to and including Step III shall be limited to one (1)  
32 specific provision of the Agreement per filing The Union retains the right to  
33 present to an arbitrator all provisions of the Agreement alleged to have been  
34 violated  
35

36 **ARTICLE 13**

37 **LEAVE WITH PAY**

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40  
41 **13 01 SICK LEAVE** Each employee shall be credited with four (4) days of sick leave  
42 at the end of the first month of employment of each normal contract year  
43 Thereafter he/she shall be credited with one (1) day of sick leave for each month  
44 of employment In the event an employee is employed for less than four (4)  
45 months during a work year the four (4) days shall be prorated An employee who  
46 is assigned to normally work less than forty (40) hours per week shall only be  
47 credited with his/her pro-rata share of sick leave as provided herein No  
48

1 employee may earn during any fiscal year more than a total of one (1) day of sick  
2 leave for each complete month of employment Except as provided herein sick  
3 leave shall only be used up to the maximum amount earned and credited on the  
4 employee's check stub excluding any such sick leave earned and taken during  
5 the period of time between the end of the payroll period and the date the employee  
6 is normally scheduled to receive his/her check The Board shall credit employees  
7 with earned sick leave at the end of each payroll period Sick leave may be used  
8 for either personal illness (including illnesses or disablement related to or  
9 disablement due to the birth of a child provided the matters prescribed within  
10 these parentheses shall not be applicable to any employee on maternity leave)  
11 or illness or death of a child spouse parent brother sister grandparent  
12 grandchild aunt uncle niece nephew child's spouse father in law mother in  
13 law sister in law or a person residing in the same household as  
14 the employee

15  
16 In the event an employee terminates his/her employment and has not accrued the  
17 four (4) days of sick leave available to him/her the Board shall withhold from the  
18 employee's pay the average daily amount for sick leave used but unearned

19  
20 Sick leave days shall be used for absences during the regularly scheduled  
21 workday to the extent of the total number of days the employee has accumulated  
22 from year to year Pay for each day of sick leave utilized shall be calculated at  
23 the employee's straight time hourly rate Sick leave pay shall be applicable to  
24 regularly scheduled workdays only As used herein "day" shall mean the normal  
25 workday of the employee

26  
27 In the event an employee has exhausted all his/her sick leave and he/she shall  
28 qualify for additional sick leave use, he/she shall be allowed to use his/her  
29 accrued vacation leave in lieu of sick leave provided that the use of such accrued  
30 sick leave must be for the same purpose(s) as are authorized for use of regularly  
31 accrued sick leave

32  
33 **13 011** Employees who are selected for summer work in their same job  
34 classification shall be able to accrue and use sick leave during such  
35 summer assignment

36  
37 **13 02 PERSONAL LEAVE** Except as otherwise provided herein an employee shall  
38 be granted up to six (6) days of accumulated sick leave from the employee's  
39 personal sick leave balance each fiscal year for personal reasons as provided  
40 herein

41  
42 **13 021** Written application for such leave shall be submitted to the supervisor,  
43 except in an emergency no less than two (2) workdays prior to the  
44 beginning of such leave

45  
46 **13 022** Each application for such leave shall reflect as the reason for the leave  
47 request the following disclaimer *The purpose for which this leave*  
48 *is taken is not a violation of the provisions of the Collective*

1 **Bargaining Agreement**

2  
3 **13 023** Personal leave shall not accumulate from year to year

4  
5 **13 024** Personal leave shall be granted subject to the following conditions

6 **13 0241** The length of such leave shall be for no less than one-half  
7 (1/2) of the employee's assigned workday unless otherwise  
8 allowed by the supervisor

9 **13 0242** No more than eight percent (8%) or one (1) whichever is  
10 greater of employees at any given worksite shall be absent  
11 on such leave at any given time provided such limitation  
12 shall be waived by the Board at its discretion without  
13 precedent. The term "worksite" as used herein shall mean  
14 the cost center to which the employee is assigned for payroll  
15 purposes

16  
17 **13 0243** Such leave shall not be granted under any of the following  
18 conditions

19 (a) activities which could result in taxable income to the  
20 employee

21 (b) to attend to Union (including any other employee  
22 organization which has represented or sought to rep-  
23 resent public employees in collective bargaining) as-  
24 sociated business

25 (c) any form of work stoppage  
26

27 **13 03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE**

28 An employee shall be entitled to injury or illness-in-line-of duty leave when it  
29 is necessary that he/she be absent from his/her duties because of illness from any  
30 contagious or infectious disease contracted in school work or personal injury  
31 received in the proper discharge of his/her duties. The term "injury" as used  
32 herein shall be defined as the result of an event which causes the employee to  
33 suffer an initial injury or a reinjury or reaggravation of an injury from which the  
34 employee had previously been granted injury-in-line-of-duty leave. The term  
35 "event" as used herein shall mean an unforeseen, unexpected, or sudden  
36 happening, the nature of which is such that the injury sustained can logically be  
37 expected to result. No deduction shall be made from sick leave for these  
38 absences. Such leave shall not exceed ten (10) days in any one fiscal year.  
39 When regular sick leave is used for line-of-duty illness or injury, the sick leave  
40 used shall be reinstated based on the pro rata value of the worker's compensation  
41 benefits received divided by the employee's regular daily rate of pay. Such leave  
42 shall be noncumulative. While on injury or illness-in-line-of-duty leave, an  
43 employee shall accrue vacation, seniority, and sick leave, and shall suffer no loss  
44 of insurance benefits, subject to Article 14 05, provided any worker's compensa-  
45 tion payments for such period shall be deducted from any salary payments. The  
46 completion of the fiscal year shall not bar an otherwise qualified employee from  
47 receiving his/her balance of unused injury or illness-in-line-of-duty leave  
48

1 **13 04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA**

2 If an employee is called for jury duty or is otherwise subpoenaed except for any  
3 action in which he/she or the Union is a party, the proper leave application shall  
4 be submitted. An employee shall receive his/her regular salary calculated at the  
5 employee's straight time. This language shall apply to summons or subpoena  
6 received by an employee's dependent minor when the circumstances make it  
7 necessary for the employee to accompany his/her minor dependent to the court  
8 proceedings.

9  
10 **13 05 PROFESSIONAL LEAVE**

11 Professional leave of absence not to exceed thirty (30) calendar days may be  
12 granted to employees, provided regular employees with at least one (1) full year  
13 of employment may be granted professional leave up to one (1) calendar year.

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

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

27  
28 **13 06 SICK LEAVE BANK**

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

36  
37 **13 07 SICK LEAVE BUY BACK**

38 The Board shall provide an employee with the option of an annual payment for  
39 sick leave days accumulated during the school year provided such payment is  
40 subject to the employee's exemplary attendance for the normal work year as  
41 reflected in the district's payroll records. An employee who is absent for more  
42 than five (5) workdays during the normal work year shall not be eligible for annual  
43 payment as provided herein. Provided that absences of approved professional  
44 leave, line-of-duty leave, jury duty leave, or vacation leave shall not adversely  
45 affect such record of exemplary attendance. Any other absences from duty shall  
46 act as a bar to the benefit provided in this paragraph. Payment for such exemplary  
47 attendance shall be calculated at eighty percent (80%) of the affected employee's  
48 normal daily rate times ten (10) days. Days for which such payment is received

1 shall be deducted from the accumulated sick leave balance Payment as  
2 provided herein shall be included in the affected employee s first regular  
3 paycheck of the following regular work year Employees whose normal work year  
4 is less than twelve (12) months shall receive payment no later than the first normal  
5 biweekly payroll in July following the end of their normal work year  
6  
7

## 8 **ARTICLE 14**

### 9 **LEAVE WITHOUT PAY**

#### 10 **14 01 LEAVE OF ABSENCE**

11  
12 Leave without pay may be granted to employees Application for such leave shall  
13 be submitted in writing on a form to be supplied by the Board with the reasons  
14 therefor to the principal or department head Such reasons may include  
15 experience which shall provide professional benefit or advancement for the  
16 employee and for incidental benefit to the school system or official Union  
17 business All such leave will be subject to final approval by the Board  
18  
19

#### 20 **14 02 MATERNITY LEAVE**

21 An employee shall be granted maternity leave without pay as provided below  
22

23 **14 021** An application for leave accompanied by a written statement from a  
24 licensed medical physician verifying the pregnancy and setting forth  
25 the estimated date of confinement shall be submitted to the supervisor  
26 no later than five (5) calendar weeks prior to estimated date of  
27 confinement if the employee plans to take maternity leave  
28

29 **14 022** Such leave if taken, shall commence on a date prior to the final  
30 estimated date of delivery of the child such to be determined by the  
31 employee  
32

33 **14 023** The length of such leave shall be no longer than the balance of the fiscal  
34 year in which the leave began Provided that in instances where the  
35 circumstances necessitate an extension of maternity leave beyond a  
36 fiscal year the length of the original leave combined with the extension  
37 shall be a total of no more than twelve (12) calendar months  
38

39 **14 024** Upon return from maternity leave the employee shall furnish a certifi  
40 cation by her physician that she is medically able to perform her duties  
41 This statement and all others furnished by the employee s physician  
42 shall be provided at the sole expense of the employee  
43

44 **14 025** An employee who has been granted maternity leave may apply for an  
45 extension of such leave for child rearing Upon approval such exten-  
46 sion shall begin immediately following the expiration of maternity leave  
47 and be for a period of time not to exceed a total of twelve (12) calendai  
48 months

1           **14 026** An employee who has fathered a child may apply for child rearing leave  
2           for a period not to exceed the balance of the school year in which the  
3           child is born and upon proper reapplication one (1) succeeding school  
4           year Such leave shall be considered personal leave without pay  
5  
6

7           **14 03 MILITARY LEAVE**

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

20          **14 031** Military leave for employees with fewer than twelve (12) months of  
21          employment shall not be granted unless the military certifies that special  
22          training is needed to maintain status and is not available during summer  
23          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

31                         Leave request and copy of the military order if possible shall be  
32                         received by the Board sixty (60) days in advance of the beginning of the  
33                         date of leave  
34

35          **14 04 EXTENDED ILLNESS**

36          An employee who shall exhaust all accumulated sick leave but who shall continue  
37          to be sick or disabled and unable to return to employment shall be granted upon  
38          application in writing to the Superintendent or designee a leave of absence without  
39          pay for a portion of or the balance of the school year Provided that when the  
40          employee's physician does not release the employee without restriction on the  
41          indicated return date the employee shall be entitled to one (1) additional leave for  
42          a portion of or the balance of the school year In instances where the employee's  
43          illness is prolonged and continuous such application shall be transmitted not later  
44          than ten (10) working days following the exhaustion of sick leave provided that the  
45          Board 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 where sick  
47          leave is exhausted the application for said leave shall be transmitted within two (2)  
48          working days after the affected employee returns to work

1 The Board shall continue to grant full insurance benefits to such employees for a  
2 period of sixty (60) calendar days, provided that an additional twenty five (25)  
3 calendar days be granted to such employees who are disabled because of injuries  
4 received while in the performance of work assigned by the Board  
5

6 If such employee shall continue to be sick or disabled he/she may apply for one  
7 (1) additional year of leave without pay by filing a request for the same in writing to  
8 the Superintendent or designee no later than April 1  
9

#### 10 **14 05 CONTINUATION OF BENEFITS**

11 An employee who shall be granted unpaid leave of absence shall, during the period  
12 of such leave accrue no other benefits (except seniority where applicable) and with  
13 the approval of the insurance carrier such employee may continue benefits by  
14 paying all of the required premiums on a timely basis as prescribed by the Board  
15 An employee on unpaid leave due to illness or injury shall receive holiday pay for  
16 any holiday prescribed under Article 16 of this Agreement if such holiday occurs  
17 during the first thirty (30) calendar days of the unpaid leave provided that in no  
18 instance shall such holiday pay be granted for more than two (2) such holidays  
19

#### 20 **14 06 REEMPLOYMENT RIGHTS**

21 At the expiration of approved unpaid leave or an approved paid leave the  
22 employee shall have the right to return to employment with the Board in the same  
23 job classification or a job of equal compensation provided that the employee has  
24 fulfilled the conditions of the leave An employee granted unpaid leave for an  
25 injury received while in the performance of his/her duties as assigned by the  
26 Board shall have the right to return to employment with the Board in the same job  
27 classification at the same work location or if the position has been eliminated a  
28 job of equal compensation provided that the employee is physically able to  
29 perform the work Upon request of the Union Representative the Director of  
30 Labor Relations will consider a request to return to work on light duty status and  
31 issue a decision on the request  
32

## 33 **ARTICLE 15**

### 34 **VACATIONS**

35  
36  
37 **15 01** Employees shall be entitled to vacation time during which they shall be paid their  
38 regular straight time hourly rate times the number of hours in their normal  
39 workday Vacation earned in a given payroll period shall be taken only during  
40 payroll period following the payroll period in which such vacation was earned  
41

42 **15 02** Such employees shall be entitled to vacation time according to the following  
43 schedule  
44

45 **15 021** Continuous service of not more than five (5) years one day for each  
46 full month of employment not to exceed twelve (12) days  
47  
48



1 15 06 The Board and Union agree to form a committee of equal representation  
2 appointed by the parties to study issues related to the accrual of vacation leave  
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 following  
10 Thanksgiving Day, the day preceding Christmas Day, Christmas Day the day  
11 following Christmas Day New Years Day Martin Luther King, Jr Day  
12 (January 20 1997), Memorial Day, and March 28 1997  
13

14 16 011 An employee shall qualify for holiday pay subject to the following  
15 conditions  
16

- 17 a The holiday occurs during the employee's prescribed work  
18 year  
19 b An employee who is suspended without pay and such  
20 suspension covers a paid holiday shall not receive holiday  
21 pay for such date  
22

23 16 02 If a holiday listed above shall fall on a Saturday or Sunday an alternate date for  
24 observance of the same shall be designated by the Superintendent, provided  
25 such shall be within five (5) calendar days of the actual holiday  
26

27 16 03 An employee who is not regularly assigned to work on a scheduled payday  
28 shall be paid on his/her last regularly scheduled workday immediately  
29 preceding the scheduled payday. Provided that this section shall not apply  
30 should such last regularly scheduled workday fall more than one (1) workday  
31 prior to the scheduled payday  
32

## 33 ARTICLE 17

### 34 TERMINAL PAY

35  
36  
37 17 01 A person employed by the Board the previous fiscal year shall receive terminal  
38 pay at the time of normal retirement, or payment made to the beneficiary if  
39 service is terminated by death upon authorization of the Board. However such  
40 terminal pay shall not exceed an amount as shown below  
41

42 17 011 During the first three (3) years of service the daily rate of pay multiplied  
43 by thirty-five percent (35%) times the number of days of accumulated  
44 sick leave  
45

46 17 012 During the next three (3) years of service the daily rate of pay multiplied  
47 by forty percent (40%) times the number of days of accumulated sick  
48 leave

1           **17 013**   During the next three (3) years of service the daily rate of pay multiplied  
2                   by forty five percent (45%) times the number of days of accumulated  
3                   sick leave

4  
5           **17 014**   During the next three (3) years of service the daily rate of pay multiplied  
6                   by fifty percent (50%) times the number of days of accumulated sick  
7                   leave

8  
9           **17 015**   During and after the thirteenth (13th) year of distinct service the daily  
10                  rate of pay multiplied by one hundred percent (100%) times the number  
11                  of days of accumulated sick leave

12  
13          **17 016**   Payments for terminal pay as prescribed above shall be allowed at the  
14                  retiree's option as follows

15  
16                  Option One   payment in one lump sum

17                  Option Two   payment in January of the year following retirement

18  
19                  The times of such payment shall normally be on the last monthly  
20                  paydate on which the retiree would have been paid had he/she  
21                  continued as a regular employee

22  
23                  In the event Option Two is found not to be in compliance with  
24                  regulations of the Internal Revenue Service it shall become void and  
25                  any employee so paid shall be solely liable for any payment deemed  
26                  necessary to the Internal Revenue Service

27  
28  
29          **17 02**   All accrued vacation pay shall be paid at the time of termination for whatever  
30                  cause including layoffs provided that such payment shall be limited to thirty five  
31                  (35) days of accrued vacation leave Except as provided in Article 15 025 of this  
32                  Agreement employees recalled from layoff within the first six (6) successive  
33                  months shall be credited with all accrued vacation leave not paid for at time of  
34                  layoff

35  
36          **17 03**   In the event the Superintendent should decide to offer a Retirement Incentive  
37                  Program to employees there shall be formed a distinct committee for the purpose  
38                  of developing a report to the Superintendent regarding a District Retirement  
39                  Incentive Plan The composition of such committee shall be Three (3) appointed  
40                  by the Brevard Federation of Teachers three (3) appointed by Local 1010 three  
41                  (3) administrators appointed by the Superintendent and three (3) other non unit  
42                  classified employees appointed by the Superintendent

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## ARTICLE 18

### PENSION FUND

- 18 01 The Board shall contribute to the Florida Retirement System for the benefit of each employee all monies as shall be required by law

## ARTICLE 19

### LIFE INSURANCE

- 19 01 The Board shall provide to each employee without cost to the employee group term life insurance in an amount equal to the annual salary of the employee as reflected in the salary schedule of this Agreement. Such amount to be computed to the nearest one thousand dollars (\$1,000). Each employee may, at his/her own cost, purchase a maximum amount equal to four (4) times his/her salary by giving written authorization for payroll deductions thereof as prescribed by the Board. The amount that such insurance coverage can be increased in any one insurance year shall be limited to one (1) time the annual salary of the employee.

## ARTICLE 20

### HOSPITAL AND MEDICAL INSURANCE

- 20 01 The parties agree that hospital and medical benefits and options shall be made available for employees to select under the district flexible compensation plan. A document containing information on insurance and other benefits shall be distributed to the employees no later than three (3) weeks prior to the re-enrollment deadline. Specific rates are shown for informational purposes in the Appendix of this Agreement. Effective January 1, 1997, the Board agrees to contribute to the district flexible compensation plan \$166.00 per month for employees electing a Health Maintenance Organization (HMO) option or \$227.00 per month for employees electing the Preferred Provider Organization (PPO) option. Effective January 1, 1997, an employee who exercises his/her option to opt out of the district flexible compensation plan shall receive the amount of \$657.00 (\$54.75 per month). In addition, the Board shall provide the following benefits:

- 1 A vision insurance plan which covers each individual employee at no cost to the employee. Such plan shall include the option of dependent coverage which each employee may choose to take as part of his/her flex dollar expenditure.
- 2 Dental insurance option(s) which each employee may choose to take as part of his/her flex dollar expenditure. Such plan shall include both single and dependent coverage.

1           3       The Union shall be invited to submit to the Board written recommenda-  
2                    tions as to the content of bid specifications for the district hospitaliza-  
3                    tion/medical options and benefit plan as provided herein. The Union  
4                    shall be provided a copy of such final bid specifications prior to such  
5                    being recommended to the School Board for approval  
6

7   **20 02** The Board shall continue to provide employees at the time of normal  
8           retirement the option of participation in the Board's medical insurance  
9           program which is provided for regular employees of the Board  
10

## 11                                   **ARTICLE 21** 12                                   **SAFETY AND HEALTH PROVISIONS**

13  
14   **21 01** Any employee who is required to undergo a medical examination as a condition  
15           of continued employment shall at the Board's expense and on his/her own time,  
16           promptly submit himself/herself for an examination by a licensed physician of the  
17           Board's own choice. Upon failure to comply with such a request within a  
18           reasonable time the employee may be terminated or otherwise disciplined  
19

20   **21 02** Safety complaints of hazardous conditions shall be promptly reported by the  
21           employee to his/her immediate supervisor and promptly thereafter to the job  
22           steward  
23

24   **21 03** The Board and the Union shall establish a three-tier safety and loss control  
25           committee to review all alleged safety complaints and/or hazardous conditions.  
26           The tiers shall include active committees at each location with more than fifteen  
27           (15) employees at each area and on a districtwide level. Each committee shall  
28           include equal representation from the Union and the Board and shall meet no less  
29           than once each three (3) calendar months  
30

31   **21 04** The committees mentioned in 21 03 shall review all safety complaints and/or  
32           hazardous conditions within five (5) working days after being referred by the  
33           appropriate complainant or committee and such matter has not been corrected.  
34           All complaints shall be submitted on a standardized form. The first tier committee  
35           shall endorse such comments as it deems appropriate on this form. The form  
36           shall then follow the complaint through the review process provided in the  
37           Agreement  
38

39   **21 05** The districtwide committee shall have responsibility for making recommenda-  
40           tions for new or revised safety regulations and/or inspection procedures to the  
41           Board  
42

43   **21 06** No employee shall be discharged for failure to work in an unsafe or hazardous  
44           situation where there is an imminent danger to the employee's health and such  
45           is currently under review by the appropriate safety committee, if such committee  
46           exists. Any employee suspended for failure to work in such an imminent danger  
47           situation shall receive full compensation for the suspension if the committee  
48           determines that situation was imminent danger to the employee



1 no later than January 1 each year This provision shall not be construed so  
2 as to restrict the Union's right to alter the list as the need arises

## 3 **ARTICLE 23**

### 4 **GENERAL SAVINGS**

5  
6  
7 **23 01** If any provisions of this Agreement be declared illegal by a court of competent  
8 jurisdiction then that provision shall be deleted from this Agreement to the extent  
9 that it violates the law The remaining provisions of this Agreement shall remain  
10 in full force and effect to the extent they may be implemented without the deleted  
11 items By mutual agreement the subject matter affected by such declaration of  
12 illegality may be renegotiated at any time however if this Agreement shall be in  
13 effect for at least twelve (12) calendar months following such declaration of  
14 illegality the parties shall renegotiate the affected provisions such negotiations  
15 to commence within thirty (30) working days and to continue for sixty (60)  
16 calendar days or until agreement can be reached thereon whichever shall be the  
17 sooner Any such renegotiation shall not be subject to any of the impasse  
18 provisions of Chapter 447 Sections 447 403 and 447 409 of the Florida  
19 Statutes

20 **23 02** The Superintendent shall fulfill his/her obligations as provided for in Chapter 447  
21 Section 447 309 of the Florida Statutes

## 22 **ARTICLE 24**

### 23 **SUBCONTRACTING**

24  
25  
26  
27 **24 01** Maintenance and/or capital outlay work shall be subcontracted only when it is  
28 more economical and/or practical to do so

## 29 **ARTICLE 25**

### 30 **INDIVIDUAL AGREEMENT**

31  
32  
33 **25 01** The Board agrees not to enter into any agreement with any employee or group  
34 of employees which conflicts with any provision of this Agreement

35  
36 **25 02** The Board shall not assign non unit employees including supervisors and/or  
37 managers to perform the work of employees except as the needs of the school  
38 district clearly require

## 39 **ARTICLE 26**

### 40 **REST AND LUNCH**

41  
42  
43 **26 01** Employees who are assigned to be present at the worksite for continuous time  
44 as shown below shall be scheduled to the daily break(s) indicated Continuous  
45 time is time spent at the worksite not including unpaid breaks

1 **ASSIGNED TO BE PRESENT**

**BREAKS**

2 Less than 4 hours

None

3 4 hours

One 10 minute paid rest

4 More than 4 but less than 6 hours

One 10 minute paid rest

5 6 hours

One 10 minute paid rest

6 More than 6 hours

One 30 minute unpaid meal

Two 10 minute paid rests

One 30 minute unpaid meal

7  
8  
9 This rest and lunch provision shall not be applicable to bus drivers nor bus  
10 attendants who work less than seven (7) continuous hours  
11

12 **ARTICLE 27**

13 **CLOTHING**

14  
15  
16 **27 01** Each employee shall report to work attired in clothing appropriate to his/her work  
17 responsibility. Designated employees shall wear clothes similar in color and type.  
18 Each employee shall be responsible for wearing shoes of a type designated as  
19 appropriate to health and safety aspects of his/her work. If other special clothes  
20 shall be required, the Board shall provide such special clothes or provide an  
21 allowance to the employee to purchase such clothes at intervals equal to the  
22 normal life of such clothes, provided an employee granted such allowance or  
23 clothes who terminates employment may be requested to reimburse the district  
24 pro rata or return the clothes if originally provided by the Board.

25 **27 02** The Board agrees to form committees from among affected employees for the  
26 purpose of reviewing the specifications and sample uniforms and making  
27 recommendations regarding the selection of such uniforms to be provided by the  
28 Board for specified employee job classifications and/or departments. The  
29 committees shall be composed of four (4) affected employees and two (2)  
30 supervisors. The Union shall be invited to submit the names of two (2) of the four  
31 (4) affected employees who will be placed on each committee.

32  
33 Nothing contained herein shall be construed so as to require the Board to provide  
34 uniforms for any group of employees nor to require a change in any existing  
35 uniforms which employees are required to wear.

36 **27 03** When the Board determines that it is necessary for a bus driver and/or a bus  
37 attendant to purchase his/her uniform, the Board shall reimburse such employee  
38 the cost of such purchase not to exceed the cost of the uniform(s) provided to  
39 other bus drivers/attendants. Necessary documentation for the cost of such  
40 purchase shall be provided by the employee prior to such reimbursement.

41  
42 **ARTICLE 28**

43 **OVERTIME**

44  
45  
46 **28 01** One and one half (1 1/2) times the employee's regular rate shall be paid for  
47 overtime work under either of the following conditions  
48



1 one half (27 1/2) hours of pay for each full five (5) day week of work if  
2 a regular driver or bus attendant shall request in writing the opportunity  
3 to work less than the above mentioned applicable thirty (30) hours or  
4 twenty seven and one half (27 1/2) hours per week during a specific  
5 school year or a portion thereof and the Board shall agree to such  
6 reduced workweek, the terms "thirty (30)" and "twenty seven and one-  
7 half (27 1/2)" as used in this section shall be reduced with respect to  
8 such driver or attendant for such number of hours as are agreed upon  
9 between the driver or attendant and the Board. A copy of such  
10 adjustment shall be forwarded to the Union as soon as practicable.

11 Regular bus drivers and regular bus attendants shall accumulate these  
12 thirty (30) hours and twenty seven and one-half (27 1/2) hours respec-  
13 tively in each full five (5) day workweek but not including Saturday and  
14 Sunday or after 5:30 p.m.

15  
16 **29 013** The bumping procedure as provided in Article 10 of this Agreement  
17 shall only be applied to bus drivers and/or bus attendants when all of  
18 the conditions below are met:

19  
20 a Reduction of hours for regular bus drivers when such  
21 reduction affects hours above thirty (30) hours in one week and  
22 such reduction is for more than sixty (60) minutes per  
23 normal workday.

24 b Reduction of hours for regular bus attendants when such  
25 reduction affects hours above twenty seven and one half  
26 (27 1/2) in one week and such reduction is more than sixty (60)  
27 minutes per normal workday.

28  
29 Neither thirty (30) hours of pay nor twenty seven and one-half (27 1/2)  
30 hours of pay as used herein shall be construed so as to obligate the  
31 Board to make such payment in the event a bus driver or bus attendant  
32 is unwilling to perform the thirty (30) hours of work or the twenty seven  
33 and one-half (27 1/2) hours of work if such hours are assigned by the  
34 Board.

35  
36 **29 014** Standby drivers are substitute employees who may be called to assist  
37 in driving routes or other departmental work on an as-needed basis.  
38 Standby drivers shall be given a copy of this Agreement at the start of  
39 their training.

40 **29 015** A standby field trip assignment log (such as TR 24 revised) will be  
41 posted on the bulletin board. At the end of each month the log will be  
42 updated. Standby drivers only will be listed on this log. A copy of the  
43 field trip assignment log as provided herein shall be made available to  
44 the Union steward concurrent with such posting.

45  
46 **29 016** In determining the hours assigned to a bus driver, hours shall include  
47 no less than thirty (30) minutes for completing required duties other  
48 than driving duties. Such thirty (30) minutes shall be outside of the time

- 1 the driver normally departs and returns to the compound at the end of  
2 his/her normal full driving day
- 3
- 4 **29 02** Reasonable effort shall be made to spread work opportunities for field trips  
5 equitably among all appropriate bus drivers. The Board shall post a monthly  
6 current field trip assignment log in the area assigned to bus drivers in each bus  
7 compound. The log shall list regular drivers, field trip assignments and shall be  
8 upon request reviewed quarterly by the Union steward and Area Supervisor. The  
9 following procedure shall be utilized for field trip assignments
- 10 **29 021** A regular bus driver is normally expected to be available for field trip  
11 assignments. A driver who does not wish to drive field trips may submit  
12 such request on the proper form and he/she will not be required, except  
13 in an emergency, to accept a field trip assignment. Drivers who become  
14 regular drivers after the beginning of the school year shall be required  
15 to drive field trips and shall not have the option described above.
- 16 **29 022** A driver shall not have the right to place any restrictions or conditions  
17 on his/her acceptance of field trip assignments.
- 18 **29 023** A regular driver shall not have the right to be reassigned a field trip when  
19 he/she is assigned to drive a regular school day assigned route.
- 20 **29 024** At the beginning of the month, the driver with the least number of field  
21 trip hours would be at the top of the log and the driver with the most  
22 would be at the bottom. Drivers would typically be contacted in  
23 sequence from top to bottom as trips become available.
- 24 **29 025** Exceptions to the procedure as outlined above will be made at the  
25 discretion of the Area Coordinator when the needs of the school district  
26 can be best met by making these exceptions.
- 27 **29 026** The spreading of opportunities for field trips will be accomplished over  
28 a substantial period of time, but within each normal work year.
- 29 **29 027** The assignment of drivers to drive under the SCATS program shall be  
30 at the Board's discretion, provided that the making of such assignments  
31 shall cause no violation of the procedures as described herein for field  
32 trip assignments.
- 33 **29 028** A listing of field trips shall be posted weekly in each compound showing  
34 starting point, destination, time and assigned driver. Provided that such  
35 posting reflects field trip status at the time of posting and does not  
36 require daily update.
- 37
- 38 **29 03** A bus driver who completes ninety (90) calendar days of service as a regular  
39 employee and who was required by the Board to complete a bus driver's pre-  
40 employment training course as a condition of employment shall become eligible  
41 for pay up to forty (40) hours of time spent in such training course at his/her regular  
42 pay rate. Such time shall not be counted in any overtime calculations.
- 43  
44  
45  
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47  
48

1 Provided that a bus driver shall only be eligible to receive training course  
2 payment(s) when the requirements as described herein for such payment are  
3 fully met  
4

- 5 **29 04** Prior to the assignments of routes each normal school year routes by adminis-  
6 trative area of the district shall be posted in each bus compound. Whenever such  
7 information is known at the time of posting the following shall be included: out-  
8 in time, bus number, and school(s) served. Such information is subject to change  
9 as the needs of the district require. A driver may, at his/her option, apply for any  
10 such posted routes. The assigning of a route shall be done on the basis of  
11 seniority with the most senior driver being selected from the list of applicants.  
12 Drivers on leave or who are otherwise not physically present during the period of  
13 route posting and selection shall not be allowed to participate in the selection  
14 process. The route selection process shall only apply to route assignments at the  
15 beginning of the normal school year. Drivers who are assigned routes using the  
16 process described in this paragraph shall not be reassigned to a different bus  
17 route except with the affected driver's agreement or for nonarbitrary reasons. In  
18 the event a driver is reassigned as provided herein, he/she shall be reassigned  
19 to the route driven by the least senior driver in the administrative area.  
20

## 21 **ARTICLE 30**

### 22 **EMPLOYEE RIGHTS**

- 23  
24  
25 **30 01** All reports and forms required by the Board to be completed shall be completed  
26 on paid time.  
27  
28 **30 02** Each employee shall have the right to inspect his/her permanent file(s). Such  
29 examination shall be done during normal business hours pursuant to an appoint-  
30 ment made for such purposes, provided that the appropriate administrator may  
31 waive the need for an appointment. The employee may be accompanied by a  
32 representative of his/her choice, and a representative of the Board may also be  
33 present during such review. The employee shall not permanently remove any  
34 item from his/her file, but shall be allowed copies of such at cost. This section shall  
35 not be applicable to recommendations or appraisals from other employers, or  
36 other such references.  
37  
38 **30 021** When any complaint, reprimand, or other such evaluative material is  
39 added, deleted, or changed in an employee's permanent file(s), a copy  
40 of the same shall be made available to the employee, who shall  
41 acknowledge receipt of the same. If any employee is required to sign  
42 any such material within his/her file, such signature shall designate  
43 receipt only and not agreement.  
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**30 0211** If the Board chooses not to investigate a complaint no copy or record shall be placed in the employee's personnel or department file Uninvestigated complaints shall not be used as a basis for any reprimand other disciplinary action, or evaluation

**30 022** All employees shall have the right to comment responsively without censorship on all such evaluative material and said comments shall be included in their official records Any such response must be submitted within fifteen (15) work days after such material is provided to the employee Such response shall be attached to file copies of such evaluative material to which the response is directed Material shall be released outside of the Board as required by law and as the interests of the Board and/or the employee clearly require If released the employee shall be advised of the same to the extent permitted by law

**30 023** An employee shall be entitled to have present a representative when being officially reprimanded or disciplined No reprimand or 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

**30 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

**30 04** Classified employees shall be afforded the following

**30 041** 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

**30 042** 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

1           **30 043** If any employee is sued in a tort action as a result of any action taken  
2 by the employee in the proper exercise of his/her responsibilities,  
3 the Board will provide for the defense thereof  
4

5           **30 044** Employees shall be provided the opportunity to participate in the  
6 financial information seminars each year as provided other employees  
7 Such participation shall not require any interference with the employee's  
8 work assignment  
9

10          **30 05** No employee shall be required to perform non-emergency health care proce-  
11 dures or administer prescription medication until he/she is instructed by his/her  
12 immediate supervisor or designee as to such procedures  
13

### **ARTICLE 31**

#### **INSERVICE TRAINING**

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18          **31 01** All employees required by the Board to participate in any training and/or health  
19 and safety program shall be compensated at their regular rate of pay for the length  
20 of the program(s) Employees absent from the program(s) shall not be compen-  
21 sated for those hours unless assigned elsewhere by their immediate supervisor  
22

### **ARTICLE 32**

#### **EQUAL PAY PROVISION**

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27          **32 01** Any employee required to work temporarily outside of his/her classification for  
28 more than five (5) workdays in a payroll period shall receive the higher rate of pay  
29 for the entire period of the temporary assignment Such additional compensation  
30 shall be paid as promptly as payroll procedures shall reasonably permit  
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## ARTICLE 33

### WAGE AND SALARY SCHEDULE

33 01 Effective July 1, 1996, the Board agrees to implement the following classified wage and salary schedule

#### 1996-97 WAGE AND SALARY SCHEDULE

GRADE	ENTRY	0 YRS	1 YRS	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	L 1	L-2	L-3
15	6.80	6.90	7.20	7.20	7.60	7.60	7.73	7.95	7.95	8.08	9.35	9.50	9.78
16	7.00	7.10	7.40	7.40	7.80	7.80	7.93	8.15	8.15	8.28	9.65	9.80	10.08
17	7.25	7.35	7.65	7.65	8.05	8.05	8.18	8.45	8.45	8.58	9.95	10.10	10.38
18	7.50	7.60	7.90	7.90	8.50	8.50	8.63	8.75	8.75	8.88	10.25	10.40	10.68
19	7.80	7.90	8.20	8.20	8.60	8.60	8.73	9.20	9.20	9.33	10.65	10.80	11.08
20	7.95	8.05	8.35	8.35	8.95	8.95	9.08	9.45	9.45	9.58	10.95	11.10	11.38
21	8.30	8.40	8.70	8.70	9.10	9.10	9.23	9.60	9.60	9.73	11.35	11.50	11.78
22	8.55	8.65	8.95	8.95	9.45	9.45	9.58	9.90	9.90	10.03	11.75	11.90	12.18
23	8.75	8.85	9.15	9.15	9.80	9.80	9.93	10.25	10.25	10.38	12.15	12.30	12.58
24	9.15	9.25	9.55	9.55	10.10	10.10	10.23	10.65	10.65	10.78	12.55	12.70	12.98
25	9.45	9.55	9.85	9.85	10.40	10.40	10.53	10.95	10.95	11.08	13.05	13.20	13.48
26	9.85	9.95	10.25	10.25	10.75	10.75	10.88	11.35	11.35	11.48	13.50	13.65	13.93
27	10.15	10.25	10.55	10.55	11.15	11.15	11.28	11.70	11.70	11.83	13.90	14.05	14.33
28	10.50	10.60	10.90	10.90	11.45	11.45	11.58	12.05	12.05	12.18	14.50	14.65	14.93
29	10.90	11.00	11.30	11.30	11.90	11.90	12.03	12.50	12.50	12.63	15.00	15.15	15.43
30	11.30	11.40	11.70	11.70	12.30	12.30	12.43	12.90	12.90	13.03	15.50	15.65	15.93

\*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 nine (9) or more years of creditable service for pay purposes will be paid at L 1 level

Longevity 2 Employees with eleven (11) or more years of creditable service for pay purposes will be paid at L 2 level

Longevity 3 Employees with fifteen (15) or more years of creditable service for pay purposes will be paid at L 3 level

33 02 Movement of employees on the Wage and Salary Schedule is accomplished only through negotiations between the Union and the Board

The amount of pay received by a probationary employee (entry) shall be ten cents ( 10) per hour less than the minimum paid to nonprobationary employees

1 One (1) year of creditable service for pay purposes shall be earned by an  
2 employee who works no less than one (1) day more than fifty percent (50%) of  
3 his/her normal work year  
4

5 **33 03** Employees who volunteer for assignments which generate funds, e.g. athletic  
6 events and dances shall be compensated at the rate of \$8.50 per hour. Time  
7 spent at such assignment is not subject to the overtime provisions of this  
8 Agreement  
9

10 **33 04** An employee whose normal work assignment is designed for him/her to regularly  
11 report to his/her worksite between 10 P.M. and 3:30 A.M. shall receive a shift  
12 premium of thirty cents (.30) per hour. Shift premium shall not apply to special  
13 or temporary assignments such as, but not limited to, field trips for bus drivers  
14 work performed at school functions, and other assignments not normally part of  
15 the employee's regular workday  
16

17 **33 05** Effective the 1993-94 school year, all current food service workers shall be paid  
18 on the existing salary schedule and all food service workers hired on or after July  
19 1, 1993, shall be paid at the rate of six dollars (\$6.00) per hour and those whose  
20 normal workday is four (4) hours or less shall not receive Board-paid fringe  
21 benefits, e.g., medical insurance, life insurance, and the like. Changes in wages  
22 and/or benefits shall only be changed through negotiations  
23

## 24 **ARTICLE 34**

### 25 **EFFECT AND DURATION OF AGREEMENT**

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28 **34 01** The parties acknowledge that during negotiations which resulted in this Agree-  
29 ment, each had the unlimited right and opportunity to make demands and  
30 proposals with respect to any subject or matter not removed by law in the area  
31 of collective bargaining, and that the understandings and agreements arrived at  
32 by the parties after the exercise of that right and opportunity are set forth in this  
33 Agreement  
34

35 **34 02** This Agreement shall be effective on the date of execution except that Article 33  
36 shall be effective according to its terms  
37

38 **34 03** This Agreement shall remain in full force and effect until midnight June 30, 1997  
39 and shall be automatically extended from month to month unless either party shall  
40 give notice to the other in writing of its desire to terminate, in which case the  
41 Agreement shall terminate in thirty (30) calendar days. Such extension of the  
42 Agreement shall not imply any obligation on the part of the Board to advance an  
43 employee from one level to another on the salary schedule  
44

45 **34 04** This Agreement shall be reopened for negotiations no later than May 1, 1997  
46 except by mutual agreement between the parties. During such reopeners  
47 negotiations shall be limited to wages, benefits, and three (3) other Articles of  
48 each party's choosing

## APPENDIX

### Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board

#### Blue Cross/Blue Shield Preferred Provider Organization (PPO)

Deductibles and stop loss levels will be as follows for the twelve (12) month period from January 1 1997 through December 31 1997

Deductible		Stop Loss	
80/20 (PPO In Network)		Individual	\$1 500 (In Network)
60/40 (PPO Out of Network)		Family	\$3 000 (In Network)
Individual	\$400	Individual	\$2 000 (Out of Network)
Family	\$800	Family	\$4 000 (Out of Network)

During the plan year January 1 1997 through December 31 1997 only expenses incurred in the plan year will be allowed to count toward the deductible for that plan year

PPO-Plan Co-payment \$10 00 for each in Network nonsurgical office visit  
Outpatient surgery covered the same as if surgery was performed as an inpatient

The following additional benefits will continue to be effective January 1 1997

- A. One annual cancer screening to include Mammogram PAP smear colorectal prostate blood test for ovarian cancer as applicable Such annual tests shall be covered at 100% after \$10 00 co-payment per doctor visit In Network
- B. Prescription drugs, limited to a thirty (30) day supply paid at 100% at participating pharmacies after \$5 00 co-payment for generic and \$10 00 co-payment for brand name drugs The above co-payments will be applied to each prescription and each refill
- C. Mail order service for long-term maintenance prescription drugs an \$8 00 co-payment for brand names will be required

1 **MONTHLY RATES FOR BLUE CROSS/BLUE SHIELD PPO**

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3	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
4	Employee \$260 00	\$227 00	\$33 00
5	Employee /Spouse \$520 00	\$227 00	\$293 00
6	Employee/Children \$385 00	\$227 00	\$158 00
7	Employee/Other \$645 00	\$227 00	\$418 00

8

9 **Aetna and Prudential Health Maintenance Organizations (HMO)**

10

11 Monthly rates for the period January 1, 1997 through December 31, 1997

12

13	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
14	Employee \$166 00	\$166 00	0
15	Employee/Spouse \$331 00	\$166 00	\$165 00
16	Employee/Children \$247 00	\$166 00	\$81 00
17	Employee/Other \$402 00	\$166 00	\$236 00

18

19

20 Co-payment for each participating doctor office visit - \$10 00

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22 Prescription drugs, limited to a thirty (30) day supply paid at 100% at  
23 participating pharmacies after \$5 00 co-payment for generic and \$10 00 co-  
24 payment for brand name drugs The above co-payments will be applied to  
25 each prescription and each refill

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27 Mail order service for long term maintenance prescription drugs is available  
28 with the above co-payments required

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30 Employees must elect a primary physician to provide primary care and to  
31 direct covered persons to other specialists

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 4th day of September 1996, to be effective as stated herein

**THE SCHOOL BOARD OF BREVARD COUNTY**

By William L. Lowell  
Vice Chairman

MBS

Attest D. E. Sawyer  
Superintendent of Schools

**LOCAL 1010, INTERNATIONAL BROTHERHOOD OF PAINTERS  
AND ALLIED TRADES, AFL-CIO**

By Dee E. [Signature]  
Business Manager/Chief Negotiator

Attest Michael D. Rice  
Special Representative

#### NON DISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to students to participate in appropriate programs and activities without regard to race, color, religion, national origin, sex, disability, marital status, or age, except as otherwise provided by Florida State Law.

A student having a grievance concerning discrimination may contact:

Dr. Daniel T. Scheuerer Equity Coordinator Deputy Superintendent	or	Ms. Marjorie Eberbach Director, Secondary Education Office of School Operations	School Board of Brevard County 700 Judge Fran Jamieson Way Viera, Florida 32940-6699 (407) 631-1911
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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:

Mr. Leroy A. Berry Assistant Superintendent Human Resources Services	or	Ms. Ann Marie Brush Director, Human Resources Services and Labor Relations	School Board of Brevard County 2700 Judge Fran Jamieson Way Viera, Florida 32940-6699 (407) 631-1911
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6/96

**SCHOOL BOARD OF BREVARD COUNTY**  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
Telephone (407) 631-1911

**LOCAL UNION 1010, IBPAT**  
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