

820844

AGREEMENT

between the

**SCHOOL BOARD OF
BREVARD COUNTY**



and the

**INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES**

LOCAL 1010



*(classified unit)
2,600
workers*

2001-2002

X-6/30/02

54 pages

4/24/02

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

		Page(s)
Article 1	Recognition	1-9
Article 2	Dues Checkoff	9-10
Article 3	Responsibility	10-11
Article 4	Nondiscrimination	11
Article 5	Communications	11-12
Article 6	Promotions	12-13
Article 7	Transfer Procedure	13-14
Article 8	Union Rights	14-16
Article 9	Seniority	16
Article 10	Layoffs	16-18
Article 11	Termination of Employment	18-20
Article 12	Grievance Procedure	20-22
Article 13	Leave With Pay	22-26
Article 14	Leave Without Pay	26-28
Article 15	Vacations	30
Article 16	Holidays	30
Article 17	Terminal Pay	30-31
Article 18	Pension Fund	31
Article 19	Employee Benefits	32-33
Article 20	Safety and Health Provisions	33-34
Article 21	Stewards' Rights	34-35
Article 22	General Savings	35
Article 23	Subcontracting	35
Article 24	Individual Agreement	35
Article 25	Rest and Lunch	36
Article 26	Clothing	36-37
Article 27	Overtime	37-38
Article 28	Bus Drivers	38-41
Article 29	Employee Rights	41-42
Article 30	Inservice Training	42
Article 31	Equal Pay Provision	43
Article 32	Wage and Salary Schedule	43-45
Article 33	Professional/Technical	
	Wage and Salary Schedule	46-50
Article 34	Effect and Duration of Agreement	50-51
	Appendix	51
	Execution of Agreement	52

ARTICLE I
RECOGNITION

1.01 The School Board of Brevard County (hereinafter "Board") hereby recognizes Local 1010, International Union of Painters and Allied Trades, AFL-CIO (hereinafter "Union") as the exclusive bargaining representative for all professional/technical classified employees listed in Section 1 02

1.02 Classification Title	Type	Pay Grade
<u>CLERICAL AND RELATED</u>		
Auditory Screening Assistant	Classified	17
Clerk Typist	Classified	16
Copy Center Clerk	Classified	16
Copy Center Specialist	Classified	18
Customer Service Representative	Hourly	FF
Data Control Specialist	Hourly	HH
Even Start Program Teacher Assistant I ²	Classified	16
Even Start Program Teacher Assistant II ²	Classified	17
Grant Coordinator	Classified	27
Educational Interpreter - Level 1 ²	Classified	18
Educational Interpreter - Level 2 ²	Classified	20
Educational Interpreter - Level 3 ²	Classified	22
Hearing Assistant	Classified	16
Home Program Specialist ²	Classified	18
Instructional Assistant ²	Classified	18
Instructional Assistant II - Magnet School Lab	Classified	18
Learning Lab Assistant 1 (Adult Ed)	Classified	16
Library Clerk	Classified	17
Literary Outreach Teacher Assistant II	Classified	17
Mail Services Clerk	Classified	16
Management Training Institute Technical Assistant	Hourly	MM
Mental Health Technician ²	Classified	22
Paramedia Specialist	Classified	22
Personnel Records Clerk 1	Hourly	AA
Physical/Occupational Therapist Assistant ²	Classified	30
Preprofessional ²	Classified	17
Receptionist Educational Services Facility	Classified	16
School Data Clerk	Classified	17
School Office Clerk (Adult Ed)	Classified	17
School Office Clerk	Classified	17
Administrative Secretary	Hourly	FF
Secretary	Classified	18
Switchboard Operator	Classified	16
Teacher Assistant I ²	Classified	16
Teacher Assistant I - Infant Day Care /ETP ²	Classified	16
Teacher Assistant I (P E) ²	Classified	16
Teacher Assistant I - Florida First Start/Parent Educator ²	Classified	16

	Classification Title	Type	Pay Grade
1	Teacher Assistant I - Pre-K ²	Classified	16
2	Teacher Assistant I - Exceptional Ed ²	Classified	16
3	Teacher Assistant I - Exceptional Ed - Pre-School ²	Classified	16
4	Teacher Assistant I - Ex Ed Emotionally Handicapped ²	Classified	16
5			
6	Teacher Assistant I - Ex Ed Profoundly Handicapped ²	Classified	16
7	Teacher Assistant I - Disadvantaged ²	Classified	16
8	Teacher Assistant I - Special Assignment ²	Classified	16
9	Teacher Assistant I - School Age Child Care ²	Classified	16
10	Teacher Assistant - Technology Support ²	Classified	17
11	Teacher Assistant II ²	Classified	17
12	Teacher Assistant II - Early Head Start Infant/Toddler ETP	Classified	18
13	Teacher Assistant II - Exceptional Ed ²	Classified	17
14	Teacher Assistant II - Infant Day Care/ETP ²	Classified	17
15	Title I - Neglected/Delinquent Centers Data		
16	Specialist/Instructional Asst II	Classified	19
17	Title I Parent Education Assistant II ²	Classified	18
18	Title I (Migrant) Home School Liason Assistant I ²	Classified	16
19	Title I Instructional Assistant II ²	Classified	18
20	Tutorial Program Specialist	Classified	20
21	Vision Screening Specialist	Classified	17
22	Word Processing Specialist	Classified	18
23			
24	<u>COMPUTER/TECHNICAL</u>		
25	Analyst - Technology Support	Salaried	N
26	Auditorium Technical Manager	Salaried	B
27	Computer Operator	Hourly	EE
28	FIRNTEC	Salaried	L
29	Specialist - Help Desk	Hourly	FF
30	Specialist - Data Management	Hourly	FF
31	Peripheral Equipment Operator	Hourly	EE
32	Specialist - Telecommunications	Salaried	G
33	Supervisor - Word Processing	Hourly	FF
34	Teleprocessing Network Operator	Hourly	HH
35	Trainer - Applications Software	Hourly	LL
36			
37	<u>CUSTODIAL</u>		
38	Certified Training Custodian	Hourly	GG
39	Custodial Coordinator	Salaried	B
40	Custodian	Classified	15
41	Head Custodian I	Classified	19
42	Head Custodian II	Classified	20
43	Training Custodian	Hourly	GG
44	State Certified Custodian - additional 5% to regular hourly rate		
45			
46	<u>EDUCATION</u>		
47	Certification Specialist	Salaried	H
48	Communication Assistant	Classified	16

	Classification Title	Type	Pay Grade
1	District Before & After Child Care Coordinator	Salaried	K
2	Educational Interpreter/Transliterater - Apprentice Level	Hourly	JJ
3	Educational Interpreter/Transliterater - Provisional Level	Hourly	KK
4	Educational Interpreter/Transliterater - Provisional +36	Hourly	LL
5	Educational Interpreter/Transliterater - Proficient Level	Hourly	MM
6	EIE Professional Interpreter II	Hourly	FF
7	EIE Professional Interpreter III	Hourly	HH
8	Medicaid Specialist	Salaried	L
9	RID Professional Interpreter	Hourly	LL
10	Project Technical Assistant	Hourly	HH
11			
12	<u>EQUIPMENT REPAIR AND TECHNICAL</u>		
13	Electronics Repairman	Classified	23
14	Electronics Technician	Classified	25
15	Computer Technician	Classified	26
16			
17	<u>FINANCE AND ACCOUNTING</u>		
18	Accountant	Classified	24
19	Accounting Clerk	Classified	19
20	Accounting and Investment Specialist	Classified	22
21	Buyer	Hourly	KK
22	Chief Accounting Clerk	Classified	20
23	Elementary School Bookkeeper	Classified	18
24	Insurance Specialist	Hourly	HH
25	Internal Auditor	Salaried	F
26	Middle School Bookkeeper	Classified	19
27	Payroll Clerk I	Hourly	CC
28	Payroll Clerk II	Hourly	FF
29	Property Records Clerk	Classified	17
30	Senior Accounts Payable Specialist	Hourly	EE
31	Senior High Bookkeeper	Classified	20
32	Specialist - Risk Management	Hourly	JJ
33			
34	<u>FOOD SERVICE</u>		
35	Baker ¹	Classified	16
36	Cafeteria Worker ³	Classified	15
37	Cafeteria Cashier ⁴	Classified	16
38	Computer Programmer - Food Services	Salaried	G
39	Cook ¹	Classified	16
40	Food Services Specialist - Nutrition	Salaried	L
41	Food Services Specialist - Operations	Salaried	L
42	Food Service Technical Coordinator	Hourly	HH
43	School Food Service Intern	Hourly	AA
44			
45	<u>MAINTENANCE, CONSTRUCTION AND TRADES</u>		
46	Analyst - Energy & Operations Management Support	Salaried	H
47	Assistant Shop Foreman	Hourly	II
48	Building Safety Inspector	Classified	22

	Classification Title	Type	Pay Grade
1	Carpenter 1	Classified	23
2	Carpenter 2	Classified	24
3	Carpenter 3	Classified	25
4	Construction Inspector	Classified	28
5	Construction Scheduler/Cost Estimator	Salaried	Q
6	Design Draftsman	Classified	28
7	Electrician 1	Classified	24
8	Electrician 2	Classified	25
9	Electrician 3	Classified	26
10	Electrician 4	Classified	27
11	Environmental Specialist I	Classified	30
12	Equipment Operator 1	Classified	20
13	Equipment Operator 2	Classified	23
14	Expediting Coordinator	Classified	28
15	Facilities Maintenance Technician	Classified	27
16	Facilities Planner	Salaried	S
17	Fire Alarm Repair Mechanic 1	Classified	25
18	Fire Alarm Repair Mechanic 2	Classified	26
19	Fire Alarm Repair Mechanic 3	Classified	27
20	Fire Extinguisher Mechanic	Classified	21
21	Floor Covering Installer 1	Classified	22
22	Floor Covering Installer 2	Classified	23
23	Floor Covering Installer 3	Classified	24
24	HVAC/R 1	Classified	25
25	HVAC/R 2	Classified	26
26	HVAC/R 3	Classified	27
27	HVAC/R 4	Classified	28
28	Intercom Repair Mechanic 1	Classified	25
29	Intercom Repair Mechanic 2	Classified	26
30	Intercom Repair Mechanic 3	Classified	27
31	Locksmith 1	Classified	22
32	Locksmith 2	Classified	23
33	Maintenance Communicator	Classified	19
34	Maintenance Helper	Classified	18
35	Mason 1	Classified	23
36	Mason 2	Classified	24
37	Mason 3	Classified	25
38	Painter 1	Classified	22
39	Painter 2	Classified	23
40	Painter 3	Classified	24
41	Pest Control Mechanic	Classified	21
42	Plumber 1	Classified	24
43	Plumber 2	Classified	25
44	Plumber 3	Classified	26
45	Plumber 4	Classified	27
46	Power Tool/Equipment Mechanic	Classified	23
47	Pool Mechanic	Classified	22
48	Project Administration Specialist	Classified	24

	Classification Title	Type	Pay Grade
1	Project Field Coordinator	Hourly	HH
2	Project Manager - Facilities/Site/Playground	Classified	28
3	Roofer 1	Classified	23
4	Roofer 2	Classified	24
5	Roofer 3	Classified	25
6	Specialist - Communication/Maintenance	Salaried	G
7	Waste Water Treatment Plant Mechanic	Classified	27
8	Welder	Classified	22
9	Work Control Analyst	Hourly	II
10			
11	<u>MATERIALS AND DISTRIBUTION</u>		
12	Coordinator - Instructional Materials	Hourly	DD
13	Driver/Courier	Classified	17
14	Film Repairman/Scheduler	Classified	16
15	Microfilm Technician	Classified	16
16	Parts Specialist	Classified	25
17	Stores Clerk	Classified	16
18	Storekeeper	Classified	20
19	Surplus Property Clerk	Classified	17
20	Tractor Trailer Driver	Classified	19
21	Vehicle Parts Inventory Clerk	Classified	20
22			
23	<u>MECHANICAL REPAIR</u>		
24	Machinist-Mechanic	Classified	24
25	Mechanic	Classified	23
26	Mechanic Helper	Classified	16
27	Paint and Body Mechanic	Classified	23
28			
29	<u>PRINTING</u>		
30	Bindery Technician	Classified	18
31	Compositor (Typesetter)	Classified	21
32	Graphic Designer	Classified	23
33	Key Operator	Classified	18
34	Pre-Press Technician	Classified	23
35	Printer	Classified	22
36	Printer Apprentice	Classified	15
37	Specialist - Graphics/Publishing	Salaried	C
38	Specialist - Production	Classified	22
39			
40	<u>PUBLIC SAFETY</u>		
41	Public Safety Records Clerk	Hourly	AA
42	Specialist - Truancy, Drugs & Youth Violence	Salaried	H
43	Safety Officer	Salaried	M
44	Security Specialist	Salaried	D
45	Specialist - Physical Security	Salaried	C
46	Youth Services Liaison	Salaried	H
47			
48			

Classification Title	Type	Pay Grade
<u>TRANSPORTATION</u>		
Bus Attendant	Classified	16
Bus Driver	Classified	19
Route Specialist/Trainer	Classified	21
Secretary - Vehicle Maintenance	Classified	18
Transportation Accounting Clerk	Classified	20
Transportation Office Clerk	Classified	17

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

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

(1) The normal workday for this position will not exceed six (6) hours per day and is one hundred ninety-four (194) days. One hundred eighty-four (184) workdays and ten (10) paid holidays. Workdays include 180 student days and 07/20/01, 10/22/01*, 01/07/02*, 04/08/02*, 06/11/02 (*Partial crews will work on these dates, each food service worker will work 2 out of 3 days.)

(2) The normal workdays for this position are one hundred ninety-three (193) One hundred eighty-three (183) workdays and ten (10) paid holidays. Workdays include 180 student days and 07/19/01, 07/20/01 and 06/11/02.

(4) The normal workdays for this position can be any of the following: (1) Two hundred sixteen (216) Two hundred six (206) work days and ten (10) paid holidays. Workdays include 180 student days and 07/16-07/20, 09/17/01, 10/01-10/05/01, 11/21/01, 01/03-01/07/02, 02/18/02, 03/18-03/22/02, 04/08/02, 06/11-06/17/02. (2) Two hundred thirty-eight (238) Two hundred twenty-eight workdays and ten (10) paid holidays. (3) Two hundred sixty (260) Two hundred forty-nine (249) workdays and eleven (11) paid holidays.

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

Employees hired on or before June 30, 1972, who have continuous service, shall be exempt from a reduction in hours as a result of the implementation of the revised Cafeteria Staffing Plan.

1 Effective July 1, 1997, dual positions in the Cafeteria will be eliminated

2
3 ** Bumping rights into these positions shall require that conditions for employ-
4 ment as set forth in the grant awards be fully met

5
6 The description of normal workdays and/or work hours as found herein shall not
7 be construed to limit the Board's authority to schedule employees' workdays and/
8 or work hours so that during the period of time that school is not in regular session
9 in the summer such schedule may reflect four (4) days at ten (10) hours per day
10 rather than five (5) days at eight (8) hours per day for such summer period only
11 During such summer time, employees who normally work less than forty (40)
12 hours per week may have their workweek adjusted pro-rata at the Board's
13 discretion Such schedule adjustment shall not necessitate the requirement of
14 the parties to conduct any further negotiations on the subject When employees'
15 workdays and work hours are changed to four (4) days per week during the
16 summertime, all holidays falling during such time shall be paid at ten (10) hours
17 holiday pay Employees so scheduled shall be scheduled for breaks as provided
18 in Article 26 of this Agreement provided that for the summer period one (1) of two
19 (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes
20

21 **1.03** As used herein the term "employee" shall refer to all those persons included in
22 the bargaining unit described in Section 1 02 except substitute employees,
23 temporary employees, and persons employed under the Comprehensive Educa-
24 tion and Training Act (CETA) and/or programs approved by the Private Industry
25 Council
26

27 **1.031** A regular employee is a person employed a full day, full year for a
28 prescribed position In the absence of any other directive, a full day
29 shall be deemed to be eight (8) hours (Section 1 02)
30

31 **1.032** A part-time employee is a person employed a full year, but less than a
32 full day, for a prescribed position
33

34 **1.033** A temporary employee is a person employed for an approved position
35 to which he/she is temporarily assigned for a period not to exceed four
36 (4) calendar months or to replace a regular employee or part-time
37 employee on a leave of absence for a period not to exceed four (4)
38 calendar months
39

40 **1.034** A substitute employee is a person who replaces a regular, part-time or
41 temporary employee on a day-to-day basis A person shall not remain
42 a substitute employee after having been assigned to work for more than
43 twenty (20) continuous working days within a prescribed position In
44 the event the position in which the substitute has been working as
45 described herein becomes vacant, such substitute shall not automati-
46 cally be entitled to such position and the position shall be subject to
47 the procedures for filling vacant position as otherwise provided in this
48 Agreement "Prescribed position" as used herein shall mean the

1 position assignment of a particular individual employee and shall not be
2 construed to broadly apply to all employees within a classification title
3

4 **1 035** Cafeteria employees hired after July 1, 1993, whose normal workday
5 is four (4) hours or less, shall not be eligible for any fringe benefits as
6 provided by the Board. Such benefits shall include medical insurance,
7 life insurance, and the like
8

9 **1 04** A "Lead Worker" category may be created by the Board in any of the classification
10 titles listed in Article 1 02. An employee designated as a "Lead Worker" shall be
11 paid at ten percent (10%) above his/her regular rate for the duration of the lead
12 worker assignment. Such assignments are temporary in nature. The creation of
13 a lead worker category and the selection of an employee to fill any lead worker
14 assignment shall be within the total discretion of the Board. Except as otherwise
15 provided herein, a Lead Worker shall only lead workers within his/her job
16 classification and shall not be assigned supervisory responsibilities. The
17 selection of an employee to fill a Lead Worker assignment shall not be made for
18 the purpose of granting a pay increase to such employee. Employees so
19 assigned shall actually perform necessary job functions including the leading of
20 other employees in his/her job classification. Employees who lead as described
21 herein must perform additional functions and responsibilities of a lead for no
22 less than four (4) other employees in order to receive the pay increase. Lead
23 designations shall be annually submitted in writing by the supervisor for approval
24 to Personnel showing what additional responsibilities and functions will be
25 required. The requirement for the Lead Worker to lead in his/her own job
26 classification may be waived when it is necessary to cross job classifications due
27 to the requirements of the work involved and is shown in the written description
28 of duties
29

30 Bus drivers who are designated temporarily as Leads for the purposes of
31 assisting in other assignments, including CDL training, shall receive an increase
32 of ten percent (10%) of his/her salary for the duration of such temporary
33 assignment
34

35 **1 05** An employee assigned additional hours of work at his/her regular assigned work
36 site and within his/her job classification shall be paid at his/her regular rate up to
37 forty (40) hours
38

39 **1 06** Employees whose normal work year is less than twelve (12) months and who
40 apply for summer employment shall be utilized for such employment provided
41 that in the judgment of the Board the employee is qualified for such employment
42 and is physically able to perform such work
43

44 ***1.07** This classification is reserved for those Teacher Assistants who are assigned to
45 work with a specific child in the exceptional education program and such
46 assignment necessitates the Teacher Assistant and student remaining together
47 for the duration of the student's school years. Should the Teacher Assistant no
48

1 longer have the assignment as shown above, the other provisions of the
2 Collective Bargaining Agreement will control

3
4 **1 08** An employee, including bus drivers, who is assigned by the Board to work a
5 normal twelve (12)-month work year at a Modified Calendar School shall receive
6 his/her regular wages and other benefits that are provided to other twelve
7 (12)-month employees

8
9 **1.081** In the case of an employee who holds multiple part-time positions,
10 eligibility for group fringe benefits (medical, dental, vision, disability and
11 life insurance coverage, etc) is determined by the benefit eligibility
12 attached to the primary position

13
14 **1 082** The primary position is the position in which the employee is assigned
15 to work the most hours on a regular daily basis, not including overtime

16
17 **1 083** When two positions are held and both are scheduled for the same
18 number of work hours, the position in which the employee has the most
19 seniority shall be the primary position

20
21
22 **ARTICLE 2**

23 **DUES CHECKOFF**

24
25
26 **2.01** The Board will deduct from the pay of each employee from whom it receives
27 authorization to do so, an amount equal to the dues specified in the Union Bylaws
28 Such dues deduction shall not be changed more than one time during the fiscal
29 year Notice of such change shall be received by the Board no later than sixty (60)
30 calendar days prior to the payroll date on which such change is to become
31 effective Such dues change as provided herein shall only apply to the monthly
32 uniform amount which is deducted from the employee's check and shall not apply
33 to any other deductions In the event that the amount of an employee's check is
34 not sufficient to cover the dues deduction such deduction shall be made for both
35 payroll periods in the next payroll period in which the amount due the employee
36 is sufficient to cover the dues deduction Existing dues deduction priority shall not
37 be changed except as mandated by law or by mutual agreement between the
38 Board and the Union

39
40 **2.02** Said amount shall be deducted per payroll period and remitted to the Union
41 (including employee names, totals, and social security numbers) on or before the
42 tenth day following the last regular paydate of each month The amount of each
43 biweekly deduction shall be equal to one-twentieth (1/20) of the applicable
44 annual dues The amount of each monthly deduction shall be equal to one-tenth
45 (1/10) of the annual applicable dues In addition to the annual dues deduction the
46 Board shall deduct as additional dues one percent (1%) of the gross wage earned
47 each payroll period

- 1 **2 03** In each fiscal year, deductions for annual dues shall begin on a mutually agreed
2 upon date in September and end upon a mutually agreed upon date in June to
3 achieve the purposes of Article 2 02, except the one percent (1%) shall be
4 deducted for all pay periods
5
6 **2 04** The deductions and employee authorizations of Article 2 01 and 2 02 above shall
7 remain in full force during the term of the Agreement as specified in Florida
8 Statutes, section 447 303 The Board agrees to provide the Union on a monthly
9 basis with information as to which employees have revoked dues deduction as
10 provided herein
11
12 **2 05** The Board will deduct from the pay of each new employee from whom it receives
13 authorization to do so an initiation fee equal to twenty (20) times the employee's
14 hourly rate The initiation fee is to be deducted over a four (4) month period at
15 five (5) times the hourly rate per month and remitted to the local Union on or before
16 the tenth (10th) day following the pay date
17
18 **2 06** There shall be no charge to the Union for dues deductions and initiation fee
19 deductions
20
21 **2.07** The Union agrees to hold harmless the Board and all of its agents and employees
22 against any charges or complaints, provided only that the Board has complied
23 with all of its obligations under this Article
24
25 **2.08** The Board agrees to deduct from the pay of each employee from whom it receives
26 authorization to do so a uniform amount per payroll period and to remit same to
27 the Union at the time and in the same manner described in Article 2 02 Such
28 deduction shall only be used by the Union for contributions to charitable and/or
29 Union insurance programs designated by the Union
30

ARTICLE 3

RESPONSIBILITY

- 31
32
33
34
35 **3 01** It is expressly understood and agreed that all functions, rights, powers, or
36 authority of the administration of the school district and of the Board which are not
37 specifically limited by the language of this Agreement are retained by the Board
38 provided, however, that no such right shall be exercised so as to violate any other
39 specific provisions of this Agreement
40
41 **3 02** The Superintendent or designee shall advise the Union, in writing, of proposed
42 changes requiring the approval of the School Board in job classifications,
43 regulations, and policies directly affecting members of the bargaining unit prior
44 to the implementation of the same The Superintendent or designee shall
45 likewise afford the Union an opportunity to submit its views in writing in advance
46 with respect to such changes prior to School Board action
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ARTICLE 4

NONDISCRIMINATION

- 4 01 The Board agrees that it will not discriminate against any employee with respect to wages, hours, or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities

ARTICLE 5

COMMUNICATIONS

- 5.01 The Board agrees that the Union may place a designated and accessible bulletin board at each school, area office compound, county office, bus and/or maintenance compound, 520 warehouse, and 520 bus compound. This section will not apply to any facility which is temporarily or permanently inoperative. An effort shall be made to utilize a location convenient for all employees during their normal work hours. Provided that the placement, location, size, color, and other characteristics of such bulletin board shall be by mutual agreement between the Union and the Director of Labor Relations, and provided further that this provision shall not be construed so as to require any expenditure on the part of the Board. All unit job openings shall be posted on this bulletin board. Such posting on the Union bulletin board shall be the responsibility of the Union. No later than September 15 of each year the Union shall provide the supervisor of each work location described herein with the name in writing of the bargaining unit member who has the responsibility for the posting and maintaining of such bulletin board.
- 5 02 The Board agrees that the Union, at its own expense and sole responsibility, may make available to each new employee the following material at the applicable work location: 1) Current Agreement, 2) Membership application, 3) Dues deduction card, 4) AFL-CIO pamphlet WHY UNIONS, 5) Cover letter. Cover letter to be mutually agreed to by the Board and the Union.
- 5 03 The Board shall provide the Union at no cost with one (1) copy of the materials relating to all public Board meetings which are generally distributed to the press at a time after said materials are made available to the Board, but no later than when the materials are distributed to the press for any regular meeting of the Board.
- 5.04 The supervisor of each work location and the Director of Labor Relations shall receive from the Union a copy of any Union material which is generally distributed to and/or posted for employees. The term "generally distributed" as used herein shall not be construed so as to violate an employee's rights to privacy of his/her U S Mail.
- 5 05 Upon the written request of the Union, the Board shall provide four (4) times each year, without cost, a listing of unit employees by school and/or work location.

1 which shall include their full names, social security numbers, full home mailing
2 addresses, and job classifications

3 4 **ARTICLE 6**

5 6 **PROMOTIONS**

7
8 **6.01** The term "promotion" as used in this Article means the advancement of an
9 employee to a higher rated job classification or the same classification and/or pay
10 grade with additional hours of work in such classification and/or pay grade within
11 the bargaining unit

12
13 **6.02** All promotional vacancies within the bargaining unit for regular employment will
14 be posted by the Deputy Superintendent or designee on Union and other
15 appropriate bulletin boards (see Article 5 for locations of such) The notices shall
16 include the job classification, rate of pay, work location, and the nature of the job
17 requirements Such posting shall be for a period of not less than five (5) days
18 exclusive of Saturday, Sunday, and observed legal holidays A copy of the notice
19 shall also be sent to the business agent of the Union or designee

20
21 **6.03** During the period of posting, employees, except probationary employees, who
22 wish to apply for the open position, including employees on layoff, may do so The
23 application shall be in writing and on a standard form furnished by the Board and
24 such shall be submitted to the Human Resources office or such other location(s)
25 as may be specified in the notice In the event an employee applicant for a posted
26 promotional position is denied the opportunity to be interviewed for such position,
27 the employee may request the Director of Human Resources/Labor Relations to
28 ascertain the reason(s) such interview was unavailable

29
30 **6.04** The Board shall permanently fill such job vacancies from among those persons
31 who have applied who are judged by the Board to be most qualified for the
32 position and from this group the most senior qualified employee, if any, will fill the
33 vacancy Nothing contained herein shall be construed to prohibit the Board from
34 filling a vacant position within the same pay grade by administrative transfer with
35 agreement of the employee who is selected for transfer In the event the Board
36 elects to so fill a vacant position, the posting and selection procedures as
37 described herein shall be applied to the vacancy created by such administrative
38 transfer

39
40 **6.041** An employee who is on layoff and applies for a posted vacancy shall be
41 offered the position prior to a non-employee, provided the employee is
42 the most qualified applicant and has satisfactory evaluations and
43 exemplary attendance as defined in Article 13.07

44
45 **6.05** A notice listing those employees who have applied for the position(s) and the
46 employee(s) recommended for such position(s) shall be posted, with a copy to
47 all employee applicants and the Union, at the worksite having the vacancy within
48 two (2) workdays of the recommendation and be posted for a period of at least

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ten (10) workdays The failure of an employee to receive such copy shall not be construed so as to limit the Board's authority to select promotional assignments as provided herein

6.06 An employee promoted pursuant to the preceding paragraphs who fails to achieve a satisfactory level of performance within thirty (30) calendar days shall have the right to return to the job from which he/she was promoted

6.07 A promoted employee shall be placed on the salary schedule by vertical movement to the same experience level at which he/she was paid immediately prior to such promotion Provided this shall not change an employee's entitlement to move to a higher experience column as provided in Article 33 Should an employee be demoted or reclassified to a position in a lower pay grade, such employee shall be placed on the Wage and Salary Schedule by using the inverse of the system above

6.08 Additional hours of custodial work at a school site shall be offered to the existing custodian(s) subject to the following procedures and requirements

- (a) Limited to the classification of Custodian as reflected in Article 1 of this Agreement
- (b) Shall apply only to additional allocation(s) received after November 1 each fiscal year for the current fiscal year
- (c) Shall apply only to additional hours of work in excess of four (4) hours
- (d) The amount of additional work time shall be limited to no more than two (2) hours provided that the Board may, at its option, assign more than two (2) hours
- (e) This provision shall not be construed so as to require the Board to assign any employee to work beyond eight (8) hours in any single work day

ARTICLE 7

TRANSFER PROCEDURE

7.01 Any employee who has been working at a work location for at least twelve (12) consecutive months or for his/her entire prescribed work year, whichever shall be lesser, shall have the right to apply for a transfer to another work location within the same job classification

7.02 The application shall be in writing and on a standard form furnished by the Board

- 1 3 The cost of substitute(s) incurred as a result of such leave shall be at
2 the expense of the Union
3
- 4 4 No more than five (5) days notice shall be required for such leave
5 application
6
- 7 5 No more than eight (8) days of such leave shall be taken by any one
8 employee during any given school year
9
- 10 **8.03** If activities directly related to this Agreement and mandated by law or this
11 Agreement are conducted during the regular employee workday, leave of
12 absence sufficient to conduct such necessary activities shall be granted to the
13 affected employees without loss of pay or accumulated leave. If negotiations are
14 conducted during the regular employee workday, leave of absence without loss
15 of pay or accumulated leave shall be granted to up to ten (10) members of the
16 Union bargaining team
17
- 18 **8.04 UNION MEETINGS** - The Union shall have the right to use school buildings for
19 meetings with members of the bargaining unit, provided notice of such meetings
20 shall be submitted to the principal no less than five (5) workdays prior to the date
21 of the requested meeting. The use of such building shall be without charge except
22 for additional costs which may be incurred in connection therewith. Such
23 additional costs shall be stated on the approved building use permit. The Union
24 shall be responsible for any damage which may be incurred in connection with
25 such usage. The use of such facilities hereunder shall also be contingent upon
26 such causing no interference with the instructional matters of the school district
27 and/or employee work assignments
28
- 29 **8.05 DISTRIBUTION OF LITERATURE** - The Union shall have the right to distribute
30 material dealing with Union business to employees at their worksite provided that
31 the following conditions are met
32
- 33 1 Union materials shall be designated as Union matter and dated where
34 possible to show date of publication
35
- 36 2 Union material shall be delivered to the front office, cafeteria, and custodial
37 room for distribution by the Union steward
38
- 39 3 Concurrently, a courtesy copy of such material shall be provided to the
40 principal and sent via courier or U S Mail to the Director of Labor Relations
41 or designee
42
- 43 **8.06** The Union shall be entitled to representation (appointed by the Union) on the
44 following Committees and/or other mutually agreed to Committees
45 1 Superintendent's Insurance Advisory Committee
46 2 School Calendar Committee (Two Representatives)
47 3 Administrative/Classified Inservice Council
48 4 Sick Leave Bank Committee

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5 Accident Review Committee
6 Other committees having bargaining unit employees serve on such shall be appointed by the Union

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

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

ARTICLE 9
SENIORITY

9.01 Seniority for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs [up to twelve (12) months], and approved leaves of absence Unless otherwise expressly stated, seniority shall be applicable to employees

ARTICLE 10
LAYOFFS

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

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

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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.

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 employee holding more than one (1) position shall establish seniority in each position independently provided his/her bumping rights shall be limited to the primary position.

10 013 An employee who is promoted or transferred to another job classification within the bargaining unit and thereafter is affected by layoff or reduction in hours of work may exercise his/her seniority for bumping purposes in the job classification held immediately prior to such transfer or promotion as a regular employee. In the event an employee is selected by the Board for involuntary transfer to another classification within the bargaining unit and thereafter is affected by layoff, he/she may exercise his/her seniority for bumping purposes sequentially to the two (2) job classifications held immediately prior to such involuntary transfer. Provided this section shall not be construed so as to entitle any employee to recall right prescribed in Section 10 01 to the job classification into which he/she had been originally promoted or transferred.

10 014 A list of employees on layoff shall be made available to all worksites. Such employees shall be offered the opportunity to substitute in their laid-off classification before other or non-employees are utilized. If utilized such employees shall receive the substitute rate of pay.

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

10.021 Effective July 1, 1997, no bumping will result from the changes in hours and/or the elimination of dual positions in the cafeterias. Beginning with the school year 1999-2000, bumping will be based on the **Standard** hours of six (6) hours for Cooks/Bakers, four (4) hours for Cashiers

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Bumping for Cafeteria Workers will be based on a **Maximum** of four (4) hours

- 10 03** Employees to be laid off will have at least fifteen (15) calendar days notice of layoff The Union shall receive a list of employees to be laid off on the same date the notices are issued to the employees
- 10 04** For the purposes of this Article and Article 6 (Promotions), a seniority list shall be provided to the Union within sixty (60) days of this Agreement's effective date, and quarterly thereafter
- 10 05** The employment of persons under the programs approved by the Private Industry Council (PIC) shall not cause the displacement or cutback of employees in affected job classifications In the event of any cutbacks in work opportunities or layoffs, employees paid under PIC in the affected job classification shall be displaced before any other employees in such classifications
- 10.06** The Board agrees to reopen negotiations on the impact that the Modified School Calendar operations may have on employees prior to further implementation
- 10 07** Employees who have been reassigned to another work location due to the closing of their school, shall have the right to return to that location if the Board reopens such school within a twelve (12) calendar month period following the relocation of the affected employees

ARTICLE 11
TERMINATION OF EMPLOYMENT

- 11 01** An employee who has completed ninety (90) calendar days of continuous service shall not thereafter be discharged except for just cause Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board and the employee An employee on a paid leave of absence shall be deemed to be in continuous service Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to Article 12 herein nor otherwise challengeable under any other provisions of this Agreement
- 11 02** An employee whose employment with the Board is terminated (other than layoff) and thereafter is reemployed by the Board in the same job classification that he/she held immediately prior to termination shall be placed at the beginning level of his/her pay grade upon such reemployment Provided that this provision may apply at the Board's discretion to such employees whose reemployment date falls within the six (6) calendar months immediately following the date of termination as provided herein

- 1 **11 03** The term "just cause" as used herein shall include but not be limited to the
2 following reasons. It is agreed that an employee whom the Board determines to
3 have committed any of the acts listed below shall be cause for immediate
4 termination. This paragraph shall not be construed so as to require the Board to
5 terminate an employee when it is determined by the Board that other disciplinary
6 action may be more appropriate.
7
- 8 **11.031** Selling, using, being under the influence of or in possession of
9 narcotics, intoxicants, drugs, or hallucinatory agents during working
10 hours or reporting for work in such conditions.
- 11
- 12 **11.0311** The Board agrees to provide new employees with informa-
13 tion regarding the district Employee Assistance Program.
- 14
- 15 **11.032** Defacing, destroying, or otherwise doing harm to Board property.
16 Provided that the terms defacing, destroying, and/or harming as used
17 herein shall not be construed to mean actions of an employee which are
18 considered part of his/her normal work responsibilities nor any dam-
19 ages resulting therefrom.
- 20
- 21 **11.033** Stealing, dishonesty, misconduct, or willful neglect of duty.
- 22
- 23 **11 034 CORRECTIVE MEASURES**
- 24 Discipline shall be corrective and progressive in nature, and shall be
25 given as soon as possible in relationship to the event giving rise to such
26 action, but in no case more than seven (7) working days after the
27 investigation is complete. Employees who are terminated for reasons
28 other than the types of reasons described above shall be provided with
29 the sequence of corrective measures as provided below.
- 30
- 31 (a) First offense - oral warning - no less than one (1) oral warning shall
32 be required provided that additional oral warnings may be used
33 at the Board's discretion. Oral warnings shall be reduced to
34 writing and placed in the employee's file, and signed by the
35 employee as an acknowledgment of receipt.
- 36
- 37 (b) Second offense - written warning and/or written reprimand if
38 within ten (10) calendar months of first offense.
- 39
- 40 (c) Third offense - suspension by the Superintendent without pay for
41 no more than three (3) days.
- 42
- 43 (d) Fourth offense - termination. The Board may, at its option, as a
44 measure alternative to termination, return the employee to proba-
45 tion for a specified period of time in writing. It is the intent of the
46 parties that such return to probation is for the purpose of stimu-
47 lating the employee to improve his/her actions. An employee so
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returned shall suffer no loss of pay by reason of being returned to probationary status

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

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

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

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

ARTICLE 12
GRIEVANCE PROCEDURE

12.01 A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement

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

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

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

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

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

12.025 No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

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

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

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

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

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12.034 Step IV (Formal)

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

12.035 Step V (Formal)

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

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

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

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

ARTICLE 13

LEAVE WITH PAY

13 01 SICK LEAVE - Each employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each normal contract year Thereafter, he/she shall be credited with one (1) day of sick leave for each month of employment In the event an employee is employed for less than four (4) months during a work year, the four (4) days shall be prorated An employee who is assigned to normally work less than forty (40) hours per week shall only be

1 credited with his/her pro-rata share of sick leave as provided herein No
2 employee may earn, during any fiscal year, more than a total of one (1) day of sick
3 leave for each complete month of employment Except as provided herein sick
4 leave shall only be used up to the maximum amount earned The Board shall
5 credit employees with earned sick leave at the beginning of each payroll period,
6 not to exceed two (2) payrolls per month Sick leave may be used for either
7 personal illness (including illnesses or disablement related to or disablement due
8 to the birth of a child, provided the matters prescribed within these parentheses
9 shall not be applicable to any employee on maternity leave) or illness or death of
10 a child, spouse, parent, brother, sister, grandparent, grandchild, aunt, uncle,
11 niece, nephew, child's spouse, father-in-law, mother-in-law, sister-in-law, brother-
12 in-law, or a person residing in the same household as the employee
13

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

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

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

31 **13.011** Employees who are selected for summer work shall accrue and may
32 use sick leave during such summer assignment
33

34 **13.02 PERSONAL LEAVE** - Except as otherwise provided herein, an employee shall
35 be granted up to six (6) days of accumulated sick leave from the employee's
36 personal sick leave balance each fiscal year for personal reasons as provided
37 herein
38

39 **13 021** Written application for such leave shall be submitted to the supervisor,
40 except in an emergency, no less than two (2) workdays prior to the
41 beginning of such leave
42

43 **13 022** Each application for such leave shall reflect as the reason for the leave
44 request the following disclaimer ***The purpose for which this leave***
45 ***is taken is not a violation of the provisions of the Collective***
46 ***Bargaining Agreement.***
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13 023 Personal leave shall not accumulate from year to year

13.024 Personal leave shall be granted subject to the following conditions

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

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

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

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

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

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

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

26
27 **13.06 SICK LEAVE BANK**

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

35
36 **13.07 SICK LEAVE BUY BACK**

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

1 provided herein shall be included in the affected employee's first regular
2 paycheck of the following regular work year Employees whose normal work year
3 is less than twelve (12) months shall receive payment no later than the first normal
4 biweekly payroll in July following the end of their normal work year
5

6 7 **ARTICLE 14**

8 9 **LEAVE WITHOUT PAY**

10 11 **14.01 LEAVE OF ABSENCE**

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 **14.02 MATERNITY LEAVE**

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

22 **14.021** An application for leave accompanied by a written statement from a
23 licensed medical physician verifying the pregnancy and setting forth
24 the estimated date of confinement shall be submitted to the supervisor
25 no later than five (5) calendar weeks prior to estimated date of
26 confinement if the employee plans to take maternity leave
27

28 **14.022** Such leave, if taken, shall commence on a date prior to the final
29 estimated date of delivery of the child, such to be determined by the
30 employee
31

32 **14.023** The length of such leave shall be no longer than the balance of the fiscal
33 year in which the leave began Provided that in instances where the
34 circumstances necessitate an extension of maternity leave beyond a
35 fiscal year, the length of the original leave combined with the extension
36 shall be a total of no more than twelve (12) calendar months
37

38 **14.024** Upon return from maternity leave, the employee shall furnish a certifi-
39 cation by her physician that she is medically able to perform her duties
40 This statement and all others furnished by the employee's physician
41 shall be provided at the sole expense of the employee
42

43 **14.025** An employee who has been granted maternity leave may apply for an
44 extension of such leave for child rearing Upon approval such exten-
45 sion shall begin immediately following the expiration of maternity leave
46 and be for a period of time not to exceed a total of twelve (12) calendar
47 months
48

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 **14 03 MILITARY LEAVE**

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

19 **14.031** Military leave for employees with fewer than twelve (12) months of
20 employment shall not be granted unless the military certifies that special
21 training is needed to maintain status and is not available during summer
22 vacations
23

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

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

33 **14.04 EXTENDED ILLNESS**

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

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 plan administrators 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**

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37
38 **15 01** Employees shall be entitled to vacation time during which they shall be paid their
39 regular straight time hourly rate times the number of hours in their normal workday
40

41 **15.02** Such employees shall be entitled to vacation time according to the following
42 schedule
43

44 **15.021** Continuous service of not more than five (5) years - one day for each
45 full month of employment not to exceed twelve (12) days
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15.022 Continuous service of at least five (5) full years and not more than ten (10) years - one and one quarter (1 1/4) days for each full month of employment not to exceed fifteen (15) days

15.023 Continuous service of at least ten (10) full years - one and one-half (1 1/2) days for each full month of employment not to exceed eighteen (18) full days

15.024 For purposes of determining years of continuous service under Sections 15 022 and 15 023 the anniversary date of regular employment shall be used to compute full years of service

15.025 As of January 1 of each year, all accrued vacation in excess of sixty (60) days shall be deducted from the employee's accrued vacation leave balance Provided that prior to such deduction properly requested vacation leave shall not be unreasonably denied Failure of an employee to apply for vacation leave shall result in loss of all vacation in excess of sixty (60) days as otherwise provided herein

15.026 Terminal pay of earned vacation shall be limited to sixty (60) days

15.03 Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes an employee eligible for vacation time Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months Continuous service shall not include employment as a substitute or temporary employee

15.04 Vacation will be scheduled by the building principal or department head When practicable, vacation preference shall be honored in accordance with the seniority of affected employees, provided the needs of the school district shall at all times remain paramount Where feasible, continuous vacation periods shall be allowed Vacation time unused any single year may be accumulated up to sixty (60) days In the event an employee uses his/her vacation for sick leave purposes as provided in Article 13 01, he/she shall notify his/her immediate supervisor of such use or intent to use as soon as circumstances may reasonably permit This shall not be construed so as to relieve the employee of the obligation to provide the Board with prior notice of absenteeism Request for vacation shall be submitted on a form provided by the Board for that purpose The date of such submission shall be such so as to give the Board reasonable advance notice of the employee's desire to be absent

15.05 This Article shall not apply to bus attendants, Title I Assistant, cooks, bus drivers, Teacher Assistant I, Teacher Assistant II, bakers, cafeteria workers, and any other Type "N" employees

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ARTICLE 16

HOLIDAYS

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

16.011 An employee shall qualify for holiday pay subject to the following conditions

- a The holiday occurs during the employee's prescribed work year
- b An employee who is suspended without pay and such suspension covers a paid holiday shall not receive holiday pay for such date
- c Employees whose work year does not include the paid Memorial Day holiday shall have their work year extended by one day with the last day designated as a paid holiday

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

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

ARTICLE 17

TERMINAL PAY

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

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

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

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17.013 During the next three (3) years of service the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave

17.014 During the next three (3) years of service the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave

17.015 During and after the thirteenth (13th) year of district service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave

17.016 Payment for terminal pay as described above will be paid sixty (60) days after the date of normal retirement

17.02 All accrued vacation pay shall be paid at the time of termination for whatever cause, including layoffs, provided that such payment shall be limited to sixty (60) days of accrued vacation leave Except as provided in Article 15 025 of this Agreement, employees recalled from layoff within the first six (6) successive months shall be credited with all accrued vacation leave not paid for at time of layoff

17.03 In the event the Superintendent should decide to offer a Retirement Incentive Program to employees, there shall be formed a district committee for the purpose of developing a report to the Superintendent regarding a District Retirement Incentive Plan The composition of such committee shall be Three (3) appointed by the Brevard Federation of Teachers, three (3) appointed by Local 1010, three (3) administrators appointed by the Superintendent, and three (3) other non-unit classified employees appointed by the Superintendent

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

EMPLOYEE BENEFITS

19.01 The parties agree that 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

1 Effective January 2, 2002, the Board agrees to contribute to the district flexible
2 compensation plan \$334 00 to the Health Maintenance Organization (HMO)
3 option, \$334 00 per month for employees selecting the Exclusive Provider Option
4 (EPO), or \$345 00 per month for employees electing the Preferred Provider
5 Organization (PPO) option Effective January 1; 2002, an employee who exer-
6 cises his/her option to opt out of the district flexible compensation plan shall
7 receive the amount of \$657 00 (\$54 75 per month) In addition, the Board shall
8 provide the following benefits

9
10 **19 02** A vision insurance plan which covers each eligible employee at no cost to the
11 employee Such plan shall include the option of dependent coverage which each
12 eligible employee may choose to take as part of his/her Section 125 credit or as
13 a payroll deduction

14
15 **19 03** Dental insurance option(s) which each eligible employee may choose to take as
16 part of his/her Section 125 credit or as a payroll deduction Such plan shall include
17 both single and dependent coverage

18
19 **19 04** The Board shall provide to each eligible employee, without cost to the employee,
20 group term life insurance in an amount equal to the annual salary of the employee
21 as reflected in the salary schedule of this Agreement Such amount to be
22 computed to the nearest one thousand dollars (\$1,000) Each employee may, at
23 his/her own cost, purchase a maximum amount equal to four (4) times his/her
24 salary by giving written authorization for payroll deductions thereof as prescribed
25 by the Board The amount that such insurance coverage can be increased in any
26 one insurance year shall be limited to one (1) time the annual salary of the
27 employee

28
29 **19 05** The Board shall continue to make available to each eligible employee at his/her
30 own cost through payroll deduction short and long term disability insurance
31 coverage provided responsible bids for the same can be obtained and the
32 employee qualifies

33
34 **19 06** The Board shall continue to make available, through payroll deduction, tax
35 deferred annuity programs to all employees in accordance with the policies in
36 effect on the effective date of this Agreement

37
38 **19 07** For calendar year 2002, the Board will offer at least one Preferred Provider
39 Organization (PPO)-type option and one Health Maintenance Organization
40 (HMO)-type option

41
42 **19 08** Employees working in a position that is classified less than four (4) hours (not
43 including overtime) shall not be eligible for employee benefits such as health,
44 dental, vision, disability or life insurance

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ARTICLE 20

SAFETY AND HEALTH PROVISIONS

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5 **20.01** Any employee who is required to undergo a medical examination as a condition
6 of continued employment shall, at the Board's expense and on his/her own time,
7 promptly submit himself/herself for an examination by a licensed physician of the
8 Board's own choice. Upon failure to comply with such a request within a
9 reasonable time, the employee may be terminated or otherwise disciplined.

10
11 **20.02** Safety complaints of hazardous conditions shall be promptly reported by the
12 employee to his/her immediate supervisor and promptly thereafter to the job
13 steward.

14
15 **20.03** The Board and the Union shall establish safety and loss control committees at
16 each school and ancillary facility with more than fifteen (15) employees and on
17 a district-wide level. These committees shall review all alleged safety complaints
18 and/or hazardous conditions brought before them. Each committee shall allow
19 representation by the Union and the Board and shall meet no less than once every
20 three (3) calendar months.

21
22 **20.04** All safety complaints and/or hazardous conditions reported to the District shall be
23 corrected as soon as possible. If the complaint and/or condition is not corrected
24 within five (5) working days, the Union may request a response in writing from the
25 appropriate District department and follow-up by the committees mentioned in
26 Article 21.03. All safety complaints and/or reports of hazardous conditions shall
27 be submitted on a standard form. The committees shall endorse such comments
28 as they deem appropriate on the form. The form shall follow the complaint through
29 the review process provided in this Agreement.

30
31 **20.05** The districtwide committee shall have responsibility for making recommenda-
32 tions for new or revised safety regulations and/or inspection procedures to the
33 Board.

34
35 **20.06** No employee shall be discharged for failure to work in an unsafe or hazardous
36 situation where there is an imminent danger to the employee's health and such
37 is currently under review by the appropriate safety committee, if such committee
38 exists. Any employee suspended for failure to work in such an imminent danger
39 situation shall receive full compensation for the suspension if the committee
40 determines that situation was imminent danger to the employee.

41
42 **20.07** The Board shall make available to each bus driver appropriate disinfectant,
43 gloves and absorbent cloths for clean-up purposes.

ARTICLE 21

STEWARDS' RIGHTS

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

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

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

21.031 Investigate and process grievances

21.032 Post Union notices

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

21.034 Attend negotiating meetings

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

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

21.037 The designated Union steward at each location shall be the designated employee for the purposes of Articles 5.01, 21.03, and 22.01. The Union shall submit in writing the name of the designated Union steward at each location to the administrative head of such location prior to such steward performing any of the functions provided herein. A districtwide master list of all designated shop stewards showing the name, classification and work location shall be provided in writing to the Director of Labor Relations. Such listings to be provided no later than August 15 each year and updated, to reflect changes, no later than

January 1 each year This provision shall not be construed so as to restrict the Union's right to alter the list as the need arises

ARTICLE 22

GENERAL SAVINGS

22.01 If any provisions of this Agreement be declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law The remaining provisions of this Agreement shall remain in full force and effect to the extent they may be implemented without the deleted items By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time, however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) working days and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447.403, and 447.409 of the Florida Statutes

22.02 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447.309 of the Florida Statutes

ARTICLE 23

SUBCONTRACTING

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

ARTICLE 24

INDIVIDUAL AGREEMENT

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

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

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ARTICLE 25

REST AND LUNCH

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

ASSIGNED TO BE PRESENT	BREAKS
Less than 4 hours	None
4 hours	One 10 minute paid rest
More than 4 but less than 6 hours	One 10 minute paid rest
6 hours	One 10 minute paid rest
	One 30 minute unpaid meal
More than 6 hours	Two 10 minute paid rests
	One 30 minute unpaid meal

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

ARTICLE 26

CLOTHING

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

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

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

- 1 **26.03** When the Board determines that it is necessary for a bus driver and/or a bus
2 attendant to purchase his/her uniform, the Board shall reimburse such employee
3 the cost of such purchase not to exceed the cost of the uniform(s) provided to
4 other bus drivers/attendants. Necessary documentation for the cost of such
5 purchase shall be provided by the employee prior to such reimbursement.
6
- 7 **26.04** The Board agrees to form a committee from among affected employees for the
8 purpose of reviewing the specifications and sample safety and/or specialty shoes
9 where required. The committee shall be comprised of four (4) affected employees
10 and two (2) supervisors. The Union shall be invited to submit the names of two
11 (2) of the four (4) affected employees who will be placed on the committee.
12

ARTICLE 27

OVERTIME

- 17
- 18 **27.01** One and one-half (1 1/2) times the employee's regular rate shall be paid for
19 overtime work under either of the following conditions:
20
- 21 **27.011** All work performed in excess of forty (40) hours in one week
22
- 23 **27.012** All work performed in excess of ten (10) hours in any twenty-four (24)
24 hour period beginning with the employee's regularly scheduled starting
25 time except employees regularly scheduled to work ten (10) hours for
26 four (4) days per week shall receive overtime pay for hours in excess
27 of the (10) hours in any twenty-four (24) hour period beginning with the
28 employee's regularly scheduled starting time.
29
- 30 **27.02** There shall be no compensatory time given except in case of emergencies.
31
- 32 **27.03** Reasonable effort shall be made to allocate overtime among appropriate
33 employees. Overtime worked by employees at each work location for the
34 preceding pay period shall be posted at that work location. Such posting shall
35 include year-to-date overtime.
36
- 37 **27.04** An employee shall receive a minimum of two (2) hours pay for being called in to
38 work after his/her normal working hours. This section shall not apply to an
39 extension of work hours immediately prior to or following the regular work day.
40
- 41 **27.05** The total number of hours worked and the overtime hours along with the premium
42 pay received for such overtime hours shall appear on the employee's pay stub
43 for such pay period.
44
- 45 **27.06** Any work assigned and performed on a designated paid holiday or on a Sunday
46 will be paid at one and one half (1 1/2) times the employee's regular rate of pay.
47
- 48

1 (27 1/2) in one week and such reduction is more than sixty (60)
2 minutes per normal workday
3

4 Neither thirty (30) hours of pay nor twenty-seven and one-half (27 1/2)
5 hours of pay as used herein shall be construed so as to obligate the Board
6 to make such payment in the event a bus driver or bus attendant is
7 unwilling to perform the thirty (30) hours of work or the twenty-seven and
8 one-half (27 1/2) hours of work if such hours are assigned by the Board
9

10 **28 014** Standby drivers are substitute employees who may be called to assist
11 in driving routes or other departmental work on an as-needed basis
12 Standby drivers shall be given a copy of this Agreement at the start of
13 their training
14

15 **28 015** A standby field trip assignment log (such as TR-24 revised) will be
16 posted on the bulletin board At the end of each month the log will be
17 updated Standby drivers only will be listed on this log A copy of the
18 field trip assignment log as provided herein shall be made available to
19 the Union steward concurrent with such posting
20

21 **28 016** In determining the hours assigned to a bus driver, hours shall include
22 no less than thirty (30) minutes for completing required duties other
23 than driving duties Such thirty (30) minutes shall be outside of the time
24 the driver normally departs and returns to the compound at the end of
25 his/her normal full driving day
26

27 **28.02** Reasonable effort shall be made to spread work opportunities for field trips
28 equitably among all appropriate bus drivers The Board shall post a monthly
29 current field trip assignment log in the area assigned to bus drivers in each bus
30 compound The log shall list regular drivers' field trip assignments and shall be,
31 upon request, reviewed quarterly by the Union steward and Area Supervisor The
32 following procedure shall be utilized for field trip assignments
33

34 **28.021** A regular bus driver is normally expected to be available for field trip
35 assignments A driver who does not wish to drive field trips may submit
36 such request on the proper form and he/she will not be required, except
37 in an emergency, to accept a field trip assignment Drivers who become
38 regular drivers after the beginning of the school year shall be required
39 to drive field trips and shall not have the option described above
40

41 **28 022** A driver shall not have the right to place any restrictions or conditions
42 on his/her acceptance of field trip assignments
43

44 **28.023** A regular driver shall not have the right to be reassigned a field trip when
45 he/she is assigned to drive a regular school day assigned route
46

47 **28.024** At the beginning of the month, the driver with the least number of field
48 trip hours would be at the top of the log and the driver with the most

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would be at the bottom Drivers would typically be contacted in sequence from top to bottom as trips become available

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

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

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

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

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

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

28.041 To meet the unique needs of students, up to two (2) routes per transportation area shall be exempt from the normal process of assigning routes by seniority The Area Transportation Supervisor, with approval of the Director of Transportation, shall determine which routes are exempt from assignment by seniority Only routes where the

special needs of students require selective assignment shall be eligible to be exempt This provision is effective for a two (2)-year trial basis

ARTICLE 29

EMPLOYEE RIGHTS

29 01 All reports and forms required by the Board to be completed shall be completed on paid time

29 02 Each employee shall have the right to inspect his/her permanent file(s) Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate administrator may waive the need for an appointment The employee may be accompanied by a representative of his/her choice, and a representative of the Board may also be present during such review The employee shall not permanently remove any item from his/her file, but shall be allowed copies of such at cost This section shall not be applicable to recommendations or appraisals from other employers, or other such references

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

29 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

29.022 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

29.023 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

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events giving rise to such reprimand or discipline. Provided this shall not preclude such discussion as is necessary to establish the facts and/or to process such reprimand or discipline to the School Board

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

29.04 Classified employees shall be afforded the following

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

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

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

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

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

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

ARTICLE 30

INSERVICE TRAINING

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

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ARTICLE 31

EQUAL PAY PROVISION

31 01 Any employee required to work temporarily outside of his/her classification for more than five (5) workdays in a payroll period shall receive the higher rate of pay for the entire period of the temporary assignment. Such additional compensation shall be paid as promptly as payroll procedures shall reasonably permit.

ARTICLE 32

WAGE AND SALARY SCHEDULE

32.01 Effective July 2, 2001, the Board agrees to implement the following classified wage and salary schedule

2001-2002 WAGE AND SALARY SCHEDULE

GRADE	ENTRY*	0 YRS**	1 YRS	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10YRS	L-1	L-2
15	778	788	810	830	850	865	888	908	928	958	990	1032	1065	1093
16	798	808	830	850	870	885	908	928	948	978	1018	1060	1093	1121
17	823	833	855	875	895	910	933	953	973	1003	1048	1090	1123	1151
18	848	858	880	900	920	935	958	983	1003	1033	1078	1120	1153	1181
19	878	888	910	930	950	965	988	1013	1033	1063	1119	1161	1194	1222
20	893	903	925	945	965	980	1003	1028	1048	1078	1148	1190	1223	1251
21	928	938	960	980	1000	1015	1038	1063	1083	1113	1184	1230	1263	1291
22	953	963	985	1005	1025	1050	1073	1098	1118	1148	1222	1270	1303	1331
23	973	983	1005	1025	1050	1075	1098	1123	1143	1173	1261	1310	1343	1371
24	1013	1023	1045	1065	1090	1115	1138	1170	1190	1223	1301	1350	1383	1411
25	1043	1053	1075	1095	1120	1145	1168	1200	1220	1253	1348	1400	1433	1461
26	1083	1093	1115	1135	1160	1185	1208	1240	1260	1297	1392	1445	1478	1506
27	1113	1123	1145	1165	1194	1219	1243	1275	1295	1336	1431	1485	1518	1546
28	1148	1158	1180	1200	1229	1254	1278	1310	1330	1391	1486	1545	1578	1606
29	1188	1198	1220	1240	1269	1294	1318	1355	1375	1440	1535	1595	1628	1656
30	1228	1238	1260	1280	1309	1334	1358	1395	1415	1489	1584	1645	1678	1706

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

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

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

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

- 1 **32 02** Movement of employees on the Wage and Salary Schedule is accomplished only
2 through negotiations between the Union and the Board
3
- 4 The amount of pay received by a probationary employee (entry) shall be ten cents
5 (10) per hour less than the minimum paid to nonprobationary employees
6
- 7 One (1) year of creditable service for pay purposes shall be earned by an
8 employee who works no less than one (1) day more than fifty percent (50%) of
9 his/her normal work year
10
- 11 **32 03** Employees who volunteer for assignments which generate funds, e g athletic
12 events and dances, shall be compensated at the rate of \$8 50 per hour Time
13 spent at such assignment is not subject to the overtime provisions of this
14 Agreement
15
- 16 **32 04** An employee whose normal work assignment is designed for him/her to regularly
17 report to his/her worksite between 10 P M and 3 30 A M shall receive a shift
18 premium of forty cents (40) in 1999-2000 and fifty cents (50) in 2000-2001 This
19 shift premium shall also apply to members of the Planned Maintenance Team
20 Shift premium shall not apply to special or temporary assignments such as, but
21 not limited to, field trips for bus drivers, work performed at school functions, and
22 other assignments not normally part of the employee's regular workday
23
- 24 **32.05** Effective the 1993-94 school year, all current food service workers shall be paid
25 on the existing salary schedule Food service workers hired on or after July 1,
26 1993, shall be paid at the following rates
27
- 28 Cafeteria Workers
29 Seven dollars and thirteen cents (\$7 13) per hour in 2001-2002
30
- 31 Cooks, Bakers and Cashiers
32 Seven dollars and fifty-three cents (\$7 53) per hour in 2001-2002
33
- 34 **32.06** Effective January 1, 1999, salaries for employees shall be paid by direct deposit
35
- 36 **32 07** Effective January 1, 2000, the Plant Operations and Maintenance Career Path
37 Plan shall be implemented Placement/movement of employees within this plan
38 will occur January 1 and July 1 of each year All documentation verifying
39 credentials/experience shall be submitted to the Office of Plant Operations and
40 Maintenance no later than October 15 or May 1 of each year Placement of
41 employees included in the plan will be validated after a thorough review of
42 personnel qualifications as determined by the Human Resources department A
43 maximum of six (6) years of creditable outside experience and required by job
44 description will be allowed for horizontal placement on salary schedule
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32.08 Effective January 1, 2001, the Transportation Technical Career Path Plan shall be implemented Placement/movement of employees within this plan will occur January 1 and July 1 of each year All documentation verifying credentials/experience shall be submitted to the Office of Transportation no later than October 15 or May 1 of each year Placement of employees included in the plan will be validated after a thorough review of credentials as determined by the Human Resources Department

32.09 Cafeteria Employee Pay for Performance 2001-2002

All cafeteria employees in a regularly established position (excluding temporaries and substitute employees) who meet the following criteria will be eligible to receive a one hundred dollar (\$100 00) performance bonus during the 2001-2002 school year

- a The kitchen must receive a five star on their final Five Star Quality Performance Inspection and Review occurring the second semester of the school year 2001-2002
- b The employee must receive an overall satisfactory annual evaluation for the school year 2001-2002
- c The employee must work at the school a minimum of 99 paid workdays (minimum required for year of service credit) prior to the Five Star Quality Performance Inspection and Review
- d The Pay for Performance bonus will be distributed on or before the last pay date in May, 2002

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ARTICLE 33

PROFESSIONAL/TECHNICAL WAGE AND SALARY SCHEDULE

33 01 Specific positions within this bargaining unit shall be classified as Professional/ Technical positions These positions are listed in Article I - Recognition and indicated as either "salaried" or "hourly"

33 02 (See next page for Professional/Technical Wage and Salary Schedule-Salaried)

PROFESSIONAL/TECHNICAL WAGE AND SALARY SCHEDULE

Grd	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
AA	9 39	9 55	9 71	9 87	10 04	10 21	10 38	10 55	10 73	10 91	11 10	11 29	11 48	11 67	11 87	12 07	12 27	12 48	12 69	12 90	13 12	13 34
BB	9 70	9 86	10 03	10 19	10 37	10 54	10 72	10 90	11 08	11 27	11 46	11 65	11 85	12 05	12 26	12 46	12 67	12 89	13 10	13 33	13 55	13 78
CC	10 01	10 18	10 35	10 53	10 71	10 89	11 07	11 26	11 45	11 64	11 84	12 04	12 24	12 45	12 66	12 87	13 09	13 31	13 53	13 76	14 00	14 23
DD	10 34	10 52	10 69	10 87	11 06	11 24	11 43	11 63	11 82	12 02	12 22	12 43	12 64	12 85	13 07	13 29	13 52	13 75	13 98	14 21	14 45	14 70
EE	10 68	10 86	11 04	11 23	11 42	11 61	11 81	12 01	12 21	12 42	12 63	12 84	13 06	13 28	13 50	13 73	13 96	14 20	14 44	14 68	14 93	15 18
FF	11 03	11 22	11 40	11 60	11 79	11 99	12 19	12 40	12 61	12 82	13 04	13 26	13 48	13 71	13 94	14 18	14 42	14 66	14 91	15 16	15 42	15 68
GG	11 39	11 58	11 78	11 98	12 18	12 39	12 59	12 81	13 02	13 24	13 47	13 69	13 93	14 16	14 40	14 64	14 89	15 14	15 40	15 66	15 93	16 19
HH	11 76	11 96	12 16	12 37	12 58	12 79	13 01	13 23	13 45	13 68	13 91	14 14	14 38	14 63	14 87	15 13	15 38	15 64	15 91	16 17	16 45	16 73
II	12 15	12 35	12 56	12 78	12 99	13 21	13 43	13 66	13 89	14 13	14 37	14 61	14 86	15 11	15 36	15 62	15 89	16 15	16 43	16 71	16 99	17 28
JJ	12 55	12 76	12 98	13 19	13 42	13 64	13 87	14 11	14 35	14 59	14 84	15 09	15 34	15 60	15 87	16 13	16 41	16 69	16 97	17 25	17 55	17 84
KK	12 96	13 18	13 40	13 63	13 86	14 09	14 33	14 57	14 82	15 07	15 32	15 58	15 85	16 11	16 39	16 66	16 95	17 23	17 52	17 82	18 12	18 43
LL	13 38	13 61	13 84	14 07	14 31	14 55	14 80	15 05	15 30	15 56	15 83	16 09	16 37	16 64	16 93	17 21	17 50	17 80	18 10	18 41	18 72	19 04
MM	13 82	14 06	14 29	14 54	14 78	15 03	15 29	15 54	15 81	16 07	16 35	16 62	16 90	17 19	17 48	17 78	18 08	18 38	18 70	19 01	19 33	19 66

33 03 The following articles of this agreement do not apply to Professional/Technical salaried employees as they are written in the provisions of the current contract The provisions pertaining to the Professional/Technical salaried employees relating to promotion, reclassification/transfer and overtime are found in Articles 32 and 34

Article 6 – Promotions - See Section 32 06

Article 7 – Transfer Procedure - See Section 32 07

Article 10 – Layoff - See Section 33 12

Article 28 – Overtime - Not applicable

33 04 The following articles of this agreement do not apply to Professional/Technical hourly employees as they are written in the provisions of the current contract Article 6 – Promotions - See Section 32 06

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**2001-2002 PROFESSIONAL/TECHNICAL
WAGE AND SALARY SCHEDULE - SALARIED**

Grade	Levels																					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
A	24,989.98	25,414.97	25,841.13	26,277.59	26,721.47	27,172.89	27,639.90	28,122.74	28,621.58	29,136.41	29,667.34	30,214.47	30,777.86	31,357.61	31,953.84	32,566.67	33,196.21	33,842.68	34,506.31	35,187.34	35,886.07	36,602.74
B	27,787.78	28,212.80	28,649.94	29,098.34	29,558.24	30,028.79	30,509.14	30,999.44	31,499.74	31,999.99	32,509.24	33,028.44	33,557.54	34,096.59	34,645.64	35,204.74	35,773.84	36,352.94	36,942.04	37,541.14	38,150.24	38,769.34
C	28,681.36	29,106.38	29,542.94	29,990.14	30,447.94	30,916.34	31,395.24	31,884.54	32,384.24	32,894.34	33,414.84	33,945.74	34,487.04	35,038.74	35,600.84	36,173.34	36,756.24	37,349.54	37,953.24	38,567.34	39,191.84	39,826.74
D	29,029.13	29,454.15	29,889.61	30,335.63	30,792.34	31,259.64	31,737.54	32,226.04	32,725.14	33,234.84	33,755.14	34,286.04	34,827.54	35,379.64	35,942.34	36,515.64	37,100.54	37,697.04	38,305.14	38,924.84	39,556.14	40,200.04
E	29,381.02	29,806.04	30,241.50	30,687.52	31,144.14	31,611.34	32,089.14	32,577.44	33,076.24	33,585.54	34,105.44	34,635.94	35,177.14	35,729.04	36,291.54	36,864.64	37,448.34	38,042.64	38,647.54	39,263.04	39,889.14	40,525.84
F	29,736.15	30,161.17	30,596.63	31,042.65	31,499.24	31,966.44	32,444.24	32,932.54	33,431.44	33,940.94	34,461.04	34,991.74	35,533.04	36,084.94	36,647.44	37,220.54	37,804.24	38,398.54	38,993.44	39,598.94	40,215.04	40,841.74
G	30,093.69	30,518.71	30,954.17	31,399.99	31,856.14	32,322.74	32,799.94	33,287.64	33,785.84	34,294.54	34,813.74	35,343.44	35,883.64	36,434.34	36,995.54	37,567.24	38,149.44	38,742.14	39,345.34	39,959.04	40,583.24	41,217.94
H	30,453.02	30,878.04	31,313.50	31,759.52	32,216.14	32,683.34	33,161.14	33,649.44	34,148.24	34,657.54	35,177.44	35,707.94	36,249.04	36,800.74	37,363.04	37,935.84	38,519.14	39,112.94	39,717.24	40,332.04	40,957.34	41,593.04
I	30,814.31	31,239.33	31,674.79	32,120.61	32,576.74	33,043.14	33,519.84	34,006.84	34,504.14	35,011.74	35,529.64	36,057.84	36,596.34	37,145.14	37,704.24	38,273.64	38,853.44	39,443.64	40,044.24	40,655.34	41,276.94	41,909.04
J	31,177.66	31,602.68	32,038.14	32,484.06	32,940.34	33,407.04	33,884.14	34,371.64	34,869.54	35,377.84	35,896.54	36,425.64	36,965.14	37,515.04	38,075.34	38,646.04	39,227.14	39,818.64	40,420.74	41,033.44	41,656.64	42,290.34
K	31,543.01	31,968.03	32,403.49	32,849.31	33,305.44	33,771.84	34,248.54	34,735.54	35,232.84	35,740.44	36,258.34	36,786.44	37,324.74	37,873.24	38,431.94	38,990.84	39,559.94	40,139.24	40,728.74	41,328.44	41,938.24	42,548.14
L	31,910.36	32,335.38	32,770.84	33,216.76	33,673.14	34,139.94	34,617.14	35,104.74	35,602.64	36,110.74	36,629.04	37,157.54	37,696.04	38,244.54	38,803.04	39,371.54	39,950.04	40,538.54	41,137.04	41,745.54	42,364.04	42,992.54
M	32,279.71	32,704.73	33,140.19	33,586.01	34,042.14	34,508.54	34,985.24	35,472.24	35,969.54	36,477.14	36,995.04	37,523.14	38,061.44	38,610.04	39,168.84	39,737.74	40,316.74	40,905.74	41,504.74	42,113.74	42,732.74	43,361.74
N	32,651.06	33,076.08	33,511.54	33,957.46	34,413.74	34,880.34	35,357.14	35,844.14	36,341.34	36,848.74	37,366.34	37,894.14	38,432.04	38,980.04	39,538.04	40,106.04	40,684.04	41,272.04	41,870.04	42,478.04	43,096.04	43,724.04
O	33,024.41	33,449.43	33,884.89	34,330.71	34,786.84	35,253.24	35,730.04	36,217.14	36,714.54	37,222.24	37,740.14	38,268.14	38,806.24	39,354.34	39,912.44	40,480.54	41,058.64	41,646.74	42,244.84	42,852.94	43,471.04	44,099.14
P	33,400.76	33,825.78	34,261.24	34,707.16	35,163.44	35,630.04	36,106.84	36,593.84	37,091.14	37,598.74	38,116.64	38,644.74	39,183.04	39,731.44	40,290.04	40,858.74	41,437.54	42,026.44	42,625.44	43,234.44	43,853.44	44,482.44
Q	33,779.11	34,204.13	34,639.59	35,085.41	35,541.54	36,008.04	36,484.84	36,971.84	37,469.14	37,976.74	38,494.54	39,022.54	39,560.64	40,108.74	40,666.84	41,234.94	41,813.04	42,401.14	42,999.24	43,607.34	44,225.44	44,853.54
R	34,160.46	34,585.48	35,020.94	35,466.76	35,922.84	36,389.24	36,865.94	37,352.94	37,850.24	38,357.14	38,874.54	39,401.44	39,938.84	40,485.74	41,043.14	41,610.04	42,187.44	42,775.34	43,373.74	43,982.64	44,592.04	45,211.94
S	34,543.81	34,968.83	35,404.29	35,850.11	36,306.24	36,772.64	37,249.34	37,736.34	38,233.64	38,741.14	39,258.84	39,786.74	40,324.74	40,872.84	41,430.94	41,999.04	42,577.14	43,165.24	43,763.34	44,371.44	44,989.54	45,617.64
T	34,929.16	35,354.18	35,789.64	36,235.46	36,691.54	37,157.94	37,634.64	38,121.64	38,618.94	39,126.54	39,644.44	40,172.54	40,710.64	41,258.74	41,816.84	42,384.94	42,963.04	43,551.14	44,149.24	44,757.34	45,375.44	46,003.54

- 1 Article 7 – Transfer Procedure - See Section 32 07
- 2 Article 10 – Layoff - See Section 33 12
- 3 Article 28 – Overtime – See Section 33 11
- 4
- 5 33 05 Implementation For the 2001-2002 year only and during the implementation
- 6 process of the new Professional/Technical Wage and Salary Schedule, place-
- 7 ment effective 7/1/01 shall be determined by the employee’s salary as of 6/30/01
- 8 Employees will be placed in the appropriate grade and level that most closely
- 9 corresponds to their salary or hourly rate as of the date specified above The level
- 10 is NOT necessarily the number of years of experience an employee has with
- 11 Brevard Public Schools
- 12
- 13 33 06 Promotions The term “promotion” as applied to Professional/Technical employ-
- 14 ees is defined as the advancement of an employee to a higher rated job
- 15 classification in the bargaining unit Promotional increases shall be ten percent
- 16 (10%) or the minimum of the pay grade whichever is greater The language in this
- 17 section shall be placed in effect following ratification of this Agreement Any
- 18 promotion, transfer or reclassification is only applicable following the implemen-
- 19 tation placement
- 20
- 21 33 07 Transfer/Reclassification A Professional/Technical employee shall be placed on
- 22 the salary schedule by vertical movement to the same experience level at which
- 23 he/she was paid immediately prior to such transfer/reclassification Should a
- 24 Professional/Technical employee be reclassified to a position in a lower pay
- 25 grade, such Professional/Technical employee shall be placed on the Profes-
- 26 sional/Technical Wage and Salary Schedule by using the inverse of the system
- 27 as defined in Section 33 06
- 28
- 29 33 08 In the event the Board determines to pay a salaried employee on an hourly basis,
- 30 the employee shall receive written notification such decision including the
- 31 effective dates of such change The change from salary to hourly shall not cause
- 32 the employee any loss of pay or benefits as provided in the Agreement
- 33
- 34 33 09 Newly hired Professional/Technical employees shall be placed on the appropri-
- 35 ate schedule and pay grade as indicated in Article I – Recognition of this
- 36 Agreement The level upon which the employee is placed is NOT necessarily the
- 37 number of years of employment with Brevard Public Schools The level IS the
- 38 number of years of relevant and verified years of experience a newly hired
- 39 employee brings to the District at time of hire
- 40
- 41 33 091 An employee may bring into the District up to twenty (20) years of
- 42 verified relevant experience in excess of the minimum number of years
- 43 required by the job description for purposes of further placement on the
- 44 Professional/Technical salary schedules This experience may be any
- 45 combination of inside and outside experience
- 46
- 47
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- 1 33 092 The years of experience in excess of the minimum required by the job
- 2 description are used to determine all placement above the minimum for
- 3 the pay grade on the Professional/Technical Wage and Salary Sched-
- 4 ules
- 5
- 6 33 093 For purposes of The Professional/Technical Wage and Salary Sched-
- 7 ule placement, one (1) year of experience is granted for every two (2)
- 8 years of outside relevant experience verified by a previous supervisor
- 9 in excess of the minimum required with an organization other than
- 10 Brevard Public Schools One (1) year of experience is granted for each
- 11 year of relevant, verified experience with Brevard Public Schools
- 12
- 13 33 094 Verification of experience shall comply with the form and procedures as
- 14 prescribed by the Board
- 15
- 16 33 10 Newly hired Professional/Technical employees are subject to a ninety (90) day
- 17 probationary period
- 18
- 19 33 11 Overtime This section applies to Hourly Professional/Technical employees
- 20 33 111 One and one-half (1 1/2) times the employee's regular rate shall be paid
- 21 for overtime work for all work in excess of forty (40) hours in one week
- 22 time given except in case of emergencies
- 23 33 113 Reasonable effort shall be made to allocate overtime among appropri-
- 24 ate hourly employees
- 25 33 114 The total number of hours worked and the overtime hours along with the
- 26 premium pay received for such overtime hours shall appear on the
- 27 employee's pay stub for such pay period
- 28 33 115 Any work assigned and performed on a designated paid holiday or on
- 29 a Sunday will be paid at one and one half (1 1/2) times the employee's
- 30 regular rate of pay
- 31 33 116 The Board agrees that any changes in an employee's normal work-
- 32 week hours shall not be for the purposes of circumventing the overtime
- 33 provisions of this Agreement
- 34
- 35 33 12 Reduction of Personnel (Lay-off) In the event the Board determines to reduce
- 36 the number of Professional/Technical employees in the bargaining unit, the
- 37 following procedures, processes, and requirements shall be applied to such
- 38 reductions
- 39 33 121 Job classifications(s) to be affected by reduction shall be first be
- 40 determined
- 41 33 122 A pool of employees eligible for reduction will be selected from those
- 42 employees who during the past three (3) work years have at least one
- 43 (1) annual performance evaluation rating of less than "overall satisfac-
- 44 tory" From this pool, the Board will exercise its sole discretion in
- 45 selecting the employee(s) to be reduced (When all other factors are
- 46 determined to be equal, seniority shall be among the other factors to be
- 47 considered) Employees to be laid off will have at least fifteen (15)
- 48 calendar days notice of such reduction

- 1 33 123 Should the Board determine to recall employees who have been
- 2 subject to reduction in force (lay-off), such recall shall be in the inverse
- 3 order of reduction in force (lay-off)
- 4
- 5 33 13 All Food Service Interns shall be paid at the first step in Professional/Technical
- 6 Wage and Salary Schedule (hourly), grade A, Level 0 for the duration of their
- 7 internship
- 8
- 9 33 14 Custodial employees who have earned the five percent (5%) certification
- 10 recognition as provided for in Article 1 – Recognition of this Agreement will retain
- 11 the five percent (5%) certification recognition as part of their base hourly rate only
- 12 should they be promoted to a custodial position (Custodial Supervisor, Custodial
- 13 Coordinator or Training Custodian) paid from a Professional/Technical Wage
- 14 and Salary Schedule Employees who obtain the certification while working in a
- 15 custodial position paid from a Professional/Technical Wage and Salary Sched-
- 16 ule will not earn the five percent (5%) certification recognition
- 17
- 18 33 15 Administrative Leave Salaried Professional/Technical employees may receive
- 19 at the discretion of his/her immediate supervisor approval for Administrative Paid
- 20 Leave as follows
- 21 33 151 The salaried employee is assigned to work beyond his/her normal
- 22 workweek
- 23 33 152 The time beyond such work week is recorded as required by the Board
- 24 and placed in the employee's accumulated Administrative Leave
- 25 balance
- 26 33 153 The total amount of such time that may be earned during one fiscal year
- 27 shall be limited to no more than an amount equal to the affected
- 28 employees normal work week hours
- 29 33 154 Request for such Administrative Leave shall be submitted on a form
- 30 and under procedures, processes and restrictions as required by the
- 31 Board
- 32 33 155 This leave may not be used for the same reasons as required for the use
- 33 of sick leave
- 34 33 156 Leave shall not be taken in increments of less than half (1/2) of a normal
- 35 workday unless otherwise approved by the supervisor
- 36 33 157 Effective Midnight of each June 30 all accumulated Administrative
- 37 Leave balances will become zero (0)

ARTICLE 34

EFFECT AND DURATION OF AGREEMENT

- 38
- 39
- 40
- 41 **34.01** The parties acknowledge that during negotiations which resulted in this Agree-
- 42 ment, each had the unlimited right and opportunity to make demands and
- 43 proposals with respect to any subject or matter not removed by law in the area
- 44 of collective bargaining, and that the understandings and agreements arrived at
- 45 by the parties after the exercise of that right and opportunity are set forth in this
- 46 Agreement
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34.02 This Agreement shall be effective on the date of execution except that Articles 32 and 33 shall be effective according to its terms

34.03 This Agreement shall remain in full force and effect until midnight June 30, 2002 and shall be automatically extended from month to month unless either party shall give notice to the other in writing of its desire to terminate, in which case the Agreement shall terminate in thirty (30) calendar days. Such extension of the Agreement shall not imply any obligation on the part of the Board to advance an employee from one level to another on the salary schedule

34.04 This Agreement shall be reopened for negotiations no later than May 15, 2002, except by mutual agreement between the parties. During such reopeners, negotiations shall be limited to wages, benefits, and three (3) other Articles of each party's choosing

APPENDIX

Information currently contained in this section is provided in the *Employee Benefits* handbook that is issued each year.

NON DISCRIMINATION NOTICE

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

A student having a grievance concerning discrimination may contact

Dr. Richard A. DiPatri
Superintendent
Brevard Public Schools

Marjorie Ebersbach
Assistant Superintendent
for Curriculum
Division of School Operations
Equity Coordinator

Dr. Walter Christy
Director
Secondary Education

Eva Lewis
Director
ESE Program
Support Services
ADA/Section
504 Coordinator

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera Florida 32940 6699
(321) 631 1911

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

An employee or applicant having a grievance concerning employment may contact

Bonnie L. Mozingo Director
Office of
Compensation & Benefits

Ann Marie Brush Director
Human Resources Services and
Labor Relations

Eva Lewis Director
ESE Program Support Services
ADA/Section 504 Coordinator

School Board of Brevard County
2700 Judge Fran Jamieson Way
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(321) 631 1911

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SCHOOL BOARD OF BREVARD COUNTY

2700 Judge Fran Jamieson Way

Viera, Florida 32940-6699

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