

#820844

# AGREEMENT

between the

SCHOOL BOARD OF  
BREVARD COUNTY



and the

*(Classified  
em's)*

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES

LOCAL 1010

*2,600  
em's*



1999-2001

X-6/30/01

~~3~~ 3/12/01

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**ARTICLE I**  
**RECOGNITION**

1  
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3  
4  
5 **1 01** The School Board of Brevard County (hereinafter "Board") hereby recognizes  
6 Local 1010, International Brotherhood of Painters and Allied Trades, AFL-CIO  
7 (hereinafter "Union") as the exclusive bargaining representative for all classified  
8 employees listed in Section 1 02  
9

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

|    | <b>Classification Title</b>                                                     | <b>Pay Grade</b> |
|----|---------------------------------------------------------------------------------|------------------|
| 1  |                                                                                 |                  |
| 2  | Teacher Assistant I - Ex Ed Emotionally Handicapped <sup>2</sup>                | 16               |
| 3  | Teacher Assistant I - Ex Ed Profoundly Handicapped <sup>2</sup>                 | 16               |
| 4  | Teacher Assistant I - Disadvantaged <sup>2</sup>                                | 16               |
| 5  | *Teacher Assistant I - Special Assignment <sup>2</sup>                          | 16               |
| 6  | Teacher Assistant I - School Age Child Care <sup>2</sup>                        | 16               |
| 7  | Teacher Assistant - Technology Support <sup>2</sup>                             | 17               |
| 8  | Teacher Assistant II <sup>2</sup>                                               | 17               |
| 9  | Teacher Assistant II - Exceptional Ed <sup>2</sup>                              | 17               |
| 10 | Teacher Assistant II - Infant Day Care/ETP <sup>2</sup>                         | 17               |
| 11 | Title I - Neglected/Delinquent Centers Data Specialist/Instructional Asst II    | 19               |
| 12 | Title I Parent Education Assistant II <sup>2</sup>                              | 18               |
| 13 | Title I (Migrant) Home School Liason Assistant I <sup>2</sup>                   | 16               |
| 14 | Title I Instructional Assistant II <sup>2</sup>                                 | 18               |
| 15 | Tutorial Program Specialist                                                     | 20               |
| 16 | Vision Screening Specialist                                                     | 17               |
| 17 | Word Processing Specialist                                                      | 18               |
| 18 |                                                                                 |                  |
| 19 | <u>CUSTODIAL</u>                                                                |                  |
| 20 | Custodian                                                                       | 15               |
| 21 | Head Custodian I                                                                | 19               |
| 22 | Head Custodian II                                                               | 20               |
| 23 | State Certified Custodian - additional 5% to regular hourly rate                |                  |
| 24 |                                                                                 |                  |
| 25 | <u>EQUIPMENT REPAIR AND TECHNICAL</u>                                           |                  |
| 26 | Electronics Repairman                                                           | 23               |
| 27 | Electronics Technician                                                          | 25               |
| 28 | Computer Technician                                                             | 26               |
| 29 |                                                                                 |                  |
| 30 | <u>FINANCE AND ACCOUNTING</u>                                                   |                  |
| 31 | Accountant                                                                      | 24               |
| 32 | Accounting Clerk                                                                | 19               |
| 33 | Accounting and Investment Specialist                                            | 22               |
| 34 | Chief Accounting Clerk                                                          | 20               |
| 35 | Elementary School Bookkeeper                                                    | 18               |
| 36 | Middle School Bookkeeper                                                        | 19               |
| 37 | Senior High Bookkeeper                                                          | 20               |
| 38 | Property Records Clerk                                                          | 17               |
| 39 |                                                                                 |                  |
| 40 | <u>FOOD SERVICE</u>                                                             |                  |
| 41 | Baker <sup>1</sup>                                                              | 16               |
| 42 | Cafetena Worker <sup>3</sup>                                                    | 15               |
| 43 | Cafetena Cashier <sup>4</sup>                                                   | 16               |
| 44 | Cook <sup>1</sup>                                                               | 16               |
| 45 |                                                                                 |                  |
| 46 | <u>MAINTENANCE, CONSTRUCTION AND TRADES</u> (Note Job classifications listed in |                  |
| 47 | <i>italics</i> will no longer be in effect after January 1, 2000                |                  |
| 48 | <i>Air Conditioning/Refrigeration Mechanic</i>                                  | 25               |

|    | <b>Classification Title</b>        | <b>Pay Grade</b> |
|----|------------------------------------|------------------|
| 1  |                                    |                  |
| 2  | <i>Boiler Mechanic</i>             | 25               |
| 3  | <i>Boiler Technician</i>           | 26               |
| 4  | Building Safety Inspector          | 22               |
| 5  | <i>Cabinetmaker</i>                | 24               |
| 6  | <i>Carpenter</i>                   | 23               |
| 7  | Carpenter 1                        | 23               |
| 8  | Carpenter 2                        | 24               |
| 9  | Carpenter 3                        | 25               |
| 10 | <i>Chiller Mechanic Specialist</i> | 26               |
| 11 | Construction Inspector             | 28               |
| 12 | <i>Control Repairman</i>           | 25               |
| 13 | Design Draftsman                   | 28               |
| 14 | <i>Electrician</i>                 | 25               |
| 15 | Electrician 1                      | 24               |
| 16 | Electrician 2                      | 25               |
| 17 | Electrician 3                      | 26               |
| 18 | Electrician 4                      | 27               |
| 19 | Environmental Specialist I         | 30               |
| 20 | Equipment Operator 1               | 20               |
| 21 | Equipment Operator 2               | 23               |
| 22 | Expediting Coordinator             | 28               |
| 23 | Facilities Maintenance Technician  | 27               |
| 24 | Field Project Coordinator          | 30               |
| 25 | Fire Alarm Repair Mechanic 1       | 25               |
| 26 | Fire Alarm Repair Mechanic 2       | 26               |
| 27 | Fire Alarm Repair Mechanic 3       | 27               |
| 28 | <i>Fire Alarm Technician</i>       | 23               |
| 29 | Fire Extinguisher Mechanic         | 21               |
| 30 | <i>Floor Covering Installer</i>    | 21               |
| 31 | Floor Covering Installer 1         | 22               |
| 32 | Floor Covering Installer 2         | 23               |
| 33 | Floor Covering Installer 3         | 24               |
| 34 | Gas Appliance Repair 1             | 24               |
| 35 | Gas Appliance Repair 2             | 25               |
| 36 | Gas Appliance Repair 3             | 26               |
| 37 | <i>General Repairman</i>           | 19               |
| 38 | <i>Heavy Equipment Operator</i>    | 22               |
| 39 | HVAC/R 1                           | 25               |
| 40 | HVAC/R 2                           | 26               |
| 41 | HVAC/R 3                           | 27               |
| 42 | HVAC/R 4                           | 28               |
| 43 | Intercom Repair Mechanic 1         | 25               |
| 44 | Intercom Repair Mechanic 2         | 26               |
| 45 | Intercom Repair Mechanic 3         | 27               |
| 46 | <i>Light Equipment Operator</i>    | 17               |
| 47 | <i>Locksmith</i>                   | 21               |
| 48 | Locksmith 1                        | 22               |

|    | <b>Classification Title</b>              | <b>Pay Grade</b> |
|----|------------------------------------------|------------------|
| 1  |                                          |                  |
| 2  | Locksmith 2                              | 23               |
| 3  | Maintenance Communicator                 | 19               |
| 4  | <i>Maintenance Worker</i>                | 16               |
| 5  | Maintenance Helper                       | 18               |
| 6  | <i>Mason</i>                             | 21               |
| 7  | Mason 1                                  | 23               |
| 8  | Mason 2                                  | 24               |
| 9  | Mason 3                                  | 25               |
| 10 | <i>Painter</i>                           | 21               |
| 11 | Painter 1                                | 22               |
| 12 | Painter 2                                | 23               |
| 13 | Painter 3                                | 24               |
| 14 | Pest Control Mechanic                    | 21               |
| 15 | <i>Plumber</i>                           | 24               |
| 16 | Plumber 1                                | 24               |
| 17 | Plumber 2                                | 25               |
| 18 | Plumber 3                                | 26               |
| 19 | Plumber 4                                | 27               |
| 20 | Power Tool/Equipment Mechanic            | 23               |
| 21 | Pool Mechanic                            | 22               |
| 22 | Project Administrative Specialist        | 24               |
| 23 | <i>Roofer</i>                            | 22               |
| 24 | Roofer 1                                 | 23               |
| 25 | Roofer 2                                 | 24               |
| 26 | Roofer 3                                 | 25               |
| 27 | <i>Small Engine Mechanic</i>             | 20               |
| 28 | Waste Water Treatment Plant Mechanic     | 27               |
| 29 | Welder                                   | 22               |
| 30 |                                          |                  |
| 31 | <b><u>MATERIALS AND DISTRIBUTION</u></b> |                  |
| 32 | Driver/Courier                           | 17               |
| 33 | Film Repairman/Scheduler                 | 16               |
| 34 | Microfilm Technician                     | 16               |
| 35 | Parts Specialist                         | 25               |
| 36 | Stores Clerk                             | 16               |
| 37 | Storekeeper                              | 20               |
| 38 | Surplus Property Clerk                   | 17               |
| 39 | Tractor Trailer Driver                   | 19               |
| 40 | Vehicle Parts Inventory Clerk            | 20               |
| 41 |                                          |                  |
| 42 | <b><u>MECHANICAL REPAIR</u></b>          |                  |
| 43 | Machinist-Mechanic                       | 24               |
| 44 | Mechanic                                 | 23               |
| 45 | Mechanic Helper                          | 16               |
| 46 | Paint and Body Mechanic                  | 23               |
| 47 |                                          |                  |
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| Classification Title | Pay Grade |
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| Classification Title | Pay Grade |
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| 48                   |           |

PRINTING

|                         |    |
|-------------------------|----|
| Bindery Technician      | 18 |
| Compositor (Typesetter) | 21 |
| Graphic Designer        | 23 |
| Key Operator            | 18 |
| Photolithographer       | 23 |
| Printer                 | 22 |
| Printer Apprentice      | 15 |

TRANSPORTATION

|                                 |    |
|---------------------------------|----|
| Bus Attendant                   | 16 |
| Bus Driver                      | 19 |
| Route Specialist/Trainer        | 21 |
| Transportation Accounting Clerk | 20 |
| Transportation Office Clerk     | 17 |

The normal workday for most employees is eight (8) hours. In some cases eight (8) hour personnel 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 **Standard**
- (2) For these positions the normal workday is six and one-half (6.5) hours, or as are dictated by the project
- (3) The normal workday for this position will not exceed four (4) hours **Maximum**
- (4) The normal workday for this position will not exceed four (4) hours **Standard**

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

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

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

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

- 1 The description of normal workdays and/or work hours as found herein shall not  
2 be construed to limit the Board's authority to schedule employees' workdays and/  
3 or work hours so that during the period of time that school is not in regular session  
4 in the summer such schedule may reflect four (4) days at ten (10) hours per day  
5 rather than five (5) days at eight (8) hours per day for such summer period only  
6 During such summer time, employees who normally work less than forty (40)  
7 hours per week may have their workweek adjusted pro-rata at the Board's  
8 discretion Such schedule adjustment shall not necessitate the requirement of  
9 the parties to conduct any further negotiations on the subject When employees'  
10 workdays and work hours are changed to four (4) days per week during the  
11 summertime, all holidays falling during such time shall be paid at ten (10) hours  
12 holiday pay Employees so scheduled shall be scheduled for breaks as provided  
13 in Article 26 of this Agreement provided that for the summer period one (1) of two  
14 (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes  
15
- 16 **1 03** As used herein the term "employee" shall refer to all those persons included in  
17 the bargaining unit described in Section 1 02 except substitute employees,  
18 temporary employees, and persons employed under the Comprehensive Educa-  
19 tion and Training Act (CETA) and/or programs approved by the Private Industry  
20 Council  
21
- 22 **1 031** A regular employee is a person employed a full day, full year for a  
23 prescribed position In the absence of any other directive, a full day  
24 shall be deemed to be eight (8) hours (Section 1 02)  
25
- 26 **1 032** A part-time employee is a person employed a full year, but less than a  
27 full day, for a prescribed position  
28
- 29 **1 033** A temporary employee is a person employed for an approved position  
30 to which he/she is temporarily assigned for a period not to exceed four  
31 (4) calendar months or to replace a regular employee or part-time  
32 employee on a leave of absence for a period not to exceed four (4)  
33 calendar months  
34
- 35 **1 034** A substitute employee is a person who replaces a regular, part-time or  
36 temporary employee on a day-to-day basis A person shall not remain  
37 a substitute employee after having been assigned to work for more than  
38 twenty (20) continuous working days within a prescribed position In  
39 the event the position in which the substitute has been working as  
40 described herein becomes vacant, such substitute shall not automati-  
41 cally be entitled to such position and the position shall be subject to  
42 the procedures for filling vacant position as otherwise provided in this  
43 Agreement "Prescribed position" as used herein shall mean the  
44 position assignment of a particular individual employee and shall not be  
45 construed to broadly apply to all employees within a classification title  
46
- 47 **1 035** Cafeteria employees hired after July 1, 1993, whose normal workday  
48 is four (4) hours or less, shall not be eligible for any fringe benefits as

1 provided by the Board Such benefits shall include medical insurance,  
2 life insurance, and the like  
3

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

23 Bus drivers who are designated temporarily as Leads for the purposes of  
24 assisting in other assignments, including CDL training, shall receive an increase  
25 of ten percent (10%) of his/her salary for the duration of such temporary  
26 assignment  
27

28 **1 05** An employee assigned additional hours of work at his/her regular assigned work  
29 site and within his/her job classification shall be paid at his/her regular rate up to  
30 forty (40) hours  
31

32 **1 06** Employees whose normal work year is less than twelve (12) months and who  
33 apply for summer employment shall be utilized for such employment provided  
34 that in the judgment of the Board the employee is qualified for such employment  
35 and is physically able to perform such work  
36

37 **\*1 07** This classification is reserved for those Teacher Assistants who are assigned to  
38 work with a specific child in the exceptional education program and such  
39 assignment necessitates the Teacher Assistant and student remaining together  
40 for the duration of the student's school years Should the Teacher Assistant no  
41 longer have the assignment as shown above, the other provisions of the  
42 Collective Bargaining Agreement will control  
43

44 **1 08** The Board and the Union agree to form a six (6) member committee of equal  
45 representation appointed by the parties for the purpose of reviewing the District's  
46 job descriptions for unit employees This committee shall review all special  
47 licenses and certifications, e g , Automotive Service Excellence (ASE), etc , for  
48 unit job classifications submitted to it and make recommendations to the Board

1 and Union Negotiators If there is a mutually agreed to need for additional  
2 committee members, equal numbers shall be appointed by both parties

3  
4 **1 09** 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 10** The Board and the Union agree to form a six (6)-member committee of equal  
10 representation appointed by the parties to study wages and salaries of unit  
11 employees and submit a report to the Union and the Board negotiators If there  
12 is a mutually agreed to need for additional committee members, equal numbers  
13 shall be appointed by both parties

## 14 **ARTICLE 2**

### 15 **DUES CHECKOFF**

16  
17  
18  
19 **2 01** The Board will deduct from the pay of each employee from whom it receives  
20 authorization to do so, an amount equal to the dues specified in the Union Bylaws  
21 Such dues deduction shall not be changed more than one time during the fiscal year  
22 Notice of such change shall be received by the Board no later than sixty (60) calendar  
23 days prior to the payroll date on which such change is to become effective Such dues  
24 change as provided herein shall only apply to the monthly uniform amount which is  
25 deducted from the employee's check and shall not apply to any other deductions In  
26 the event that the amount of an employee's check is not sufficient to cover the dues  
27 deduction such deduction shall be made for both payroll periods in the next payroll  
28 period in which the amount due the employee is sufficient to cover the dues  
29 deduction Existing dues deduction priority shall not be changed except as mandated  
30 by law or by mutual agreement between the Board and the Union

31  
32 **2 02** Said amount shall be deducted per payroll period and remitted to the Union  
33 (including employee names, totals, and social security numbers) on or before the  
34 tenth day following the last regular paydate of each month The amount of each  
35 biweekly deduction shall be equal to one-twentieth (1/20) of the applicable  
36 annual dues The amount of each monthly deduction shall be equal to one-tenth  
37 (1/10) of the annual applicable dues In addition to the annual dues deduction the  
38 Board shall deduct as additional dues one percent (1%) of the gross wage earned  
39 each payroll period

40  
41 **2 03** In each fiscal year, deductions for annual dues shall begin on a mutually agreed  
42 upon date in September and end upon a mutually agreed upon date in June to  
43 achieve the purposes of Article 2 02, except the one percent (1%) shall be  
44 deducted for all pay periods

45  
46 **2 04** The deductions and employee authorizations of Article 2 01 and 2 02 above shall  
47 remain in full force during the term of the Agreement as specified in Florida  
48 Statutes, section 447 303 The Board agrees to provide the Union on a monthly

1 basis with information as to which employees have revoked dues deduction as  
2 provided herein

3  
4 **2 05** The Board will deduct from the pay of each new employee from whom it receives  
5 authorization to do so an initiation fee equal to twenty (20) times the employee's  
6 hourly rate The initiation fee is to be deducted over a four (4) month period at  
7 five (5) times the hourly rate per month and remitted to the local Union on or before  
8 the tenth (10th) day following the pay date

9  
10 **2 06** There shall be no charge to the Union for dues deductions and initiation fee  
11 deductions

12  
13 **2 07** The Union agrees to hold harmless the Board and all of its agents and employees  
14 against any charges or complaints, provided only that the Board has complied  
15 with all of its obligations under this Article

16  
17 **2 08** The Board agrees to deduct from the pay of each employee from whom it receives  
18 authorization to do so a uniform amount per payroll period and to remit same to  
19 the Union at the time and in the same manner described in Article 2 02 Such  
20 deduction shall only be used by the Union for contributions to charitable and/or  
21 Union insurance programs designated by the Union

22  
23 **2 09** The Board agrees to deduct from the pay of employees who authorize the Board  
24 to do so through procedures described herein for the dues deduction, the amount  
25 of ten dollars per school year, a political contribution to the Union's Political Action  
26 Committee Such ten dollars (\$10 00) shall be deducted in the amount of fifty  
27 cents (\$ 50) per payroll period PAC deductions shall be transmitted to the Union  
28 in the same manner as regular dues and may be revoked as provided for dues  
29 deduction in this Article Effective July 1, 1994, PAC deductions as provided  
30 herein shall be remitted to the Union in a separate check

### 31 **ARTICLE 3**

### 32 **RESPONSIBILITY**

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34  
35  
36 **3 01** It is expressly understood and agreed that all functions, rights, powers, or  
37 authority of the administration of the school district and of the Board which are not  
38 specifically limited by the language of this Agreement are retained by the Board  
39 provided, however, that no such right shall be exercised so as to violate any other  
40 specific provisions of this Agreement

41  
42 **3 02** The Superintendent or designee shall advise the Union, in writing, of proposed  
43 changes requiring the approval of the School Board in job classifications,  
44 regulations, and policies directly affecting members of the bargaining unit prior  
45 to the implementation of the same The Superintendent or designee shall likewise  
46 afford the Union an opportunity to submit its views in writing in advance with  
47 respect to such changes prior to School Board action

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## ARTICLE 4

### NONDISCRIMINATION

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- 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

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

**ARTICLE 6**  
**PROMOTIONS**

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2  
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5 **6 01** The term "promotion" as used in this Article means the advancement of an  
6 employee to a higher rated job classification or the same classification and/or pay  
7 grade with additional hours of work in such classification and/or pay grade within  
8 the bargaining unit  
9

10 **6 02** All promotional vacancies within the bargaining unit for regular employment will  
11 be posted by the Assistant Superintendent, Human Resources Services or  
12 designee on Union and other appropriate bulletin boards (see Article 5 for  
13 locations of such) The notices shall include the job classification, rate of pay,  
14 work location, and the nature of the job requirements Such posting shall be for  
15 a period of not less than five (5) days exclusive of Saturday, Sunday, and  
16 observed legal holidays A copy of the notice shall also be sent to the business  
17 agent of the Union or designee  
18

19 **6 03** During the period of posting, employees, except probationary employees, who  
20 wish to apply for the open position, including employees on layoff, may do so The  
21 application shall be in writing and on a standard form furnished by the Board and  
22 such shall be submitted to the Human Resources office or such other location(s)  
23 as may be specified in the notice In the event an employee applicant for a posted  
24 promotional position is denied the opportunity to be interviewed for such position,  
25 the employee may request the Director of Human Resources/Labor Relations to  
26 ascertain the reason(s) such interview was unavailable  
27

28 **6 04** The Board shall permanently fill such job vacancies from among those persons  
29 who have applied who are judged by the Board to be most qualified for the position  
30 and from this group the most senior qualified employee, if any, will fill the vacancy  
31 Nothing contained herein shall be construed to prohibit the Board from filling a  
32 vacant position within the same pay grade by administrative transfer with agree-  
33 ment of the employee who is selected for transfer In the event the Board elects to  
34 so fill a vacant position, the posting and selection procedures as described herein  
35 shall be applied to the vacancy created by such administrative transfer  
36

37 **6 041** An employee who is on layoff and applies for a posted vacancy shall be  
38 offered the position prior to a non-employee, provided the employee is  
39 the most qualified applicant and has satisfactory evaluations and  
40 exemplary attendance as defined in Article 13 07  
41

42 **6 05** A notice listing those employees who have applied for the position(s) and the  
43 employee(s) recommended for such position(s) shall be posted, with a copy to  
44 all employee applicants and the Union, at the worksite having the vacancy within  
45 two (2) workdays of the recommendation and be posted for a period of at least  
46 ten (10) workdays The failure of an employee to receive such copy shall not be  
47 construed so as to limit the Board's authority to select promotional assignments  
48 as provided herein



1 7 05 In the selection of employees requesting transfer, the Board shall include  
2 seniority among the pertinent determinative factors. If the senior employee is not  
3 selected, the Board shall notify such senior employee in writing  
4

## 5 ARTICLE 8

### 6 UNION RIGHTS

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8  
9 8 01 UNION LEAVE - Unpaid leave of absence shall be granted by the Board to  
10 employees to serve in the Brevard County Division of Local Union 1010 upon  
11 written application of such employee(s) at least thirty (30) days prior to the date  
12 such leave is to begin. Such leave shall not be for less than one (1) calendar year  
13 and shall be renewable for no longer than the duration of this Agreement upon  
14 proper reapplication. No more than two (2) employees shall be granted such  
15 leave in any one year. The employee(s) shall accrue seniority while on such leave  
16 not to exceed two (2) years and shall not be applicable to movement on the wage  
17 and salary schedule. At the end of said leave the employee(s) may return to his/  
18 her previous job classification pursuant to Article 10 of this Agreement. Except as  
19 provided above, this section shall not be subject to the provisions of Article 9 01  
20 of this Agreement, and provided further that an employee on such leave shall not  
21 be eligible for other benefits provided by the Board for regular employees  
22

23 8 011 Employees granted leave under 8 01 above shall be allowed to  
24 participate in Board approved benefit plans, Florida Retirement, and  
25 Social Security plans which are available to other unit employees.  
26 Such participation shall be at no cost to the Board. Procedures shall be  
27 developed which are mutually acceptable to the Board and the Union.  
28 Mutual agreement or the lack of same shall not be subject to the  
29 grievance procedure of this Agreement  
30

31 8 02 LEAVE FOR UNION SERVICE - Leave of absence without pay shall be granted  
32 to employee(s) for the purpose of participating in Union activities. No more than  
33 ten (10) workdays per school year shall be used for such purpose under the  
34 following conditions  
35

36 1 No less than one (1) workday may be taken at any one time  
37

38 2 No more than two (2) employees shall be absent from any single  
39 worksite at the same time, provided the employees are not in the same  
40 job classification  
41

42 3 The cost of substitute(s) incurred as a result of such leave shall be at  
43 the expense of the Union  
44

45 4 No more than five (5) days notice shall be required for such leave  
46 application  
47  
48





- 1           **10 012** An employee who is within twenty-four (24) calendar months of fulfilling  
2 the legal length of service requirement necessary for vesting retirement  
3 rights in the Florida Retirement System and who is not otherwise  
4 entitled to countywide bumping rights may, at his/her option be pro-  
5 vided the opportunity for such countywide bumping rights An em-  
6 ployee holding more than one (1) position shall establish seniority in  
7 each position independently provided his/her bumping rights shall be  
8 limited to the primary position  
9
- 10           **10 013** An employee who is promoted or transferred to another job classification  
11 within the bargaining unit and thereafter is affected by layoff or reduction  
12 in hours of work may exercise his/her seniority for bumping purposes in  
13 the job classification held immediately prior to such transfer or promotion  
14 as a regular employee In the event an employee is selected by the Board  
15 for involuntary transfer to another classification within the bargaining unit  
16 and thereafter is affected by layoff, he/she may exercise his/her seniority  
17 for bumping purposes sequentially to the two (2) job classifications held  
18 immediately prior to such involuntary transfer Provided this section shall  
19 not be construed so as to entitle any employee to recall right prescribed  
20 in Section 10 01 to the job classification into which he/she had been  
21 originally promoted or transferred  
22
- 23           **10 014** A list of employees on layoff shall be made available to all worksites  
24 Such employees shall be offered the opportunity to substitute in their  
25 laid-off classification before other or non-employees are utilized If  
26 utilized such employees shall receive the substitute rate of pay  
27
- 28           **10 02** Subject to the preceding paragraphs, a bumping procedure shall be utilized to  
29 layoff in succession the most junior employees provided the remaining employ-  
30 ees are able and qualified to perform the work remaining In the event the Board  
31 effectuates the bumping procedure as described herein and as a result of such  
32 procedure an employee bumps into a position which he/she had bumping rights  
33 and the employee refuses to accept the assignment, the Board may dismiss the  
34 employee for refusal to accept the assignment The right to waive bumping rights  
35 and accept layoff shall be limited to those layoff situations where a reduction of  
36 hours is effectuated and shall not apply to an employee who suffers layoff as a  
37 result of the Board reducing the number of employees  
38
- 39           **10 021** Effective July 1, 1997, no bumping will result from the changes in hours  
40 and/or the elimination of dual positions in the cafeterias Beginning with  
41 the school year 1999-2000, bumping will be based on the **Standard**  
42 hours of six (6) hours for Cooks/Bakers, four (4) hours for Cashiers  
43 Bumping for Cafeteria Workers will be based on a **Maximum** of four (4)  
44 hours  
45
- 46           **10 03** Employees to be laid off will have at least fifteen (15) calendar days notice of  
47 layoff The Union shall receive a list of employees to be laid off on the same date  
48 the notices are issued to the employees

1 **10 04** For the purposes of this Article and Article 6 (Promotions), a seniority list shall be  
2 provided to the Union within sixty (60) days of this Agreement's effective date, and  
3 quarterly thereafter  
4

5 **10 05** The employment of persons under the programs approved by the Private Industry  
6 Council (PIC) shall not cause the displacement or cutback of employees in  
7 affected job classifications. In the event of any cutbacks in work opportunities or  
8 layoffs, employees paid under PIC in the affected job classification shall be  
9 displaced before any other employees in such classifications

10  
11 **10 06** The Board agrees to reopen negotiations on the impact that the Modified School  
12 Calendar operations may have on employees prior to further implementation  
13

14 **10 07** Employees who have been reassigned to another work location due to the closing  
15 of their school, shall have the right to return to that location if the Board reopens  
16 such school within a twelve (12) calendar month period following the relocation  
17 of the affected employees  
18

## 19 **ARTICLE 11**

### 20 **TERMINATION OF EMPLOYMENT**

21  
22  
23 **11 01** An employee who has completed ninety (90) calendar days of continuous service  
24 shall not thereafter be discharged except for just cause. Extensions to this period  
25 for no more than sixty (60) calendar days may be granted by mutual written  
26 consent of the Board and the employee. An employee on a paid leave of absence  
27 shall be deemed to be in continuous service. Employees who have not  
28 completed such period of employment may be discharged without recourse and  
29 shall not be subject to Article 12 herein nor otherwise challengeable under any  
30 other provisions of this Agreement  
31

32 **11 02** An employee whose employment with the Board is terminated (other than layoff)  
33 and thereafter is reemployed by the Board in the same job classification that he/  
34 she held immediately prior to termination shall be placed at the beginning level  
35 of his/her pay grade upon such reemployment. Provided that this provision may  
36 apply at the Board's discretion to such employees whose reemployment date falls  
37 within the six (6) calendar months immediately following the date of termination  
38 as provided herein  
39

40 **11 03** The term "just cause" as used herein shall include but not be limited to the  
41 following reasons. It is agreed that an employee whom the Board determines to  
42 have committed any of the acts listed below shall be cause for immediate  
43 termination. This paragraph shall not be construed so as to require the Board to  
44 terminate an employee when it is determined by the Board that other disciplinary  
45 action may be more appropriate  
46  
47  
48



1 employee's file stating that termination was not necessary for the  
2 infractions giving rise to the actions of (a), (b), or (c)

3  
4 The term "offense" as used herein shall not be construed so as to  
5 necessarily mean the same offense and may be applied to any act of  
6 the employee whether or not of the same type  
7

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

11  
12 **11 035** The written actions in 11 034 above shall have as part of their content  
13 the briefly stated reasons for the discipline  
14

## 15 **ARTICLE 12**

### 16 **GRIEVANCE PROCEDURE**

17  
18  
19 **12 01** A grievance shall mean a complaint that there has been an alleged violation,  
20 misinterpretation or misapplication of any provisions of this Agreement  
21

22 **12 02** All employees and the Union shall have the right to present grievances in  
23 accordance with the following procedures  
24

25 **12 021** Failure of the grievant to act on any grievance within the prescribed time  
26 limits will act as a bar to any further appeal and an administrator's failure  
27 to act within the time limits shall automatically appeal the grievance  
28 through Step III of the procedure. The time limits, however, may be  
29 extended by mutual agreement in writing  
30

31 **12 022** An investigation or handling or processing of any grievance shall be  
32 conducted so as not to interfere with the instructional program and with  
33 as little disruption of the employee's and/or the steward's work activity  
34 as possible  
35

36 **12 023** Step I and Step II grievance meetings may be scheduled during the  
37 employee's work hours when practicable. If a grievance meeting shall  
38 be convened by the administrator during an employee's working hours  
39 the employee shall suffer no loss of pay thereby  
40

41 **12 024** A Union steward and/or Union representative shall have the right to be  
42 present at all meetings under this procedure. The Union steward and/  
43 or Union representative shall suffer no loss of pay due to such  
44 attendance  
45

46 **12 025** No reprisals of any kind shall be taken against any participant in the  
47 grievance procedure by reason of such participation  
48

- 1       **12 03** The following steps are to be followed in the handling of all grievances  
2  
3       **12 031 Step I (Informal)**  
4               The employee and, if the employee desires a Union steward, shall first  
5               meet informally with his/her supervisor in an effort to resolve the  
6               grievance. In the event that the grievant's supervisor is not the  
7               designated grievance administrator for the employee, the designated  
8               grievance administrator shall have the immediate supervisor present at  
9               this meeting  
10  
11       **12 032 Step II (Formal)**  
12               If not satisfied with the resolution of the grievance at Step I, the grievant  
13               may submit the completed grievance form to the grievance administra-  
14               tor. The completed grievance form shall state the nature of the  
15               grievance, shall note the specific clause(s) of the Agreement affected,  
16               and the remedy requested. The filing of the grievance at Step II must  
17               be within sixteen (16) working days of the event giving rise to the  
18               grievance. Within five (5) working days of receipt of the Step II filing,  
19               the grievance administrator, the grievant and the Union steward shall  
20               meet in an effort to resolve the dispute. The grievant and the grievance  
21               administrator may mutually agree to waive the necessity to conduct the  
22               Step II meeting and allow the grievance to proceed to Step III. The  
23               grievance administrator shall submit his/her written decision to the  
24               grievant, with a copy to the Union, within seven (7) working days of the  
25               Step II meeting, or if no Step II meeting is held, within five (5) working  
26               days of the execution of the waiver as described herein  
27  
28       **12 033 Step III (Formal)**  
29               Within seven (7) days of the receipt of the Step II decision or the  
30               execution of the Step II waiver, the grievant, if not satisfied with the  
31               resolution of the grievance at Step II, may submit the completed  
32               grievance form to the Superintendent or designee. Within seven (7)  
33               days of the Step III filing the Superintendent or designee shall meet with  
34               the grievant and Union representative in an effort to resolve the  
35               grievance. The grievant may be accompanied by a Union representa-  
36               tive. The Superintendent or designee shall submit his/her written  
37               decision to the employee, with a copy to the Union, within seven (7)  
38               workdays of the Step III meeting  
39  
40       **12 034 Step IV (Formal)**  
41               Within sixteen (16) calendar days of the Step III decision, the Union  
42               may, by mutual agreement of the Board, submit any grievance to  
43               mediation to be conducted by the Federal Mediation and Conciliation  
44               Service (FMCS). If so submitted, the time limit for filing for arbitration  
45               shall automatically be extended by ten (10) calendar days from the date  
46               mediation is concluded  
47  
48



1 a child, spouse, parent, brother, sister, grandparent, grandchild, aunt, uncle,  
2 niece, nephew, child's spouse, father-in-law, mother-in-law, sister-in-law, brother-  
3 in-law, or a person residing in the same household as the employee  
4

5 In the event an employee terminates his/her employment and has not accrued the  
6 four (4) days of sick leave available to him/her, the Board shall withhold from the  
7 employee's pay the average daily amount for sick leave used but unearned  
8

9 Sick leave days shall be used for absences during the regularly scheduled  
10 workday to the extent of the total number of days the employee has accumulated  
11 from year to year Pay for each day of sick leave utilized shall be calculated at  
12 the employee's straight time hourly rate Sick leave pay shall be applicable to  
13 regularly scheduled workdays only As used herein "day" shall mean the normal  
14 workday of the employee  
15

16 In the event an employee has exhausted all his/her sick leave and he/she shall  
17 qualify for additional sick leave use, he/she shall be allowed to use his/her  
18 accrued vacation leave in lieu of sick leave provided that the use of such accrued  
19 sick leave must be for the same purpose(s) as are authorized for use of regularly  
20 accrued sick leave  
21

22 **13 011** Employees who are selected for summer work shall accrue and may  
23 use sick leave during such summer assignment  
24

25 **13 02 PERSONAL LEAVE** - Except as otherwise provided herein, an employee shall  
26 be granted up to six (6) days of accumulated sick leave from the employee's  
27 personal sick leave balance each fiscal year for personal reasons as provided  
28 herein  
29

30 **13 021** Written application for such leave shall be submitted to the supervisor,  
31 except in an emergency, no less than two (2) workdays prior to the  
32 beginning of such leave  
33

34 **13 022** Each application for such leave shall reflect as the reason for the leave  
35 request the following disclaimer ***The purpose for which this leave***  
36 ***is taken is not a violation of the provisions of the Collective***  
37 ***Bargaining Agreement***  
38

39 **13 023** Personal leave shall not accumulate from year to year  
40

41 **13 024** Personal leave shall be granted subject to the following conditions  
42

43 **13 0241** The length of such leave shall be for no less than one-half  
44 (1/2) of the employee's assigned workday unless otherwise  
45 allowed by the supervisor  
46

47 **13 0242** No more than eight percent (8%) or one (1), whichever is  
48 greater, of employees at any given worksite shall be absent

1 on such leave at any given time, provided such limitation shall  
2 be waived by the Board at its discretion without precedent  
3 The term "worksite" as used herein shall mean the cost center  
4 to which the employee is assigned for payroll purposes  
5

6 **13 0243** Such leave shall not be granted under any of the following  
7 conditions

- 8 (a) activities which could result in taxable income to the  
9 employee  
10 (b) to attend to Union (including any other employee  
11 organization which has represented or sought to rep-  
12 resent public employees in collective bargaining) as-  
13 sociated business  
14 (c) any form of work stoppage  
15

16 **13 03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE**

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

38 **13 04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA**

39 If an employee is called for jury duty or is otherwise subpoenaed, except for any  
40 action in which he/she or the Union is a party, the proper leave application shall  
41 be submitted An employee shall receive his/her regular salary calculated at the  
42 employee's straight time This language shall apply to summons or subpoena  
43 received by an employee's dependent minor when the circumstances make it  
44 necessary for the employee to accompany his/her minor dependent to the court  
45 proceedings  
46  
47  
48

1 **13 05 PROFESSIONAL LEAVE**

2 Professional leave of absence not to exceed thirty (30) calendar days may be  
3 granted to employees, provided regular employees with at least one (1) full year  
4 of employment may be granted professional leave up to one (1) calendar year  
5

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

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

18 **13 06 SICK LEAVE BANK**

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

27 **13 07 SICK LEAVE BUY BACK**

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

## ARTICLE 14

### LEAVE WITHOUT PAY

#### 14 01 LEAVE OF ABSENCE

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

#### 14 02 MATERNITY LEAVE

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

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

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

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

**14 024** Upon return from maternity leave, the employee shall furnish a certification by her physician that she is medically able to perform her duties. This statement and all others furnished by the employee's physician shall be provided at the sole expense of the employee.

**14 025** An employee who has been granted maternity leave may apply for an extension of such leave for child rearing. Upon approval such extension shall begin immediately following the expiration of maternity leave and be for a period of time not to exceed a total of twelve (12) calendar months.

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

1 **14 03 MILITARY LEAVE**

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

14 **14 031** Military leave for employees with fewer than twelve (12) months of  
15 employment shall not be granted unless the military certifies that special  
16 training is needed to maintain status and is not available during summer  
17 vacations  
18

19 Employees with twelve (12) month employment status may be granted  
20 military leave during the the employment period  
21

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

28 **14 04 EXTENDED ILLNESS**

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

43 The Board shall continue to grant full insurance benefits to such employees for a  
44 period of sixty (60) calendar days, provided that an additional twenty-five (25)  
45 calendar days be granted to such employees who are disabled because of injuries  
46 received while in the performance of work assigned by the Board  
47  
48

1 If such employee shall continue to be sick or disabled, he/she may apply for one  
2 (1) additional year of leave without pay by filing a request for the same in writing to  
3 the Superintendent or designee no later than April 1  
4

#### 5 **14 05 CONTINUATION OF BENEFITS**

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

#### 15 **14 06 REEMPLOYMENT RIGHTS**

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

## 28 **ARTICLE 15**

### 29 **VACATIONS**

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32 **15 01** Employees shall be entitled to vacation time during which they shall be paid their  
33 regular straight time hourly rate times the number of hours in their normal workday  
34

35 **15 02** Such employees shall be entitled to vacation time according to the following  
36 schedule  
37

38 **15 021** Continuous service of not more than five (5) years - one day for each  
39 full month of employment not to exceed twelve (12) days  
40

41 **15 022** Continuous service of at least five (5) full years and not more than ten  
42 (10) years - one and one quarter (1 1/4) days for each full month of  
43 employment not to exceed fifteen (15) days  
44

45 **15 023** Continuous service of at least ten (10) full years - one and one-half  
46 (1 1/2) days for each full month of employment not to exceed eighteen  
47 (18) full days  
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## ARTICLE 16

### HOLIDAYS

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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, Memorial Day, April 21, 2000, and April 13, 2001

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

- 26  
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31
- 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

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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

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

## ARTICLE 17

### TERMINAL PAY

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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



## ARTICLE 20

### HOSPITAL AND MEDICAL INSURANCE

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5 **20 01** The parties agree that hospital and medical benefits and options shall be made  
6 available for employees to select under the district flexible benefit plan. A  
7 document containing information on insurance and other benefits shall be  
8 distributed to the employees no later than three (3) weeks prior to the re-enrollment  
9 deadline. Specific rates are shown for informational purposes in the Appendix of  
10 this Agreement. Effective January 1, 2000, the Board agrees to contribute to the  
11 district flexible benefit plan \$250.00 to the Health Maintenance Organization  
12 (HMO) option, \$245.00 per month for employee electing the Exclusive Provider  
13 Option (EPO) or \$310.00 per month for employees electing the Preferred Provider  
14 Organization (PPO) option. Effective January 1, 2000, an employee who exer-  
15 cises his/her option to opt out of the district flexible compensation plan shall  
16 receive the amount of \$657.00 (\$54.75 per month). In addition, the Board shall  
17 provide the following benefits:

18  
19 1 A vision insurance plan which covers each individual employee at no  
20 cost to the employee. Such plan shall include the option of dependent  
21 coverage which each employee may choose to take as part of his/her  
22 flex dollar expenditure.

23  
24 2 Dental insurance option(s) which each employee may choose to take  
25 as part of his/her flex dollar expenditure. Such plan shall include both  
26 single and dependent coverage.

27  
28 3 The Union shall be invited to submit to the Board written recommenda-  
29 tions as to the content of bid specifications for the district hospitaliza-  
30 tion/medical options and benefit plan as provided herein. The Union  
31 shall be provided a copy of such final bid specifications prior to such  
32 being recommended to the School Board for approval.

33  
34 20 011 For calendar year 2000, the Board will offer at least one Preferred  
35 Provider Organization (PPO)-type option and one Health Maintenance  
36 Organization (HMO)-type option with no increase in the employee's  
37 contribution toward premiums for "employee only" coverage over  
38 calendar 1999 contribution rates. For calendar year 2001, the Union  
39 and Board agree to return to the table to negotiate the impact of any  
40 changes in insurances.

41  
42 **20 02** The Board shall continue to provide employees at the time of normal  
43 retirement the option of participation in the Board's medical insurance  
44 program which is provided for regular employees of the Board.

## ARTICLE 21

### SAFETY AND HEALTH PROVISIONS

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5 **21 01** Any employee who is required to undergo a medical examination as a condition of  
6 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 reasonable  
9 time, the employee may be terminated or otherwise disciplined.  
10
- 11 **21 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 **21 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 **21 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 **21 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 **21 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.  
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- 42 **21 07** The Board shall make available to each bus driver appropriate disinfectant,  
43 gloves and absorbent cloths for clean-up purposes.  
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## ARTICLE 22

### STEWARDS' RIGHTS

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5 **22 01** Stewards may be designated by the Union to facilitate the implementation of  
6 this Agreement, provided that no more than two (2) stewards shall be designated  
7 for any single work location [see Article 5 for such location(s)], and provided  
8 further that for senior high schools or where there are more than fifty (50)  
9 employees in any one work location, the Union may designate three (3) stewards  
10 A list of such stewards shall be provided to the Board  
11
- 12 **22 02** The Union shall be allowed to additionally designate three (3) employees as chief  
13 stewards Such chief stewards may serve as the Union representative in the  
14 processing of grievances provided written prior notice of such service is provided  
15 to the Board by the Union A chief steward may also perform such duties as are  
16 prescribed for other stewards herein Provided actions by the chief stewards  
17 shall be subject to the same restrictions as those placed on other stewards  
18
- 19 **22 03** The Union may, at its option, designate no more than seven (7) Union  
20 representatives who are not employees of the Board The Union shall submit a  
21 listing of such representatives in writing to the Director of Labor Relations To the  
22 extent that their activity does not interfere with instructional activity or the work of  
23 other workers, the Union representatives or stewards shall be allowed to  
24
- 25 **22 031** Investigate and process grievances  
26
- 27 **22 032** Post Union notices  
28
- 29 **22 033** Solicit Union membership during employee's non-working time  
30
- 31 **22 034** Attend negotiating meetings  
32
- 33 **22 035** Transmit communications, authorized by the Union or its representa-  
34 tives, to the Board's representative  
35
- 36 **22 036** Consult with representatives of the Board, or other Union representatives  
37 concerning the enforcement of any provisions of this Agreement  
38
- 39 **22 037** The designated Union steward at each location shall be the designated  
40 employee for the purposes of Articles 5 01, 21 03, and 22 01 The Union shall  
41 submit in writing the name of the designated Union steward at each location  
42 to the administrative head of such location prior to such steward performing  
43 any of the functions provided herein A districtwide master list of all designated  
44 shop stewards showing the name, classification and work location shall be  
45 provided in writing to the Director of Labor Relations Such listings to be  
46 provided no later than August 15 each year and updated, to reflect changes,  
47 no later than January 1 each year This provision shall not be construed so  
48 as to restrict the Union's right to alter the list as the need arises

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## ARTICLE 23

### GENERAL SAVINGS

23 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.

23 02 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447.309 of the Florida Statutes.

## ARTICLE 24

### SUBCONTRACTING

24 01 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so.

## ARTICLE 25

### INDIVIDUAL AGREEMENT

25 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.

25 02 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees except as the needs of the school district clearly require.

## ARTICLE 26

### REST AND LUNCH

26 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.

| <b>1</b>  | <b>ASSIGNED TO BE PRESENT</b>                                                                                                         | <b>BREAKS</b>             |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>2</b>  | Less than 4 hours                                                                                                                     | None                      |
| <b>3</b>  | 4 hours                                                                                                                               | One 10 minute paid rest   |
| <b>4</b>  | More than 4 but less than 6 hours                                                                                                     | One 10 minute paid rest   |
| <b>5</b>  | 6 hours                                                                                                                               | One 10 minute paid rest   |
| <b>6</b>  |                                                                                                                                       | One 30 minute unpaid meal |
| <b>7</b>  | More than 6 hours                                                                                                                     | Two 10 minute paid rests  |
| <b>8</b>  |                                                                                                                                       | One 30 minute unpaid meal |
| <b>9</b>  |                                                                                                                                       |                           |
| <b>10</b> | This rest and lunch provision shall not be applicable to bus drivers nor bus attendants who work less than seven (7) continuous hours |                           |
| <b>11</b> |                                                                                                                                       |                           |

**ARTICLE 27**

**CLOTHING**

**17**     **27 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.

**27**     **27 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.

**35**             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.

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

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## ARTICLE 28

### OVERTIME

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

28 011 All work performed in excess of forty (40) hours in one week

28 012 All work performed in excess of ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time except employees regularly scheduled to work ten (10) hours for four (4) days per week shall receive overtime pay for hours in excess of the (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time

28 02 There shall be no compensatory time given except in case of emergencies

28 03 Reasonable effort shall be made to allocate overtime among appropriate employees Overtime worked by employees at each work location for the preceding pay period shall be posted at that work location Such posting shall include year-to-date overtime

28 04 An employee shall receive a minimum of two (2) hours pay for being called in to work after his/her normal working hours This section shall not apply to an extension of work hours immediately prior to or following the regular work day

28 05 The total number of hours worked and the overtime hours along with the premium pay received for such overtime hours shall appear on the employee's pay stub for such pay period

28 06 Any work assigned and performed on a designated paid holiday or on a Sunday will be paid at one and one half (1 1/2) times the employee's regular rate of pay

28 07 The Board agrees that any changes in an employee's normal workweek hours shall not be for the purpose of circumventing the overtime provisions of this Agreement

## ARTICLE 29

### BUS DRIVERS

28 01 Bus drivers shall be in two (2) classifications Regular and standby

28 011 Regular bus drivers and regular bus attendants shall be assigned to established routes as their primary assignment They may be assigned other departmental work as the needs of the district clearly require They shall not be assigned other departmental work as their primary assignment Employees assigned other departmental duties in order to

1 work the guaranteed workweek of thirty-five (35) or twenty-seven and  
2 one-half (27 1/2) hours shall not be assigned to the cleaning of  
3 restrooms or mowing of grass  
4

5 **29 012** Regular bus drivers are regular employees and shall receive no less  
6 than thirty-five (35) hours of pay for each full five (5) day week of work  
7 Regular bus attendants shall receive no less than twenty-seven and  
8 one-half (27 1/2) hours of pay for each full five (5) day week of work If  
9 a regular driver or bus attendant shall request in writing the opportunity  
10 to work less than the above mentioned applicable thirty-five (35) hours  
11 or twenty-seven and one-half (27 1/2) hours per week during a specific  
12 school year or a portion thereof and the Board shall agree to such  
13 reduced workweek, the terms "thirty-five (35)" and "twenty-seven and  
14 one-half (27 1/2)" as used in this section shall be reduced with respect  
15 to such driver or attendant for such number of hours as are agreed upon  
16 between the driver or attendant and the Board A copy of such  
17 adjustment shall be forwarded to the Union as soon as practicable  
18

19 Regular bus drivers and regular bus attendants shall accumulate these  
20 thirty-five (35) hours and twenty-seven and one-half (27 1/2) hours  
21 respectively in each full five (5) day workweek but not including  
22 Saturday and Sunday or after 5 30 p m  
23

24 **29 013** The bumping procedure as provided in Article 10 of this Agreement  
25 shall only be applied to bus drivers and/or bus attendants when all of  
26 the conditions below are met  
27 a Reduction of hours for regular bus drivers when such  
28 reduction affects hours above thirty-five (35) hours in one week and  
29 such reduction is for more than sixty (60) minutes per  
30 normal workday  
31 b Reduction of hours for regular bus attendants when such  
32 reduction affects hours above twenty-seven and one-half  
33 (27 1/2) in one week and such reduction is more than sixty (60)  
34 minutes per normal workday  
35

36 Neither thirty-five (35) hours of pay nor twenty-seven and one-half  
37 (27 1/2) hours of pay as used herein shall be construed so as to  
38 obligate the Board to make such payment in the event a bus driver  
39 or bus attendant is unwilling to perform the thirty-five (35) hours of  
40 work or the twenty-seven and one-half (27 1/2) hours of work if such  
41 hours are assigned by the Board  
42

43 **29 014** Standby drivers are substitute employees who may be called to assist  
44 in driving routes or other departmental work on an as-needed basis  
45 Standby drivers shall be given a copy of this Agreement at the start of  
46 their training  
47  
48

1           **29 015** A standby field trip assignment log (such as TR-24 revised) will be  
2 posted on the bulletin board. At the end of each month the log will be  
3 updated. Standby drivers only will be listed on this log. A copy of the  
4 field trip assignment log as provided herein shall be made available to  
5 the Union steward concurrent with such posting.  
6

7           **29 016** In determining the hours assigned to a bus driver, hours shall include  
8 no less than thirty (30) minutes for completing required duties other  
9 than driving duties. Such thirty (30) minutes shall be outside of the time  
10 the driver normally departs and returns to the compound at the end of  
11 his/her normal full driving day.  
12

13       **29 02** Reasonable effort shall be made to spread work opportunities for field trips  
14 equitably among all appropriate bus drivers. The Board shall post a monthly  
15 current field trip assignment log in the area assigned to bus drivers in each bus  
16 compound. The log shall list regular drivers' field trip assignments and shall be,  
17 upon request, reviewed quarterly by the Union steward and Area Supervisor. The  
18 following procedure shall be utilized for field trip assignments.  
19

20           **29 021** A regular bus driver is normally expected to be available for field trip  
21 assignments. A driver who does not wish to drive field trips may submit  
22 such request on the proper form and he/she will not be required, except  
23 in an emergency, to accept a field trip assignment. Drivers who become  
24 regular drivers after the beginning of the school year shall be required  
25 to drive field trips and shall not have the option described above.

26           **29 022** A driver shall not have the right to place any restrictions or conditions  
27 on his/her acceptance of field trip assignments.  
28

29           **29 023** A regular driver shall not have the right to be reassigned a field trip when  
30 he/she is assigned to drive a regular school day assigned route.  
31

32           **29 024** At the beginning of the month, the driver with the least number of field  
33 trip hours would be at the top of the log and the driver with the most  
34 would be at the bottom. Drivers would typically be contacted in  
35 sequence from top to bottom as trips become available.  
36

37           **29 025** Exceptions to the procedure as outlined above will be made at the  
38 discretion of the Area Coordinator when the needs of the school district  
39 can be best met by making these exceptions.  
40

41           **29 026** The spreading of opportunities for field trips will be accomplished over  
42 a substantial period of time, but within each normal work year.  
43

44           **29 027** The assignment of drivers to drive under the SCATS program shall be  
45 at the Board's discretion, provided that the making of such assignments  
46 shall cause no violation of the procedures as described herein for field  
47 trip assignments.  
48



1 present during such review The employee shall not permanently remove any  
2 item from his/her file, but shall be allowed copies of such at cost This section shall  
3 not be applicable to recommendations or appraisals from other employers, or  
4 other such references  
5

6 **30 021** When any complaint, reprimand, or other such evaluative material is  
7 added, deleted, or changed in an employee's permanent file(s), a copy  
8 of the same shall be made available to the employee, who shall  
9 acknowledge receipt of the same If any employee is required to sign  
10 any such material within his/her file, such signature shall designate  
11 receipt only and not agreement  
12

13 **30 0211** If the Board chooses not to investigate a complaint, no copy  
14 or record shall be placed in the employee's personnel or  
15 department file Uninvestigated complaints shall not be  
16 used as a basis for any reprimand, other disciplinary action,  
17 or evaluation  
18

19 **30 022** All employees shall have the right to comment, responsively, without  
20 censorship, on all such evaluative material and said comments shall be  
21 included in their official records Any such response must be  
22 submitted within fifteen (15) work days after such material is provided to  
23 the employee Such response shall be attached to file copies of such  
24 evaluative material to which the response is directed Material shall be  
25 released outside of the Board as required by law and as the interests of  
26 the Board and/or the employee clearly require If released, the  
27 employee shall be advised of the same to the extent permitted by law  
28

29 **30 023** An employee shall be entitled to have present a representative when  
30 being officially reprimanded or disciplined No reprimand or discipline  
31 shall be discussed by the administrator(s) or representative involved  
32 in the presence of students, parents, or employees not involved in the  
33 events giving rise to such reprimand or discipline Provided this shall  
34 not preclude such discussion as is necessary to establish the facts and/  
35 or to process such reprimand or discipline to the School Board  
36

37 **30 03** Employees who utilize time clocks shall clock in by their scheduled start time and  
38 shall be allowed to clock out up to six (6) minutes prior to their scheduled quitting  
39 time All employees will be required to utilize time clocks by June 30, 1999  
40

41 **30 04** Classified employees shall be afforded the following  
42

43 **30 041** An employee required by the Board to provide his/her personal  
44 transportation shall be reimbursed by the Board at no less than the  
45 rate allowed by law Such requirement shall not include routine travel  
46 to and from the employee's home and the worksite to which assigned  
47  
48



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## ARTICLE 33

### WAGE AND SALARY SCHEDULE

30 01 Effective July 2, 1999, the Board agrees to implement the following classified wage and salary schedule

#### 1999-2000 WAGE AND SALARY SCHEDULE

10

| GRADE | ENTRY*0 YRS**1 YRS | 2 YRS       | 3 YRS       | 4 YRS       | 5 YRS       | 6 YRS       | 7 YRS       | 8 YRS       | 9 YRS       | 10 YRS | L 1 | L 2 |
|-------|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------|-----|-----|
| 11    | 15                 | 7 35 7 45   | 7 67 7 87   | 8 07 8 27   | 8 45 8 65   | 8 85 9 05   | 9 15 9 35   | 9 47 9 89   | 10 22 10 50 | 10 78  |     |     |
| 12    | 16                 | 7 55 7 65   | 7 87 8 07   | 8 27 8 42   | 8 65 8 85   | 9 05 9 35   | 9 75 10 17  | 10 50 10 78 |             |        |     |     |
| 13    | 17                 | 7 80 7 90   | 8 12 8 32   | 8 52 8 67   | 8 90 9 10   | 9 30 9 60   | 10 05 10 47 | 10 80 11 08 |             |        |     |     |
| 14    | 18                 | 8 05 8 15   | 8 37 8 57   | 8 77 8 92   | 9 15 9 40   | 9 60 9 90   | 10 35 10 77 | 11 10 11 38 |             |        |     |     |
| 15    | 19                 | 8 35 8 45   | 8 67 8 87   | 9 07 9 22   | 9 45 9 70   | 9 90 10 20  | 10 76 11 18 | 11 51 11 79 |             |        |     |     |
| 16    | 20                 | 8 50 8 60   | 8 82 9 02   | 9 22 9 37   | 9 60 9 85   | 10 05 10 35 | 11 05 11 47 | 11 80 12 08 |             |        |     |     |
| 17    | 21                 | 8 85 8 95   | 9 17 9 37   | 9 57 9 72   | 9 95 10 20  | 10 40 10 70 | 11 41 11 87 | 12 20 12 48 |             |        |     |     |
| 18    | 22                 | 9 10 9 20   | 9 42 9 62   | 9 82 10 07  | 10 30 10 55 | 10 75 11 05 | 11 79 12 27 | 12 60 12 88 |             |        |     |     |
| 19    | 23                 | 9 30 9 40   | 9 62 9 82   | 10 07 10 32 | 10 55 10 80 | 11 00 11 30 | 12 18 12 67 | 13 00 13 28 |             |        |     |     |
| 20    | 24                 | 9 70 9 80   | 10 02 10 22 | 10 47 10 72 | 10 95 11 27 | 11 47 11 80 | 12 58 13 07 | 13 40 13 68 |             |        |     |     |
| 21    | 25                 | 10 00 10 10 | 10 32 10 52 | 10 77 11 02 | 11 25 11 57 | 11 77 12 10 | 13 05 13 57 | 13 90 14 18 |             |        |     |     |
| 22    | 26                 | 10 40 10 50 | 10 72 10 92 | 11 17 11 42 | 11 65 11 97 | 12 17 12 54 | 13 49 14 02 | 14 35 14 63 |             |        |     |     |
| 23    | 27                 | 10 70 10 80 | 11 02 11 22 | 11 51 11 76 | 12 00 12 32 | 12 52 12 93 | 13 88 14 42 | 14 75 15 03 |             |        |     |     |
| 24    | 28                 | 11 05 11 15 | 11 37 11 57 | 11 86 12 11 | 12 35 12 67 | 12 87 13 48 | 14 43 15 02 | 15 35 15 63 |             |        |     |     |
| 25    | 29                 | 11 45 11 55 | 11 77 11 97 | 12 26 12 51 | 12 75 13 12 | 13 32 13 97 | 14 92 15 52 | 15 85 16 13 |             |        |     |     |
| 26    | 30                 | 11 85 11 95 | 12 17 12 37 | 12 66 12 91 | 13 15 13 52 | 13 72 14 46 | 15 41 16 02 | 16 35 16 63 |             |        |     |     |

27  
28 \*Employees remain at entry level until they have completed the probationary period

29  
30 \*\*Employees remain at 0 Year level until they have completed one (1) year of creditable service for pay purposes

31  
32  
33 Longevity 1 - Employees with eleven (11) or more years of creditable service for pay purposes will be paid at L-1 level

34  
35  
36 Longevity 2 - Employees with fifteen (15) or more years of creditable service for pay purposes will be paid at L-2 level

1 **33 011** Effective June 30, 2000, the Board agrees to implement the following classified wage  
2 and salary schedule  
3

4 **2000-2001 WAGE AND SALARY SCHEDULE**  
5

| 6  | GRADE | ENTRY* | 0 YRS** | 1 YRS | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 6 YRS | 7 YRS | 8 YRS | 9 YRS | 10 YRS | L 1   | L 2   |
|----|-------|--------|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|-------|-------|
| 7  | 15    | 7 70   | 7 80    | 8 02  | 8 22  | 8 42  | 8 57  | 8 80  | 9 00  | 9 20  | 9 50  | 9 82  | 10 24  | 10 57 | 10 85 |
| 8  | 16    | 7 90   | 8 00    | 8 22  | 8 42  | 8 62  | 8 77  | 9 00  | 9 20  | 9 40  | 9 70  | 10 10 | 10 52  | 10 85 | 11 13 |
| 9  | 17    | 8 15   | 8 25    | 8 47  | 8 67  | 8 87  | 9 02  | 9 25  | 9 45  | 9 65  | 9 95  | 10 40 | 10 82  | 11 15 | 11 43 |
| 10 | 18    | 8 40   | 8 50    | 8 72  | 8 92  | 9 12  | 9 27  | 9 50  | 9 75  | 9 95  | 10 25 | 10 70 | 11 12  | 11 45 | 11 73 |
| 11 | 19    | 8 70   | 8 80    | 9 02  | 9 22  | 9 42  | 9 57  | 9 80  | 10 05 | 10 25 | 10 55 | 11 11 | 11 53  | 11 86 | 12 14 |
| 12 | 20    | 8 85   | 8 95    | 9 17  | 9 37  | 9 57  | 9 72  | 9 95  | 10 20 | 10 40 | 10 70 | 11 40 | 11 82  | 12 15 | 12 43 |
| 13 | 21    | 9 20   | 9 30    | 9 52  | 9 72  | 9 92  | 10 07 | 10 30 | 10 55 | 10 75 | 11 05 | 11 76 | 12 22  | 12 55 | 12 83 |
| 14 | 22    | 9 45   | 9 55    | 9 77  | 9 97  | 10 17 | 10 42 | 10 65 | 10 90 | 11 10 | 11 40 | 12 14 | 12 62  | 12 95 | 13 23 |
| 15 | 23    | 9 65   | 9 75    | 9 97  | 10 17 | 10 42 | 10 67 | 10 90 | 11 15 | 11 35 | 11 65 | 12 53 | 13 02  | 13 35 | 13 63 |
| 16 | 24    | 10 05  | 10 15   | 10 37 | 10 57 | 10 82 | 11 07 | 11 30 | 11 62 | 11 82 | 12 15 | 12 93 | 13 42  | 13 75 | 14 03 |
| 17 | 25    | 10 35  | 10 45   | 10 67 | 10 87 | 11 12 | 11 37 | 11 60 | 11 92 | 12 12 | 12 45 | 13 40 | 13 92  | 14 25 | 14 53 |
| 18 | 26    | 10 75  | 10 85   | 11 07 | 11 27 | 11 52 | 11 77 | 12 00 | 12 32 | 12 52 | 12 89 | 13 84 | 14 37  | 14 70 | 14 98 |
| 19 | 27    | 11 05  | 11 15   | 11 37 | 11 57 | 11 86 | 12 11 | 12 35 | 12 67 | 12 87 | 13 28 | 14 23 | 14 77  | 15 10 | 15 38 |
| 20 | 28    | 11 40  | 11 50   | 11 72 | 11 92 | 12 21 | 12 46 | 12 70 | 13 02 | 13 22 | 13 83 | 14 78 | 15 37  | 15 70 | 15 98 |
| 21 | 29    | 11 80  | 11 90   | 12 12 | 12 32 | 12 61 | 12 86 | 13 10 | 13 47 | 13 67 | 14 32 | 15 27 | 15 87  | 16 20 | 16 48 |
| 22 | 30    | 12 20  | 12 30   | 12 52 | 12 72 | 13 01 | 13 26 | 13 50 | 13 87 | 14 07 | 14 81 | 15 76 | 16 37  | 16 70 | 16 98 |

23  
24 \*Employees remain at entry level until they have completed the probationary period  
25

26 \*\*Employees remain at 0 Year level until they have completed one (1) year of creditable  
27 service for pay purposes  
28

29 Longevity 1 - Employees with eleven (11) or more years of creditable service for pay  
30 purposes will be paid at L-1 level  
31

32 Longevity 2 - Employees with fifteen (15) or more years of creditable service for pay purposes  
33 will be paid at L-2 level  
34

35 **33 02** Movement of employees on the Wage and Salary Schedule is accomplished only  
36 through negotiations between the Union and the Board  
37

38 The amount of pay received by a probationary employee (entry) shall be ten cents  
39 ( 10) per hour less than the minimum paid to nonprobationary employees  
40

41 One (1) year of creditable service for pay purposes shall be earned by an  
42 employee who works no less than one (1) day more than fifty percent (50%) of  
43 his/her normal work year  
44

45 **33 03** Employees who volunteer for assignments which generate funds, e g athletic  
46 events and dances, shall be compensated at the rate of \$8 50 per hour Time  
47 spent at such assignment is not subject to the overtime provisions of this  
48 Agreement

1 **33 04** An employee whose normal work assignment is designed for him/her to regularly  
2 report to his/her worksite between 10 P M and 3 30 A M shall receive a shift  
3 premium of forty cents ( 40) in 1999-2000 and fifty cents ( 50) in 2000-2001 This  
4 shift premium shall also apply to members of the Planned Maintenance Team  
5 Shift premium shall not apply to special or temporary assignments such as, but  
6 not limited to, field trips for bus drivers, work performed at school functions, and  
7 other assignments not normally part of the employee's regular workday  
8

9 **33 05** Effective the 1993-94 school year, all current food service workers shall be paid  
10 on the existing salary schedule Food service workers hired on or after July 1,  
11 1993, shall be paid at the following rates  
12

13 Cafetena Workers

14 Six dollars and seventy cents (\$6 70) per hour in 1999-2000

15 Seven dollars and five cents (\$7 05) per hour in 2000-2001  
16

17 Cooks, Bakers and Cashiers

18 Seven dollars and ten cents (\$7 10) per hour in 1999-2000

19 Seven dollars and forty-five cents (\$7 45) per hour in 2000-2001  
20

21 **33 06** Effective January 1, 1999, salaries for employees shall be paid by direct deposit  
22

## 23 **ARTICLE 34**

### 24 **EFFECT AND DURATION OF AGREEMENT**

25  
26  
27 **34 01** The parties acknowledge that during negotiations which resulted in this Agree-  
28 ment, each had the unlimited right and opportunity to make demands and  
29 proposals with respect to any subject or matter not removed by law in the area  
30 of collective bargaining, and that the understandings and agreements arrived at  
31 by the parties after the exercise of that right and opportunity are set forth in this  
32 Agreement  
33

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

37 **34 03** This Agreement shall remain in full force and effect until midnight June 30, 2001  
38 and shall be automatically extended from month to month unless either party shall  
39 give notice to the other in writing of its desire to terminate, in which case the  
40 Agreement shall terminate in thirty (30) calendar days Such extension of the  
41 Agreement shall not imply any obligation on the part of the Board to advance an  
42 employee from one level to another on the salary schedule  
43

44 **34 04** This Agreement shall be reopened for negotiations no later than May 15, 2001,  
45 except by mutual agreement between the parties During such reopeners,  
46 negotiations shall be limited to wages, benefits, and three (3) other Articles of  
47 each party's choosing  
48

# APPENDIX

## Employee Hospitalization/Medical Plan

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

### Brevard Partnership Preferred Provider Organization (PPO)

Deductibles and stop loss levels will be as follows for the twelve (12) month period from January 1, 2000 through December 31, 2000

| <u>Plan Benefit/Employee Responsibility</u> | <u>Stop Loss</u>                   |
|---------------------------------------------|------------------------------------|
| 85/15 (In Network) Individual               | Individual \$2,000 (In Network)    |
| 70/30 (Out of Network)                      | Family \$4,000 (In Network)        |
|                                             | Individual \$4,000(Out of Network) |
|                                             | Family \$8,000(Out of Network)     |

  

| <u>Deductible</u> |       |                  |
|-------------------|-------|------------------|
| Individual        | \$300 | (In Network)     |
| Family            | \$600 | (In Network)     |
| Individual        | \$400 | (Out of Network) |
| Family            | \$800 | (Out of Network) |

During the plan year January 1, 2000 through December 31, 2000, only expenses incurred in the plan year will be allowed to count toward the deductible for that plan year

PPO-Plan Co-payment \$20 00 for each in-Network nonsurgical office visit Outpatient surgery covered the same as if surgery was performed as an inpatient

The following additional benefits will continue to be effective January 1, 2000

- A One annual cancer screening to include Mammogram, PAP smear, colorectal, prostate, blood test for ovarian cancer as applicable Such annual tests shall be covered at 100% in network and 70% out of network
- B Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating pharmacies after \$7 00 co-payment for generic, \$15 00 co-payment for preferred brand name drugs and \$30 00 for non-preferred brand name drugs The above co-payments will be applied to each prescription and each refill
- C Mail order service for long-term maintenance prescription drugs is available, limited to a 90 day supply, with a co-payment of \$14 00 for generic drugs, \$28 00 for preferred brand name drugs and \$60 00 for non-preferred brand name drugs

1 **Monthly rates for the period January 1, 2000 through December 31, 2000 for**  
2 **Brevard Partnership PPO**

3  
4

|                     | <u>Premium Amount</u> | <u>Board Contribution</u> | <u>Employee Contribution</u> |
|---------------------|-----------------------|---------------------------|------------------------------|
| 5 Employee          | \$389 00              | \$310 00                  | \$79 00                      |
| 6 Employee /Spouse  | \$707 00              | \$310 00                  | \$397 00                     |
| 7 Employee/Children | \$540 00              | \$310 00                  | \$230 00                     |
| 8 Employee/Family   | \$837 00              | \$310 00                  | \$527 00                     |

9

10 **Health First or Aetna Health Maintenance Organizations (HMO)**

11 Monthly rates for the period January 1, 2000 through December 31, 2000

12  
13

|                      | <u>Premium Amount</u> | <u>Board Contribution</u> | <u>Employee Contribution</u> |
|----------------------|-----------------------|---------------------------|------------------------------|
| 14 Employee          | \$250 00              | \$250 00                  | 0                            |
| 15 Employee/Spouse   | \$460 00              | \$250 00                  | \$210 00                     |
| 16 Employee/Children | \$357 00              | \$250 00                  | \$107 00                     |
| 17 Employee/Family   | \$535 00              | \$250 00                  | \$285 00                     |

18 Co-payment for each participating doctor office visit - \$15 00

19  
20 Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating  
21 pharmacies after \$7 00 co-payment for generic and \$10 00 co-payment for preferred  
22 brand name drugs and \$30 00 for non preferred brand name drugs The above co-  
23 payments will be applied to each prescription and each refill

24  
25 Mail order service for long-term maintenance prescription drugs is available, limited to  
26 a 90 day supply, with a co-payment of \$14 00 for generic drugs, \$28 00 for preferred  
27 brand name drugs and \$60 00 for non-preferred brand name drugs

28  
29 Employees must elect a primary care physician to provide primary care and to direct  
30 covered persons to other specialists

31  
32 **Brevard Partnership Exclusive Provider Organization (EPO)**

33

|                      | <u>Premium Amount</u> | <u>Board Contribution</u> | <u>Employee Contribution</u> |
|----------------------|-----------------------|---------------------------|------------------------------|
| 34 Employee          | \$260 00              | \$245 00                  | \$15 00                      |
| 35 Employee/Spouse   | \$483 00              | \$245 00                  | \$238 00                     |
| 36 Employee/Children | \$367 00              | \$245 00                  | \$122 00                     |
| 37 Employee/Family   | \$575 00              | \$245 00                  | \$330 00                     |

38 Co-payment for each participating doctor office visit - \$15 00

39  
40 Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating  
41 pharmacies after \$7 00 co-payment for generic drugs, a \$14 00 co-payment for  
42 preferred brand name drugs and a \$30 00 co-payment for non-preferred drugs The  
43 above co-payments will be applied to each prescription and each refill

1 Mail order service for long-term maintenance prescription drugs is available, limited to  
2 a 90 day supply, with a co-payment of \$14 00 for generic drugs, \$28 00 for preferred  
3 brand name drugs and \$60 00 for non-preferred brand name drugs  
4

5 Employees must elect a primary care physician to provide primary care and to direct  
6 covered persons to other specialists  
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3 IN WITNESS WHEREOF, the parties hereto have caused their duly  
4 authorized representatives to execute this negotiated Agreement on this  
5 28th day of September, 1999, to be effective as stated herein  
6  
7

8 **THE SCHOOL BOARD OF BREVARD COUNTY**  
9

10  
11 By Paula E. Keibel  
12  
13 Chairman

14  
15  
16  
17 *AMB* Attest [Signature]  
18 Superintendent of Schools  
19

20  
21  
22 **LOCAL 1010, INTERNATIONAL BROTHERHOOD OF PAINTERS**  
23 **AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 78**  
24

25  
26  
27 By [Signature]  
28 Business Manager/Chief Negotiator  
29

30  
31  
32 Attest [Signature]  
33 Special Representative  
34  
35  
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### NON DISCRIMINATION NOTICE

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

A student having a grievance concerning discrimination may contact

|                                |    |                              |                                |
|--------------------------------|----|------------------------------|--------------------------------|
| <i>Dr. Daniel T. Scheuerer</i> | or | <i>Carolyn J. Ellis</i>      | School Board of Brevard County |
| Equity Coordinator             |    | Director Secondary Education | 2700 Judge Fran Jamieson Way   |
| Deputy Superintendent          |    | Office of School Operations  | 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

|                           |    |                              |                                |
|---------------------------|----|------------------------------|--------------------------------|
| <i>Mr. Leroy A. Berry</i> | or | <i>Ms. Ann Marie Brush</i>   | School Board of Brevard County |
| Assistant Superintendent  |    | Director Human Resources     | 2700 Judge Fran Jamieson Way   |
| Human Resources Services  |    | Services and Labor Relations | Viera Florida 32940 6699       |
|                           |    |                              | (321) 631 1911                 |

This publication or portions of this publication can be made available to persons with disabilities in a variety of formats including large print Braille or audiotape Telephone or written requests should include your name address and telephone number Requests should be made to Kim Riddle Exceptional Education Projects 631 1911 extension 535 at least two (2) weeks prior to the time you need the publication

6/96

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

**LOCAL UNION 1010, IBPAT, DISTRICT COUNCIL 78**  
1613-B North Cocoa Boulevard  
Cocoa, Florida 32922  
Telephone (321) 631-0275