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12-15-1992

Brevard County, Florida, School Board and International Brotherhood of Painters and Allied Trades, AFL-CIO, Local 1010 (1992)

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Brevard County, Florida, School Board and International Brotherhood of Painters and Allied Trades, AFL-CIO, Local 1010 (1992)

Location

Brevard Co., FL

Effective Date

12-15-1992

Expiration Date

June 1993

Number of Workers

2500

Employer

School Board of Brevard County, Florida

Union

International Brotherhood of Painters and Allied Trades

Union Local

Brevard Co., FL

NAICS

61

Sector

Local government

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AGREEMENT

between the

**SCHOOL BOARD OF
BREVARD COUNTY**



(general unit)
and the

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



*NEW K
2,500 ees
ex 6/30/93*

1992-93

13193



Bob Barrett Div of L/R
School Bd of Brevard Cnty
2700 ST Johns Street
Melbourne, Florida 32940-6699

407-633-1000 x265

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ARTICLE I
RECOGNITION

1.01 The School Board of Brevard County (hereinafter "Board") hereby recognizes Local 1010, International Brotherhood of Painters and Allied Trades, AFL-CIO (hereinafter "Union") as the exclusive bargaining representative for all classified employees listed in Section 1.02.

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

	Pay Grade
1	
2	Classification Title
3	Vision Screening Specialist 17
4	Word Processing Specialist 18
5	
6	<u>CUSTODIAL</u>
7	Custodian 15
8	Head Custodian I 19
9	Head Custodian II 20
10	State Certified Custodian - additional 5% to regular hourly rate
11	
12	<u>EQUIPMENT REPAIR AND TECHNICAL</u>
13	Electronics Repairman 23
14	Electronics Technician 25
15	Computer Technician 26
16	
17	<u>FINANCE AND ACCOUNTING</u>
18	Accountant 24
19	Accounting Clerk 19
20	Accounting and Investment Specialist 22
21	Chief Accounting Clerk 20
22	Elementary School Bookkeeper 18
23	Middle School Bookkeeper 18
24	Jr. High School Bookkeeper 19
25	Senior High Bookkeeper 20
26	
27	<u>FOOD SERVICE</u>
28	Baker 16
29	Cafeteria Worker 15
30	Cafeteria Cashier 16
31	Cook 16
32	
33	<u>MAINTENANCE, CONSTRUCTION AND TRADES</u>
34	Air Conditioning/Refrigeration Mechanic 25
35	Asbestos Abatement Technician 27
36	Boiler Mechanic 25
37	Boiler Technician 26
38	Building Safety Inspector 22
39	Cabinetmaker 24
40	Carpenter 23
41	Chiller Mechanic Specialist 26
42	Construction Inspector 28
43	Control Repairman 25
44	Design Draftsman 28
45	Electrician 25
46	Environmental Specialist I 30
47	Expediting Coordinator 28
48	Fire Extinguisher Mechanic 21

	Pay Grade
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1 The normal workday for most employees is eight (8) hours.

2 Significant exceptions are noted below:

- 3 (1) For these positions the normal workday is six (6) hours.
4 (2) For these positions the normal workday is six and one-
5 half (6 1/2) hours, or as are dictated by the project.
6

7 NOTE: In some cases eight (8) hour personnel work four (4) ten
8 (10) hour workdays. The Board selection of an employee
9 to fill a Cafeteria Cashier vacancy shall include seniority
10 among the factors to be considered in such a selection.
11

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

27 **1.03** As used herein the term "employee" shall refer to all those persons included in
28 the bargaining unit described in Section 1.02 except substitute employees,
29 temporary employees, and persons employed under the Comprehensive Educa-
30 tion and Training Act (CETA) and/or programs approved by the Private Industry
31 Council.
32

33 **1.031** A regular employee is a person employed a full day, full year for a
34 prescribed position. In the absence of any other directive, a full day
35 shall be deemed to be eight (8) hours (Section 1.02).
36

37 **1.032** A part-time employee is a person employed a full year, but less than a
38 full day, for a prescribed position.
39

40 **1.033** A temporary employee is a person employed for an approved position
41 to which he/she is temporarily assigned for a period not to exceed four
42 (4) calendar months or to replace a regular employee or part-time
43 employee on a leave of absence for a period not to exceed four (4)
44 calendar months.
45
46
47
48

- 1 **1.034** A substitute employee is a person who replaces a regular, part-time or
2 temporary employee on a day-to-day basis. A person shall not remain
3 a substitute employee after having been assigned to work for more than
4 twenty (20) continuous working days within a prescribed position. In
5 the event the position in which the substitute has been working as
6 described herein becomes vacant, such substitute shall not automati-
7 cally be entitled to such position and the position shall be subject to
8 the procedures for filling vacant position as otherwise provided in this
9 Agreement. "Prescribed position" as used herein shall mean the
10 position assignment of a particular individual employee and shall not be
11 construed to broadly apply to all employees within a classification title.
12
- 13 **1.035** Cafeteria employees hired after July 1, 1993, whose normal workday
14 is four (4) hours or less, shall not be eligible for any fringe benefits as
15 provided by the Board. Such benefits shall include medical insurance,
16 life insurance, and the like.
17
- 18 **1.04** A "Lead Worker" category may be created by the Board in any of the classification
19 titles listed in Article 1.02. An employee designated as a "Lead Worker" shall be
20 paid at ten percent (10%) above his/her regular rate for the duration of the lead
21 worker assignment. Such assignments are temporary in nature. The creation of
22 a lead worker category and the selection of an employee to fill any lead worker
23 assignment shall be within the total discretion of the Board. Except as otherwise
24 provided herein, a Lead Worker shall only lead workers within his/her job
25 classification and shall not be assigned supervisory responsibilities. The
26 selection of an employee to fill a Lead Worker assignment shall not be made for
27 the purpose of granting a pay increase to such employee. Employees so
28 assigned shall actually perform necessary job functions including the leading of
29 other employees in his/her job classification. Employees who lead as described
30 herein must perform additional functions and responsibilities of a lead for no
31 less than four (4) other employees in order to receive the pay increase. Current
32 employees who are classified as "Leads" who do not meet this criteria shall
33 cease receiving the ten percent (10%) increase as of January 1, 1993. Lead
34 designations shall be annually submitted in writing by the supervisor for approval
35 to Personnel showing what additional responsibilities and functions will be
36 required. The requirement for the Lead Worker to lead in his/her own job
37 classification may be waived when it is necessary to cross job classifications due
38 to the requirements of the work involved and is shown in the written description
39 of duties.
40
- 41 Bus drivers who are designated temporarily as Leads for the purpose of assisting
42 in work required for the start of a school year shall receive an increase of ten
43 percent (10%) of his/her salary for the duration of such temporary assignment.
44
- 45 **1.05** An employee assigned additional hours of work at his/her regular assigned work
46 site and within his/her job classification shall be paid at his/her regular rate up to
47 forty (40) hours.
48

- 1 **1.06** Employees whose normal work year is less than twelve (12) months and who
2 apply for summer employment shall be utilized for such employment provided
3 that in the judgment of the Board the employee is qualified for such employment
4 and is physically able to perform such work.
5
- 6 ***1.07** This classification is reserved for those Teacher Assistants who are assigned to
7 work with a specific child in the exceptional education program and such
8 assignment necessitates the Teacher Assistant and student remaining together
9 for the duration of the student's school years. Should the Teacher Assistant no
10 longer have the assignment as shown above, the other provisions of the
11 Collective Bargaining Agreement will control.
12
- 13 **1.08** The Board and the Union agree to form a six (6) member committee of equal
14 representation appointed by the parties for the purpose of reviewing the District's
15 job descriptions for unit employees. Such review shall include an examination of
16 the job descriptions submitted by the Union. If there is a mutually agreed to need
17 for additional committee members, equal numbers shall be appointed by both
18 parties.
19
- 20 **1.09** An employee, including bus drivers, who is assigned by the Board to work a
21 normal twelve (12) -month work year at a Modified Calendar School shall receive
22 his/her regular wages and other benefits that are provided to other twelve
23 (12)-month employees.
24
- 25 **1.10** The Board and the Union agree to form a six (6)-member committee of equal
26 representation appointed by the parties to study possible job classification-
27 upgrades and submit a report to the Union and the Board negotiators. If there is
28 a mutually agreed to need for additional committee members, equal numbers
29 shall be appointed by both parties.
30

31 **ARTICLE 2**

32 **DUES CHECKOFF**

- 33
- 34
- 35 **2.01** The Board will deduct from the pay of each employee from whom it receives
36 authorization to do so, an amount equal to the dues specified in the Union Bylaws.
37 Such dues deduction shall not be changed more than one time during the fiscal
38 year. Notice of such change shall be received by the Board no later than sixty (60)
39 calendar days prior to the payroll date on which such change is to become
40 effective. Such dues change as provided herein shall only apply to the monthly
41 uniform amount which is deducted from the employee's check and shall not apply
42 to any other deductions. In the event that the amount of an employee's check is
43 not sufficient to cover the dues deduction such deduction shall be made for both
44 payroll periods in the next payroll period in which the amount due the employee
45 is sufficient to cover the dues deduction. Existing dues deduction priority shall not
46 be changed except as mandated by law or by mutual agreement between the
47 Board and the Union.
48

- 1 **2.02** Said amount shall be deducted per payroll period and remitted to the Union
2 (including employee names, totals, and social security numbers) on or before the
3 tenth day following the last regular paydate of each month. The amount of each
4 biweekly deduction shall be equal to one-twentieth (1/20) of the applicable
5 annual dues. The amount of each monthly deduction shall be equal to one-tenth
6 (1/10) of the annual applicable dues. In addition to the annual dues deduction the
7 Board shall deduct as additional dues one percent (1%) of the gross wage earned
8 each payroll period.
- 9
- 10 **2.03** In each fiscal year, deductions for annual dues shall begin on a mutually agreed
11 upon date in September and end upon a mutually agreed upon date in June to
12 achieve the purposes of Article 2.02, except the one percent (1%) shall be
13 deducted for all pay periods.
- 14
- 15 **2.04** The deductions and employee authorizations of Article 2.01 and 2.02 above shall
16 remain in full force during the term of the Agreement as specified in Florida
17 Statutes, section 447.303. The Board agrees to provide the Union on a monthly
18 basis with information as to which employees have revoked dues deduction as
19 provided herein.
- 20
- 21 **2.05** The Board will deduct from the pay of each new employee from whom it receives
22 authorization to do so an initiation fee equal to twenty (20) times the employee's
23 hourly rate. The initiation fee is to be deducted over a four (4) month period at
24 five (5) times the hourly rate per month and remitted to the local Union on or before
25 the tenth (10th) day following the pay date.
- 26
- 27 **2.06** There shall be no charge to the Union for dues deductions and initiation fee
28 deductions.
- 29
- 30 **2.07** The Union agrees to hold harmless the Board and all of its agents and employees
31 against any charges or complaints, provided only that the Board has complied
32 with all of its obligations under this Article.
- 33
- 34 **2.08** The Board agrees to deduct from the pay of each employee from whom it receives
35 authorization to do so a uniform amount per payroll period and to remit same to
36 the Union at the time and in the same manner described in Article 2.02. Such
37 deduction shall only be used by the Union for contributions to charitable and/or
38 Union insurance programs designated by the Union.
- 39
- 40 **2.09** The Board agrees to deduct from the pay of employees who authorize the Board
41 to do so through procedures described herein for the dues deduction, the amount
42 of ten dollars per school year, a political contribution to the Union's Political Action
43 Committee. Such ten dollars (\$10.00) shall be deducted in the amount of fifty
44 cents (\$.50) per payroll period. PAC deductions shall be transmitted to the Union
45 in the same manner as regular dues and may be revoked as provided for dues
46 deduction in this Article.
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ARTICLE 3

RESPONSIBILITY

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- 3.01 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this Agreement.
- 3.02 The Superintendent or designee shall advise the Union, in writing, of proposed changes requiring the approval of the School Board in job classifications, regulations, and policies directly affecting members of the bargaining unit prior to the implementation of the same. The Superintendent or designee shall likewise afford the Union an opportunity to submit its views in writing in advance with respect to such changes prior to School Board action.

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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.

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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 provide 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.

- 1 **5.02** The Board agrees that the Union, at its own expense and sole responsibility, may
2 make available to each new employee the following material at the applicable
3 work location: 1) Current Agreement; 2) Membership application; 3) Dues
4 deduction card; 4) AFL-CIO pamphlet WHY UNIONS; 5) Cover letter. Cover
5 letter to be mutually agreed to by the Board and the Union.
6
7 **5.03** The Board shall provide the Union at no cost with one (1) copy of the materials
8 relating to all public Board meetings which are generally distributed to the press
9 at a time after said materials are made available to the Board, but no later than
10 when the materials are distributed to the press for any regular meeting of the
11 Board.
12
13 **5.04** The supervisor of each work location and the Director of Labor Relations shall
14 receive from the Union a copy of any Union material which is generally distributed
15 to and/or posted for employees. The term "generally distributed" as used herein
16 shall not be construed so as to violate an employee's rights to privacy of his/her
17 U.S. Mail.
18
19 **5.05** Upon the written request of the Union, the Board shall provide four (4) times each
20 year, without cost, a listing of unit employees by school and/or work location
21 which shall include their full names, social security numbers, full home mailing
22 addresses, and job classifications.
23

ARTICLE 6

PROMOTIONS

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27
28 **6.01** The term "promotion" as used in this Article means the advancement of an
29 employee to a higher rated job classification or the same classification and/or pay
30 grade with additional hours of work in such classification and/or pay grade within
31 the bargaining unit.
32
33 **6.02** All promotional vacancies within the bargaining unit for regular employment will
34 be posted by the Assistant Superintendent, Personnel Services or designee on
35 Union and other appropriate bulletin boards (see Article 5 for locations of such).
36 The notices shall include the job classification, rate of pay, work location, and the
37 nature of the job requirements. Such posting shall be for a period of not less than
38 five (5) days exclusive of Saturday, Sunday, and observed legal holidays. A copy
39 of the notice shall also be sent to the business agent of the Union or designee.
40
41 **6.03** During the period of posting, employees who wish to apply for the open position,
42 including employees on layoff, may do so. The application shall be in writing and
43 on a standard form furnished by the Board and such shall be submitted to the
44 Personnel office or such other location(s) as may be specified in the notice. In
45 the event an employee applicant for a posted promotional position is denied the
46 opportunity to be interviewed for such position, the employee may request the
47 Director of Labor Relations to ascertain the reason(s) such interview was
48 unavailable.

1 **6.04** The Board shall permanently fill such job vacancies from among those persons
2 who have applied who are judged by the Board to be most qualified for the
3 position and from this group the most senior qualified employee, if any, will fill the
4 vacancy. Nothing contained herein shall be construed to prohibit the Board from
5 filling a vacant position within the same pay grade by administrative transfer with
6 agreement of the employee who is selected for transfer. In the event the Board
7 elects to so fill a vacant position, the posting and selection procedures as
8 described herein shall be applied to the vacancy created by such administrative
9 transfer.

10
11 **6.05** A notice listing those employees who have applied for the position(s) and the
12 employee(s) recommended for such position(s) shall be posted, with a copy to
13 all employee applicants and the Union, at the worksite having the vacancy within
14 two (2) workdays of the recommendation and be posted for a period of at least
15 ten (10) workdays. The failure of an employee to receive such copy shall not be
16 construed so as to limit the Board's authority to select promotional assignments
17 as provided herein.

18
19 **6.06** An employee promoted pursuant to the preceding paragraphs who fails to
20 achieve a satisfactory level of performance within thirty (30) calendar days shall
21 have the right to return to the job from which he/she was promoted.

22
23 **6.07** A promoted employee shall be placed on the salary schedule by vertical
24 movement to the same experience level at which he/she was paid immediately
25 prior to such promotion. Provided this shall not change an employee's entitle-
26 ment to move to a higher experience column as provided in Article 33. Should
27 an employee be demoted or reclassified to a position in a lower pay grade, such
28 employee shall be placed on the Wage and Salary Schedule by using the inverse
29 of the system above.

30
31 **6.08** Additional hours of custodial work at a school site shall be offered to the
32 existing custodian(s) subject to the following procedures and requirements.

33
34 (a) Limited to the classification of Custodian as reflected in Article 1 of this
35 Agreement.

36
37 (b) Shall apply only to additional allocation(s) received after November 1
38 each fiscal year for the current fiscal year.

39
40 (c) Shall apply only to additional hours of work in excess of four (4) hours.

41
42 (d) The amount of additional work time shall be limited to no more than two
43 (2) hours provided that the Board may, at its option, assign more than
44 two (2) hours.

45
46 (e) This provision shall not be construed so as to require the Board to
47 assign any employee to work beyond eight (8) hours in any single work
48 day.

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ARTICLE 7

TRANSFER PROCEDURE

- 7.01 Any employee who has been working at a work location for at least twelve (12) consecutive months or for his/her entire prescribed work year, whichever shall be lesser, shall have the right to apply for a transfer to another work location within the same job classification.
- 7.02 The application shall be in writing and on a standard form furnished by the Board.
- 7.03 If a vacancy shall occur within nine (9) calendar months of application authorized under Section 7.01, or prior to June 30, whichever shall last occur, the supervisor of the work location with such vacancy shall interview such applicant(s) prior to the posting of such vacancy.
- 7.04 In all other circumstances an employee may apply for transfer to another work location with the approval of his/her immediate supervisor.
- 7.05 In the selection of employees requesting transfer, the Board shall include seniority among the pertinent determinative factors. If the senior employee is not selected, the Board shall notify such senior employee in writing.

ARTICLE 8

UNION RIGHTS

- 8.01 **LEAVE FOR UNION SERVICE** - Leave of absence without pay shall be granted to employee(s) for the purpose of participating in Union activities. No more than five (5) workdays per school year shall be used for such purpose under the following conditions:
1. No less than one (1) workday may be taken at any one time.
 2. No more than one (1) employee shall be absent from any single worksite at the same time.
 3. The cost of substitute(s) incurred as a result of such leave shall be at the expense of the Union.
 4. No more than five (5) days notice shall be required for such leave application.
 5. No more than six (6) days of such leave shall be taken by any one employee during any given school year.

1 8.02 If activities directly related to this Agreement and mandated by law or this
2 Agreement are conducted during the regular employee workday, leave of
3 absence sufficient to conduct such necessary activities shall be granted to the
4 affected employees without loss of pay or accumulated leave.
5

6 8.03 **UNION MEETINGS** - The Union shall have the right to use school buildings for
7 meetings with members of the bargaining unit, provided notice of such meetings
8 shall be submitted to the principal no less than five (5) workdays prior to the date
9 of the requested meeting. The use of such building shall be without charge except
10 for additional costs which may be incurred in connection therewith. Such
11 additional costs shall be stated on the approved building use permit. The Union
12 shall be responsible for any damage which may be incurred in connection with
13 such usage. The use of such facilities hereunder shall also be contingent upon
14 such causing no interference with the instructional matters of the school district
15 and/or employee work assignments.
16

17 8.04 **DISTRIBUTION OF LITERATURE** - The Union shall have the right to distribute
18 material dealing with Union business to employees at their worksite provided that
19 the following conditions are met.
20

- 21 1. Union materials shall be designated as Union matter and dated where
22 possible to show date of publication.
- 23
- 24 2. Union material shall be delivered to the front office, cafeteria, and custodial
25 room for distribution by the Union steward.
- 26 3. Concurrently, a courtesy copy of such material shall be provided to the
27 principal and sent via courier or U.S. Mail to the Director of Labor Relations
28 or designee.
29

30 8.05 The Union shall be entitled to representation (appointed by the Union) on the
31 following Committees and/or other mutually agreed to Committees:
32

- 33 1. Personnel Benefits Committee
- 34 2. School Calendar Committee (Two Representatives)
- 35 3. Administrative/Classified Inservice Council
- 36 4. Sick Leave Bank Committee
- 37 5. Accident Review Committee
- 38 6. Other committees having bargaining unit employees serve on such shall be
39 appointed by the Union.
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ARTICLE 9

SENIORITY

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

ARTICLE 10

LAYOFFS

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

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

- 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 classifica-
11 tion within the bargaining unit and thereafter is affected by layoff or
12 reduction in hours of work may exercise his/her seniority for bumping
13 purposes in the job classification held immediately prior to such transfer
14 or promotion as a regular employee. In the event an employee is
15 selected by the Board for involuntary transfer to another classification
16 within the bargaining unit and thereafter is affected by layoff, he/she
17 may exercise his/her seniority for bumping purposes sequentially to the
18 two (2) job classifications held immediately prior to such involuntary
19 transfer. Provided this section shall not be construed so as to entitle
20 any employee to recall right prescribed in Section 10.01 to the job
21 classification into which he/she had been originally promoted or
22 transferred.
23
- 24 **10.02** Subject to the preceding paragraphs, a bumping procedure shall be utilized to
25 layoff in succession the most junior employees provided the remaining employ-
26 ees are able and qualified to perform the work remaining. In the event the Board
27 effectuates the bumping procedure as described herein and as a result of such
28 procedure an employee bumps into a position which he/she had bumping rights
29 and the employee refuses to accept the assignment, the Board may dismiss the
30 employee for refusal to accept the assignment. The right to waive bumping rights
31 and accept layoff shall be limited to those layoff situations where a reduction of
32 hours is effectuated and shall not apply to an employee who suffers layoff as a
33 result of the Board reducing the number of employees.
34
- 35 **10.021** Without altering the previously implemented bumping sequence, the
36 following steps will be added to the process only for cafeteria workers,
37 bakers, and cooks.
38
- 39 **10.022** The most senior employee on the layoff list will bump the least senior
40 employee who works the hours most nearly the same as the hours
41 worked by the laid off employee.
42
- 43 **10.023** Continue the process until the layoff list contains only the least senior
44 employees in the area.
45
- 46 **10.024** As vacancies occur, recall from the seniority list will be by seniority only,
47 regardless of the number of hours of the vacant positions.
48

1 **10.03** Employees to be laid off will have at least fifteen (15) calendar days notice of
2 layoff. The Union shall receive a list of employees to be laid off on the same date
3 the notices are issued to the employees.
4

5 **10.04** For the purposes of this Article and Article 6 (Promotions), a seniority list shall be
6 provided to the Union within sixty (60) days of this Agreement's effective date, and
7 quarterly thereafter.
8

9 **10.05** The employment of persons under the programs approved by the Private Industry
10 Council (PIC) shall not cause the displacement or cutback of employees in
11 affected job classifications. In the event of any cutbacks in work opportunities or
12 layoffs, employees paid under PIC in the affected job classification shall be
13 displaced before any other employees in such classifications.
14

15 **10.06** In the event an employee's primary position is cafeteria worker, baker, or cook,
16 and his/her secondary position is cafeteria cashier, and he/she suffers a
17 reduction of hours in the cafeteria cashier position, he/she shall be given the
18 option of accepting the layoff or returning to his/her primary position and carrying
19 into the primary position the number of hours which were reduced from the
20 cafeteria cashier position.
21

22 **10.07** The Board agrees to reopen negotiations on the impact that the Modified School
23 Calendar operations may have on employees prior to further implementation.
24

25 **ARTICLE 11**

26 **TERMINATION OF EMPLOYMENT**

27
28
29 **11.01** An employee who has completed ninety (90) calendar days of continuous service
30 shall not thereafter be discharged except for just cause. Extensions to this period
31 for no more than sixty (60) calendar days may be granted by mutual written
32 consent of the Board and the employee. An employee on a paid leave of absence
33 shall be deemed to be in continuous service. Employees who have not
34 completed such period of employment may be discharged without recourse and
35 shall not be subject to Article 12 herein nor otherwise challengeable under any
36 other provisions of this Agreement.
37

38 **11.02** An employee whose employment with the Board is terminated (other than layoff)
39 and thereafter is reemployed by the Board in the same job classification that he/
40 she held immediately prior to termination shall be placed at the beginning level
41 of his/her pay grade upon such reemployment. Provided that this provision may
42 apply at the Board's discretion to such employees whose reemployment date falls
43 within the six (6) calendar months immediately following the date of termination
44 as provided herein.
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1 **11.03** The term "just cause" as used herein shall include but not be limited to the
2 following reasons. It is agreed that an employee whom the Board determines to
3 have committed any of the acts listed below shall be cause for immediate
4 termination. This paragraph shall not be construed so as to require the Board to
5 terminate an employee when it is determined by the Board that other disciplinary
6 action may be more appropriate.
7

8 **11.031** Selling, using, being under the influence of or in possession of
9 narcotics, intoxicants, drugs, or hallucinatory agents during working
10 hours or reporting for work in such conditions.

11
12 **11.0311** The Board agrees to provide new employees with informa-
13 tion regarding the district Employee Assistance Program.
14

15 **11.032** Defacing, destroying, or otherwise doing harm to Board property.
16 Provided that the terms defacing, destroying, and/or harming as used
17 herein shall not be construed to mean actions of an employee which are
18 considered part of his/her normal work responsibilities nor any dam-
19 ages resulting therefrom.
20

21 **11.033** Stealing, dishonesty, misconduct, or willful neglect of duty.
22

23 **11.034 CORRECTIVE MEASURES**

24 Employees who are terminated for reasons other than the types of
25 reasons described above shall be provided with the sequence of
26 corrective measures as provided below:
27

28 (a) First offense - oral warning - no less than one (1) oral warning shall
29 be required provided that additional oral warnings may be used
30 at the Board's discretion. Oral warnings shall be reduced to
31 writing and placed in the employee's file, and signed by the
32 employee as an acknowledgment of receipt.
33

34 (b) Second offense - written warning and/or written reprimand if
35 within ten (10) calendar months of first offense.
36

37 (c) Third offense - suspension by the Superintendent without pay for
38 no more than three (3) days.
39

40 (d) Fourth offense - termination. The Board may, at its option, as a
41 measure alternative to termination, return the employee to proba-
42 tion for a specified period of time in writing. It is the intent of the
43 parties that such return to probation is for the purpose of stimu-
44 lating the employee to improve his/her actions. An employee so
45 returned shall suffer no loss of pay by reason of being returned to
46 probationary status.
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1 Corrective measures taken under (a) and (b) above shall be taken for
2 sufficient reason(s) and such actions shall not be subject to the
3 arbitration step of the grievance procedure of this Agreement. In the
4 event that an employee is not terminated within fourteen (14) calendar
5 months after either (a), (b), or (c) above, a notice will be placed in the
6 employee's file stating that termination was not necessary for the
7 infractions giving rise to the actions of (a), (b), or (c).
8

9 The term "offense" as used herein shall not be construed so as to
10 necessarily mean the same offense and may be applied to any act of
11 the employee whether or not of the same type.
12

13 In actions of either (a), (b), or (c) above, the immediate supervisor of
14 the affected employee shall schedule a meeting with the employee in
15 order to discuss the action(s) above.
16

17 **ARTICLE 12**

18 **GRIEVANCE PROCEDURE**

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22 **12.01** A grievance shall mean a complaint that there has been an alleged violation,
23 misinterpretation or misapplication of any provisions of this Agreement.
24

25 **12.02** All employees and the Union shall have the right to present grievances in
26 accordance with the following procedures:
27

28 **12.021** Failure of the grievant to act on any grievance within the prescribed time
29 limits will act as a bar to any further appeal and an administrator's failure
30 to act within the time limits shall automatically appeal the grievance
31 through Step III of the procedure. The time limits, however, may be
32 extended by mutual agreement in writing.
33

34 **12.022** An investigation or handling or processing of any grievance shall be
35 conducted so as not to interfere with the instructional program and with
36 as little disruption of the employee's and/or the steward's work activity
37 as possible.
38

39 **12.023** If a grievance meeting shall be convened by the administrator during an
40 employee's working hours, the employee shall suffer no loss of pay
41 thereby.
42

43 **12.024** A Union steward or Union representative shall have the right to be
44 present at all meetings under this procedure. The Union steward shall
45 suffer no loss of pay due to such attendance.
46

47 **12.025** No reprisals of any kind shall be taken against any participant in the
48 grievance procedure by reason of such participation.

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.
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1 for either personal illness (including illnesses or disablement related to
2 disablement due to the birth of a child, provided the matters prescribed within
3 these parentheses shall not be applicable to any employee on maternity leave)
4 or illness or death of a child, spouse, parent, brother, sister, grandparent,
5 grandchild, aunt, uncle, niece, nephew, child's spouse, father-in law, mother-in-
6 law, sister-in-law, brother-in-law, or a person residing in the same household as
7 the employee.
8

9 In the event an employee terminates his/her employment and has not accrued the
10 four (4) days of sick leave available to him/her, the Board shall withhold from the
11 employee's pay the average daily amount for sick leave used but unearned.
12

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

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

26 **13.02 PERSONAL LEAVE** - Except as otherwise provided herein, an employee shall
27 be granted up to five (5) days of accumulated sick leave from the employee's
28 personal sick leave balance each fiscal year for personal reasons as provided
29 herein.
30

31 **13.021** Written application for such leave shall be submitted to the supervisor,
32 except in an emergency, no less than two (2) workdays prior to the
33 beginning of such leave.
34

35 **13.022** Each application for such leave shall reflect as the reason for the leave
36 request the following disclaimer: *The purpose for which this leave*
37 *is taken is not a violation of the provisions of the Collective*
38 *Bargaining Agreement.*
39

40 **13.023** Personal leave shall not accumulate from year to year.
41

42 **13.024** Personal leave shall be granted subject to the following conditions:
43

44 **13.0241** The length of such leave shall be for no less than one-half
45 (1/2) of the employee's assigned workday unless otherwise
46 allowed by the supervisor.
47
48

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

9 **13.0243** Such leave shall not be granted under any of the following
10 conditions:

11 (a) activities which could result in taxable income to the
12 employee.

13 (b) to attend to Union (including any other employee
14 organization which has represented or sought to rep-
15 resent public employees in collective bargaining) as-
16 sociated business.
17

18 (c) any form of work stoppage.
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22 **13.03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE**

23 An employee shall be entitled to injury or illness-in-line-of duty leave when it
24 is necessary that he/she be absent from his/her duties because of illness from any
25 contagious or infectious disease contracted in school work, or personal injury
26 received in the proper discharge of his/her duties. No deduction shall be made
27 from sick leave for these absences. Such leave shall not exceed ten (10) days
28 in any one fiscal year. When regular sick leave is used for line-of-duty illness or
29 injury, the sick leave used shall be reinstated based on the pro rata value of the
30 worker's compensation benefits received divided by the employee's regular daily
31 rate of pay. Such leave shall be noncumulative. While on injury or illness-in-line-
32 of-duty leave, an employee shall accrue vacation, seniority, and sick leave, and
33 shall suffer no loss of insurance benefits, subject to Article 14.05, provided any
34 worker's compensation payments for such period shall be deducted from any
35 salary payments. The completion of the fiscal year shall not bar an otherwise
36 qualified employee from receiving his/her balance of unused injury or illness-
37 in-line-of-duty leave.
38

39 **13.04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA**

40 If an employee is called for jury duty or is otherwise subpoenaed, except for any
41 action in which he/she or the Union is a party, the proper leave application shall
42 be submitted. An employee shall receive his/her regular salary calculated at the
43 employee's straight time. This language shall apply to summons or subpoena
44 received by an employee's dependent minor when the circumstances make it
45 necessary for the employee to accompany his/her minor dependent to the court
46 proceedings.
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
12 Employees who are required by the Board to receive specialized training as a
13 condition of continued employment shall not suffer a loss of pay or accumulated
14 leave as a result of time spent receiving such specialized training. Specialized
15 training as used herein shall be requirements which are applied by the Board
16 subsequent to employment of the employee and are necessary for the employee
17 to continue to meet the job requirements of the position.

18
19 **13.06 SICK LEAVE BANK**

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

27
28 **13.07** 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 four (4) workdays during the normal work year shall not be eligible for annual
33 payment as provided herein. Provided that absences on approved professional
34 leave, line-of-duty leave or vacation leave shall not adversely affect such record
35 of exemplary attendance. Any other absences from duty shall act as a bar to the
36 benefit provided in this paragraph. Payment for such exemplary attendance shall
37 be calculated at eighty percent (80%) of the affected employee's normal daily rate
38 times ten (10) days. Days for which such payment is received shall be deducted
39 from the accumulated sick leave balance. Payment as provided herein shall be
40 included in the affected employee's first regular paycheck of the following regular
41 work year. Employees whose normal work year is less than twelve (12) months
42 shall receive payment no later than the first normal biweekly payroll in July
43 following the end of their normal work year.

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ARTICLE 14

LEAVE WITHOUT PAY

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14.01 LEAVE OF ABSENCE

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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.

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14.02 MATERNITY LEAVE

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

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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.

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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.

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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
25 Leave request and copy of the military order, if possible, shall be
26 received by the Board sixty (60) days in advance of the beginning of the
27 date of leave.

28
29 **14.04 EXTENDED ILLNESS**

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

40
41 The Board shall continue to grant full insurance benefits to such employees for a
42 period of sixty (60) calendar days, provided that an additional ten (10) calendar
43 days be granted to such employees who are disabled because of injuries received
44 while in the performance of work assigned by the Board.

45
46 If such employee shall continue to be sick or disabled, he/she may apply for one
47 (1) additional year of leave without pay by filing a request for the same in writing
48 to the Superintendent or designee no later than April 1.

1 **14.05 CONTINUATION OF BENEFITS**

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

11 **14.06 REEMPLOYMENT RIGHTS**

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

24 **14.07 UNION LEAVE**

25 Unpaid leave of absence shall be granted by the Board to employees to serve in
26 the Brevard County Division of Local Union 1010 upon written application of such
27 employee(s) at least thirty (30) days prior to the date such leave is to begin. Such
28 leave shall not be for less than one (1) calendar year and shall be renewable for
29 no longer than the duration of this Agreement upon proper application. No more
30 than two (2) employee(s) shall be granted such leave in any one year. The
31 employee(s) shall not accrue seniority while on such leave. At the end of said
32 leave the employee(s) may return to his/her previous job classification pursuant
33 to Article 10 of this Agreement. Provided that this section shall not be subject to
34 the provisions of Article 9.01 of this Agreement, and provided further that an
35 employee on such leave shall not be eligible for other benefits provided by the
36 Board for regular employees.
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ARTICLE 15
VACATIONS

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5 **15.01** Employees shall be entitled to vacation time during which they shall be paid their
6 regular straight time hourly rate times the number of hours in their normal
7 workday. Vacation earned in a given payroll period shall be taken only during a
8 payroll period following the payroll period in which such vacation was earned.
9
- 10 **15.02** Such employees shall be entitled to vacation time according to the following
11 schedule:
12
- 13 **15.021** Continuous service of not more than five (5) years - one day for each
14 full month of employment not to exceed twelve (12) days.
- 15
16 **15.022** Continuous service of at least five (5) full years and not more than ten
17 (10) years - one and one quarter (1 1/4) days for each full month of
18 employment not to exceed fifteen (15) days.
- 19
20 **15.023** Continuous service of at least ten (10) full years - one and one-half
21 (1 1/2) days for each full month of employment not to exceed eighteen
22 (18) full days.
- 23
24 **15.024** For purposes of determining years of continuous service under Sec-
25 tions 15.022 and 15.023 the anniversary date of regular employment
26 shall be used to compute full years of service.
- 27
28 **15.025** As of January 1 of each year, all accrued vacation in excess of forty (40)
29 days shall be deducted from the employee's accrued vacation leave
30 balance. Provided that prior to such deduction properly requested
31 vacation leave shall not be, unreasonably denied. Failure of an
32 employee to apply for vacation leave shall result in loss of all vacation
33 in excess of forty (40) days as otherwise provided herein.
- 34
35 **15.026** Terminal pay of earned vacation shall be limited to thirty-five (35) days.
36
- 37 **15.03** Continuous service shall not be deemed interrupted by granting of leave with or
38 without pay or layoff of not more than twelve (12) months, but the period of time
39 on leave without pay or layoff shall not be counted in computing the amount of
40 service which makes an employee eligible for vacation time. Continuous service
41 shall be deemed terminated by discharge, resignation, or layoff in excess of
42 twelve (12) successive months. Continuous service shall not include employ-
43 ment as a substitute or temporary employee.
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1 **15.04** Vacation will be scheduled by the building principal or department head. When
2 practicable, vacation preference shall be honored in accordance with the
3 seniority of affected employees, provided the needs of the school district shall at
4 all times remain paramount. Where feasible, continuous vacation periods shall
5 be allowed. Vacation time unused any single year may be accumulated up to
6 forty (40) days. In the event an employee uses his/her vacation for sick leave
7 purposes as provided in Article 13.01, he/she shall notify his/her immediate
8 supervisor of such use or intent to use as soon as circumstances may reasonably
9 permit. This shall not be construed so as to relieve the employee of the obligation
10 to provide the Board with prior notice of absenteeism. Request for vacation shall
11 be submitted on a form provided by the Board for that purpose. The date of such
12 submission shall be such so as to give the Board reasonable advance notice of
13 the employee's desire to be absent.

14
15 **15.05** This Article shall not apply to bus attendants, pre-professionals, paramedia
16 specialists, Chapter I Assistant, home program specialists, cooks, bus drivers,
17 Teacher Assistant I, Teacher Assistant II, tutorial program specialists, bakers
18 cafeteria workers, and any other Type "N" employees.

ARTICLE 16

HOLIDAYS

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24 **16.01** All employees shall receive their normal scheduled pay rate for the following
25 holidays: Independence Day, Labor Day, Thanksgiving Day, the day following
26 Thanksgiving Day, the day preceding Christmas Day, Christmas Day, the day
27 following Christmas Day, New Year's Day, Martin Luther King, Jr. Day
28 (January 18, 1993), Memorial Day, and April 9, 1993.

29
30 **16.011** An employee shall qualify for holiday pay subject to the following
31 conditions:

- 32
33 a. The holiday occurs during the employee's prescribed work
34 year.
35
36 b. An employee who is suspended without pay and such
37 suspension covers a paid holiday shall not receive holiday
38 pay for such date.

39
40 **16.02** If a holiday listed above shall fall on a Saturday or Sunday, an alternate date for
41 observance of the same shall be designated by the Superintendent, provided
42 such shall be within five (5) calendar days of the actual holiday.

43
44 **16.03** An employee who is not regularly assigned to work on a scheduled payday
45 shall be paid on his/her last regularly scheduled workday immediately
46 preceding the scheduled payday. Provided that this section shall not apply
47 should such last regularly scheduled workday fall more than one (1) workday
48 prior to the scheduled payday.

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ARTICLE 17

TERMINAL PAY

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

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

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

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

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

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

17.016 Payments for terminal pay as prescribed above shall be allowed at the retiree's option as follows:

Option One - payment in one lump sum.

Option Two - payment in January of the year following retirement.

The times of such payment shall normally be on the last monthly payday on which the retiree would have been paid had he/she continued as a regular employee.

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

1 17.02 All accrued vacation pay shall be paid at the time of termination for whatever
2 cause, including layoffs, provided that such payment shall be limited to thirty-five
3 (35) days of accrued vacation leave. Except as provided in Article 15.025 of this
4 Agreement, employees recalled from layoff within the first six (6) successive
5 months shall be credited with all accrued vacation leave not paid for at time of
6 layoff.
7

8 17.03 The parties agree that there shall be formed a district committee for the purpose
9 of developing a report to the Superintendent regarding a District Retirement
10 Incentive Plan. The composition of such committee shall be: Three (3) appointed
11 by the Brevard Federation of Teachers, three (3) appointed by Local 1010, three
12 (3) administrators appointed by the Superintendent, and three (3) other non-unit
13 classified employees appointed by the Superintendent.
14

15
16 **ARTICLE 18**
17
18 **PENSION FUND**

19
20 18.01 The Board shall contribute to the Florida Retirement System for the benefit of
21 each employee all monies as shall be required by law.
22

23
24 **ARTICLE 19**
25
26 **LIFE INSURANCE**

27
28 19.01 The Board shall provide to each employee, without cost to the employee, group
29 term life insurance in an amount equal to the annual salary of the employee as
30 reflected in the salary schedule of this Agreement. Such amount to be computed
31 to the nearest one thousand dollars (\$1,000). Each employee may, at his/her
32 own cost, purchase a maximum amount equal to four (4) times his/her salary by
33 giving written authorization for payroll deductions thereof as prescribed by the
34 Board. The amount that such insurance coverage can be increased in any one
35 insurance year shall be limited to one (1) time the annual salary of the employee.
36

37
38 **ARTICLE 20**
39
40 **HOSPITAL AND MEDICAL INSURANCE**

41
42 20.01 The parties agree that hospital and medical options and benefits shall be made
43 available for employees to select under the district flexible compensation plan. A
44 document containing information on insurance and other benefits shall be
45 distributed to employees no later than three (3) weeks prior to the re-enrollment
46 deadline. Effective January 1, 1993, the Board agrees to continue the current
47 contribution to the district flexible compensation plan of \$244.00 per month for
48 employees who select the Preferred Provider Organization (PPO) option and

1 \$230.00 per month for employees electing the Health Maintenance Organization
2 (HMO) option. Except as otherwise provided herein, effective January 1, 1993,
3 an employee who exercises his/her option to opt out of the district flexible
4 compensation plan shall receive the amount of \$657.00 (\$54.75 per month). If
5 both husband and wife are employees of the Board and one elects to opt out and
6 be covered by the other spouse, the spouse who opts out shall receive the full
7 amount of the Board's contribution and shall be exempt from provisions of
8 insurability requirements as specified below. Such amount shall be determined
9 by the plan election of the other spouse. Effective January 1, 1993, in the event
10 an employee who has opted out seeks to return to one of the district's health
11 benefit programs during enrollment periods, such employee must provide the
12 insurance company, at his/her own expense, satisfactory proof of insurability,
13 and in such instances pre-existing conditions shall not be covered under the
14 district plan for a period of twenty-four (24) calendar months or as otherwise
15 specified in the plan(s). In addition the Board shall provide the following benefits:

- 16
- 17 1) A vision insurance plan which covers each individual employee at no cost
18 to the employee.
- 19
- 20 2) A dental insurance plan option which each employee may choose to
21 take as a part of his/her flex dollar expenditure. Such plan shall
22 include both single and dependent coverage.
- 23
- 24 3) The Union shall be invited to submit to the Board recommendations as to
25 the content of bid specifications for the district hospitalization/medical
26 options and benefit plan as provided herein. The Union shall be provided
27 a copy of such final bid specifications prior to such being recommended
28 to the School Board for approval.
- 29
- 30 **20.02** The Board shall continue to provide employees at the time of normal
31 retirement the option of participation in the Board's medical insurance
32 program which is provided for regular employees of the Board.
- 33
- 34 **20.03** In the event an employee is terminated, the District shall calculate the coverage
35 such employee is due based on his/her premium contributions and appropriate
36 insurance coverage shall be provided by the Board.
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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
6 of continued employment shall, at the Board's expense and on his/her own time,
7 promptly submit himself/herself for an examination by a licensed physician of the
8 Board's own choice. Upon failure to comply with such a request within a
9 reasonable time, the employee may be terminated or otherwise disciplined. In
10 lieu of the foregoing, the Board may provide to each bus driver an allowance of
11 forty-five dollars (\$45.00) per year, payable no later than September 30, or thirty
12 (30) calendar days following employment or thirty (30) days following the effective
13 date of this Agreement, whichever shall last occur.
14
- 15 **21.02** Safety complaints of hazardous conditions shall be promptly reported by the
16 employee to his/her immediate supervisor and promptly thereafter to the job
17 steward.
18
- 19 **21.03** The Board and the Union shall establish a three-tier safety and loss control
20 committee to review all alleged safety complaints and/or hazardous conditions.
21 The tiers shall include active committees at each location with more than fifteen
22 (15) employees, at each area and on a districtwide level. Each committee shall
23 include equal representation from the Union and the Board.
24
- 25 **21.04** The committees mentioned in 21.03 shall review all safety complaints and/or
26 hazardous conditions within five (5) working days after being referred by the
27 appropriate complainant or committee, and such matter has not been corrected.
28 All complaints shall be submitted on a standardized form. The first tier committee
29 shall endorse such comments as it deems appropriate on this form. The form
30 shall then follow the complaint through the review process provided in the
31 Agreement.
32
- 33 **21.05** The districtwide committee shall have responsibility for making recommenda-
34 tions for new or revised safety regulations and/or inspection procedures to the
35 Board.
36
- 37 **21.06** No employee shall be discharged for failure to work in an unsafe or hazardous
38 situation where there is an imminent danger to the employee's health and such
39 is currently under review by the appropriate safety committee, if such committee
40 exists. Any employee suspended for failure to work in such an imminent danger
41 situation shall receive full compensation for the suspension if the committee
42 determines that situation was imminent danger to the employee.
43
- 44 **21.07** The Board shall make available to each bus driver appropriate disinfectant,
45 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 **23.032** Post Union notices.

27 **23.033** Solicit Union membership during employee's non-working time.

28 **23.034** Attend negotiating meetings.

29 **23.035** Transmit communications, authorized by the Union or its representa-
30 tives, to the Board's representative.

31 **22.036** Consult with representatives of the Board, or other Union representatives
32 concerning the enforcement of any provisions of this Agreement.

33 **22.037** The designated Union steward at each location shall be the designated
34 employee for the purposes of Articles 5.01, 21.03, and 22.01. The Union shall
35 submit in writing the name of the designated Union steward at each location
36 to the administrative head of such location prior to such steward performing
37 any of the functions provided herein. A districtwide master list of all designated
38 shop stewards showing the name, classification and work location shall be
39 provided in writing to the Director of Labor Relations. Such listings to be
40 provided no later than August 15 each year and updated, to reflect changes,
41 no later than January 1 each year. This provision shall not be construed so as
42 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.
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ARTICLE 24

SUBCONTRACTING

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- 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

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- 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.

1 **ARTICLE 26**

2 **REST AND LUNCH**

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5 **26.01** Employees who are assigned to be present at the worksite for continuous time
6 as shown below shall be scheduled to the daily break(s) indicated. "Continuous"
7 time is time spent at the worksite not including unpaid breaks.
8

9 **ASSIGNED TO BE PRESENT**

BREAKS

10	Less than 4 hours	None
11	4 hours	One 10 minute paid rest
12	More than 4 but less than 6 hours	One 10 minute paid rest
13	6 hours	One 10 minute paid rest
14	One 30 minute unpaid meal
15	More than 6 hours	Two 10 minute paid rests
16	One 30 minute unpaid meal

17
18 This rest and lunch provision shall not be applicable to bus drivers nor bus
19 attendants who work less than seven (7) continuous hours.
20

21 **ARTICLE 27**

22 **CLOTHING**

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26 **27.01** Each employee shall report to work attired in clothing appropriate to his/her work
27 responsibility. Designated employees shall wear clothes similar in color and type.
28 Each employee shall be responsible for wearing shoes of a type designated as
29 appropriate to health and safety aspects of his/her work. If other special clothes
30 shall be required, the Board shall provide such special clothes or provide an
31 allowance to the employee to purchase such clothes at intervals equal to the
32 normal life of such clothes, provided an employee granted such allowance or
33 clothes who terminates employment may be requested to reimburse the district
34 pro rata or return the clothes if originally provided by the Board.
35

36 **27.02** The Board agrees to form committees from among affected employees for the
37 purpose of reviewing the specifications and sample uniforms and making
38 recommendations regarding the selection of such uniforms to be provided by the
39 Board for specified employee job classifications and/or departments. The
40 committees shall be comprised of four (4) affected employees and two (2)
41 supervisors. The Union shall be invited to submit the names of two (2) of the four
42 (4) affected employees who will be placed on each committee.
43

44 Nothing contained herein shall be construed so as to require the Board to provide
45 uniforms for any group of employees nor to require a change in any existing
46 uniforms which employees are required to wear.
47
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1 27.03 When the Board determines that it is necessary for a bus driver and/or a bus
2 attendant to purchase his/her uniform, the Board shall reimburse such employee
3 the cost of such purchase not to exceed the cost of the uniform(s) provided to
4 other bus drivers/attendants. Necessary documentation for the cost of such
5 purchase shall be provided by the employee prior to such reimbursement.
6

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8 **ARTICLE 28**
9
10 **OVERTIME**

11
12 28.01 One and one-half (1 1/2) times the employee's regular rate shall be paid for
13 overtime work under either of the following conditions:

- 14 28.011 All work performed in excess of forty (40) hours in one week.
- 15
- 16 28.012 All work performed in excess of ten (10) hours in any twenty -four (24)
17 hour period beginning with the employee's regularly scheduled starting
18 time except employees regularly scheduled to work ten (10) hours for
19 four (4) days per week shall receive overtime pay for hours in excess
20 of the (10) hours in any twenty-four (24) hour period beginning with the
21 employee's regularly scheduled starting time.
22

23
24 28.02 There shall be no compensatory time given except in case of emergencies.
25

26 28.03 Reasonable effort shall be made to allocate overtime among appropriate
27 employees. Overtime applicable and allocated for the employees at a particular
28 work location for the preceding pay period shall be posted at that work location
29 provided that the form for such information shall be such as to require no manual
30 copying of the information by the supervisor.
31

32 28.04 An employee shall receive a minimum of two (2) hours pay for being called in to
33 work after his/her normal working hours. This section shall not apply to an
34 extension of work hours immediately prior to or following the regular work day.
35

36 28.05 The total number of hours worked and the overtime hours along with the premium
37 pay received for such overtime hours shall appear on the employee's pay stub
38 for such pay period.
39

40 28.06 Any work assigned and performed on a designated paid holiday or on a Sunday
41 will be paid at one and one half (1 1/2) times the employee's regular rate of pay.
42

43 28.07 The Board agrees that any changes in an employee's normal workweek hours
44 shall not be for the purpose of circumventing the overtime provisions of this
45 Agreement.
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ARTICLE 29

BUS DRIVERS

29.01 Bus drivers shall be in two (2) classifications: Regular and standby.

29.011 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.

29.012 Regular bus drivers are regular employees and shall receive no less than thirty (30) hours of pay for each full five (5) day week of work. Regular bus attendants shall receive no less than twenty-seven and one-half (27 1/2) hours of pay for each full five (5) day week of work. If a regular driver or bus attendant shall request in writing the opportunity to work less than the above mentioned applicable thirty (30) hours or twenty-seven and one-half (27 1/2) hours per week during a specific school year or a portion thereof and the Board shall agree to such reduced workweek, the terms "thirty (30)" and "twenty-seven and one-half (27 1/2)" as used in this section shall be reduced with respect to such driver or attendant for such number of hours as are agreed upon between the driver or attendant and the Board. A copy of such adjustment shall be forwarded to the Union as soon as practicable.

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

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

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

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

8 **29.014** Standby drivers are substitute employees who may be called to assist
9 in driving routes or other departmental work on an as-needed basis.
10 Standby drivers shall be given a copy of this Agreement at the start of
11 their training.
12

13 **29.015** A standby field trip assignment log (such as TR-24 revised) will be
14 posted on the bulletin board. At the end of each month the log will be
15 updated. Standby drivers only will be listed on this log. A copy of the
16 field trip assignment log as provided herein shall be made available to
17 the Union steward concurrent with such posting.
18

19 **29.016** In determining the hours assigned to a bus driver, hours shall include
20 no less than thirty (30) minutes for completing required duties other
21 than driving duties. Such thirty (30) minutes shall be outside of the time
22 the driver normally departs and returns to the compound at the end of
23 his/her normal full driving day.
24

25 **29.02** Reasonable effort shall be made to spread work opportunities for field trips
26 equitably among all appropriate bus drivers. The Board shall post a monthly
27 current field trip assignment log in the area assigned to bus drivers in each bus
28 compound. The log shall list regular drivers' field trip assignments and shall be,
29 upon request, reviewed quarterly by the Union steward and Area Supervisor. The
30 following procedure shall be utilized for field trip assignments:
31

32 **29.021** A regular bus driver is normally expected to be available for field trip
33 assignments. A driver who does not wish to drive field trips may submit
34 such request on the proper form and he/she will not be required, except
35 in an emergency, to accept a field trip assignment. Drivers who become
36 regular drivers after the beginning of the school year shall be required
37 to drive field trips and shall not have the option described above.
38

39 **29.022** A driver shall not have the right to place any restrictions or conditions
40 on his/her acceptance of field trip assignments.
41

42 **29.023** A regular driver shall not have the right to be reassigned a field trip when
43 he/she is assigned to drive a regular school day assigned route.
44

45 **29.024** At the beginning of the month, the driver with the least number of field
46 trip hours would be at the top of the log and the driver with the most
47 would be at the bottom. Drivers would typically be contacted in
48 sequence from top to bottom as trips become available.

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

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

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

29.03 A bus driver who completes ninety (90) calendar days of service as a regular employee and who was required by the Board to complete a bus driver's pre-employment training course as a condition of employment, shall become eligible for pay up to forty (40) hours of time spent in such training course at his/her regular pay rate. Such time shall not be counted in any overtime calculations. This section shall apply only to bus drivers who become regular employees after the effective date of this Agreement. Provided that a bus driver shall only be eligible to receive training course payment(s) when the requirements as described herein for such payment are fully met within the fifteen (15) calendar months following the completion of such pre-employment training.

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

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ARTICLE 30

EMPLOYEE RIGHTS

30.01 All reports and forms required by the Board to be completed shall be completed on paid time.

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

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

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

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

30.03 Employees who are required to utilize time clocks shall clock in by their scheduled start time and shall be allowed to clock out up to ten (10) minutes prior to their scheduled quitting time.

1 **30.04** Classified employees shall be afforded the following:
2

3 **30.041** An employee required by the Board to provide his/her personal
4 transportation shall be reimbursed by the Board at no less than the
5 rate allowed by law. Such requirement shall not include routine travel
6 to and from the employee's home and the worksite to which assigned.
7

8 **30.042** Employees shall be admitted without charge to school functions
9 subject to the following conditions:
10

11 a. The employee is assigned to work at the school which is a
12 participant in the activity or is a countywide employee or bus
13 driver.
14

15 b. The employee presents proper identification for admittance.
16

17 c. Activities that are not controlled by the district are not subject to
18 this provision.
19

20 **30.043** If any employee is sued in a tort action as a result of any action taken
21 by the employee in the proper exercise of his/her responsibilities,
22 the Board will provide for the defense thereof.
23

24 **30.044** Employees shall be provided the opportunity to participate in the
25 financial information seminars each year as provided other employees.
26 Such participation shall not require any interference with the employee's
27 work assignment.
28

29 **ARTICLE 31**

30 **INSERVICE TRAINING**

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33 **31.01** All employees required by the Board to participate in any training and/or health
34 and safety program shall be compensated at their regular rate of pay for the length
35 of the program(s). Employees absent from the program(s) shall not be compen-
36 sated for those hours unless assigned elsewhere by their immediate supervisor.
37

38 **ARTICLE 32**

39 **EQUAL PAY PROVISION**

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42 **32.01** Any employee required to work temporarily outside of his/her classification for
43 more than five (5) workdays in a payroll period shall receive the higher rate of pay
44 for the entire period of the temporary assignment. Such additional compensation
45 shall be paid as promptly as payroll procedures shall reasonably permit.
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ARTICLE 33

WAGE AND SALARY SCHEDULE

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33.01 Effective July 1, 1992, the Board agrees to implement the following Classified Wage and Salary Schedule:

Non-probationary employees who are scheduled to move from column "A" to the next column "A" shall do so and receive a pay increase consistent with their new column "A."

Non-probationary employees who are not scheduled to move to the next column will move from column "A" to column "B" which gives them a thirteen cents (.13) per hour increase.

Employees who are at the entry level on July 1, 1992, will receive no increase until the probationary period is ended. They will then move to column "A" for a ten cents (.10) per hour increase.

1992-93 WAGE AND SALARY SCHEDULE

Grade	Entry	0 - 2 Yrs..		3 - 5 Yrs		6 - 8 Yrs		Maximum	
Grade	Level	A	B	A	B	A	B	A	B
15	6.80	6.90	7.03	7.30	7.43	7.65	7.78	9.05	9.18
16	7.00	7.10	7.23	7.50	7.63	7.85	7.98	9.35	9.48
17	7.25	7.35	7.48	7.75	7.88	8.15	8.28	9.65	9.78
18	7.50	7.60	7.73	8.20	8.33	8.45	8.58	9.95	10.08
19	7.80	7.90	8.03	8.30	8.43	8.90	9.03	10.35	10.48
20	7.95	8.05	8.18	8.65	8.78	9.15	9.28	10.65	10.78
21	8.30	8.40	8.53	8.80	8.93	9.30	9.43	11.05	11.18
22	8.55	8.65	8.78	9.15	9.28	9.60	9.73	11.45	11.58
23	8.75	8.85	8.98	9.50	9.63	9.95	10.08	11.85	11.98
24	9.15	9.25	9.38	9.80	9.93	10.35	10.48	12.25	12.38
25	9.45	9.55	9.68	10.10	10.23	10.65	10.78	12.75	12.88
26	9.85	9.95	10.08	10.45	10.58	11.05	11.18	13.20	13.33
27	10.15	10.25	10.38	10.85	10.98	11.40	11.53	13.60	13.73
28	10.50	10.60	10.73	11.15	11.28	11.75	11.88	14.20	14.33
29	10.90	11.00	11.13	11.60	11.73	12.20	12.33	14.70	14.83
30	11.30	11.40	11.53	12.00	12.13	12.60	12.73	15.20	15.33

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

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

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

1 **33.03** Employees who volunteer for assignments which generate funds, e.g. athletic
2 events and dances, shall be compensated at the rate of \$8.50 per hour. Time
3 spent at such assignment is not subject to the overtime provisions of this
4 Agreement.

5
6 **33.04** An employee whose normal work assignment is designed for him/her to regularly
7 report to his/her worksite between 10 P.M. and 3:30 A.M. shall receive a shift
8 premium of thirty cents (.30) per hour. Shift premium shall not apply to special
9 or temporary assignments such as, but not limited to, field trips for bus drivers,
10 work performed at school functions, and other assignments not normally part of
11 the employee's regular workday.

12
13 **33.05** Effective the 1993-94 school year, all current food service workers shall be paid
14 on the existing salary schedule and all food service workers hired on or after July
15 1, 1993 shall be paid at the rate of six dollars (\$6.00) per hour and those whose
16 normal workday is four (4) hours or less shall not receive Board-paid fringe
17 benefits, e.g. medical insurance, life insurance, and the like. Changes in wages
18 and/or benefits shall only be changed through negotiations.

ARTICLE 34

EFFECT AND DURATION OF AGREEMENT

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25 **34.01** The parties acknowledge that during negotiations which resulted in this Agree-
26 ment, each had the unlimited right and opportunity to make demands and
27 proposals with respect to any subject or matter not removed by law in the area
28 of collective bargaining, and that the understandings and agreements arrived at
29 by the parties after the exercise of that right and opportunity are set forth in this
30 Agreement.

31
32 **34.02** This Agreement shall be effective on the date of execution except that Article 33
33 shall be effective according to its terms. Article 21.01 shall be effective July 1,
34 1983.

35
36 **34.03** This Agreement shall remain in full force and effect until midnight June 30, 1993
37 and shall be automatically extended from month to month unless either party shall
38 give notice to the other in writing of its desire to terminate, in which case the
39 Agreement shall terminate in thirty (30) calendar days. Such extension of the
40 Agreement shall not imply any obligation on the part of the Board to advance an
41 employee from one level to another on the salary schedule.

42
43 **34.04** This Agreement shall be reopened for negotiations no later than May 1, 1993,
44 except by mutual agreement between the parties.

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3 **APPENDIX**

4 **Employee Hospitalization/Medical Plan**

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

9
10 **Aetna Partners Preferred Provider Organization (PPO)**

11
12 Deductibles and stop loss levels will be as follows for the twelve (12) month period from
13 January 1, 1993 through December 31, 1993.

14
15

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

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21 During the plan year January 1, 1993 through December 31, 1993, only expenses
22 incurred in the plan year will be allowed to count toward the deductible for that plan year.
23 The practice of allowing payments made during the last three (3) months of the previous
24 plan year is no longer in effect beginning January 1, 1991.

25
26 **AETNA PPO Health Insurance**

27
28 Monthly rates for the period January 1, 1993 to December 31, 1993.

29
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80/20 In Network	
60/40 Out of Network	
Employee -	\$244
Spouse	\$244
Children	\$118
Other	\$347
Non-Medicare	\$244
Medicare	\$160

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39 PPO plan co-payment - \$10.00 for each in network nonsurgical office visit. Outpatient
40 surgery covered the same as if surgery was performed as an inpatient.

41
42 The following additional benefits will continue to be effective January 1, 1993.

- 43
44 a. One annual cancer screening to include Mammogram, PAP smear, colo-
45 rectal, prostate, blood test for uterine cancer as applicable. Such tests shall be
46 covered at 100% after \$10.00 co-payment per doctor visit for In Network.
47
48

- 1 b. Prescription drugs, limited to a thirty (30) day supply, paid at 100% at
- 2 participating pharmacies after \$5.00 co-payment for generic and a \$10.00 co-
- 3 payment for brand name drugs. The above co-payments will be applied to each
- 4 prescription and each refill.
- 5
- 6 c. Mail order service for long term maintenance prescription drugs. An \$8.00
- 7 co-payment for brand name drugs will be required.
- 8

9 **Blue Cross/Blue Shield Health Maintenance Organization (HMO)**

10
11 Monthly rates for the period January 1, 1993 to December 31, 1993.

12		
13	Employee	\$230
14	Spouse	\$230
15	Children	\$112
16	Other	\$327
17	Non-Medicare	\$230
18	Medicare	\$230
19		

20 Co-payment for each participating doctor office visit - \$10.00.

21
22 Co-payment for generic drugs at participating pharmacies - \$5.00.

23
24 Co-payment for name brand drugs at participating pharmacies - \$10.00.
25 If no generic drug is available, a \$10.00 co-payment is required.

26
27 Employees must elect a primary care physician to provide primary care and to direct
28 covered persons to other specialists.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 15th day of December, 1992 to be effective as stated herein.

THE SCHOOL BOARD OF BREVARD COUNTY

By: Roberta Beckett
Chairman

Attest: Abel Christworth
Superintendent of Schools

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

By: W. D. B.
Business Manager/Chief Negotiator

Attest: Jessie R. Lambetter
Special Representative

NON-DISCRIMINATION NOTICE

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

A student having a grievance concerning discrimination may contact:

Dr. Daniel T. Scheuerer
Equity Coordinator
Assistant Superintendent
Instructional Services

School Board of Brevard County
2700 St. Johns Street
Melbourne, Florida 32940-6699
(407) 631-1911, Ext. 300

or

Ms. Marjorie Eberbach, Director
Secondary Education
Instructional Services

School Board of Brevard County
2700 St. Johns Street
Melbourne, Florida 32940-6699
(407) 631-1911, Ext. 310

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

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

Mr. Howard H. Hickman
Director of Personnel Services

School Board of Brevard County
2700 St. Johns Street
Melbourne, Florida 32940-6699
(407) 631-1911, Ext. 202

SCHOOL BOARD OF BREVARD COUNTY

2700 St. Johns Street
Melbourne, Florida 32940-6699
Telephone: (407) 631-1911

LOCAL UNION 1010, IBPAT
1613-B North Cocoa Boulevard
Cocoa, Florida 32922
Telephone: (407) 631-0275

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