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
6-30-1993

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

Item ID
6178-008b183f012_02

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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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

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AGREEMENT

between the

SCHOOL BOARD OF
BREVARD COUNTY

and the

INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES
LOCAL 1010

1992-93
Bob Barrett
Div of L/R
School Bd of Brevard City
2700 St Johns Street
Melbourne, Florida 32940-6699

407 - 633 - 1000 x 265
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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

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<td>17</td>
<td>Chapter 1 Assistant</td>
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<td>18</td>
<td>Chapter 1 (Migrant) Home School Liaison Assistant</td>
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<td>19</td>
<td>Clerk Typist</td>
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<td>16</td>
<td>Copy Center Clerk</td>
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<td>16</td>
<td>Copy Center Specialist</td>
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<td>17</td>
<td>Hearing Interpreter - Level 1</td>
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<td>18</td>
<td>Hearing Interpreter - Level 2</td>
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<td>Hearing Interpreter - Level 3</td>
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<td>22</td>
<td>Home Program Specialist</td>
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<td>16</td>
<td>Learning Lab Assistant 1 (Adult Ed.)</td>
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<td>16</td>
<td>Library Clerk</td>
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<td>16</td>
<td>Mail Services Clerk</td>
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<td>16</td>
<td>Mental Health Technician</td>
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<td>22</td>
<td>Paramedia Specialist</td>
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<tr>
<td>30</td>
<td>Physical/Occupational Therapist Assistant</td>
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<td>17</td>
<td>Preprofessional</td>
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<tr>
<td>16</td>
<td>Receptionist Educational Services Facility</td>
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<tr>
<td>18</td>
<td>Secretary</td>
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<tr>
<td>17</td>
<td>School Data Clerk</td>
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<td>17</td>
<td>School Office Clerk (Adult Ed.)</td>
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<td>17</td>
<td>School Office Clerk</td>
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<tr>
<td>16</td>
<td>Switchboard Operator</td>
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<td>16</td>
<td>Teacher Assistant 1</td>
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<td>Teacher Assistant 1 (P.E.)</td>
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<td>16</td>
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<td>Teacher Assistant I - Pre-K</td>
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<td>Teacher Assistant I - Exceptional Ed.</td>
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<td>Word Processing Specialist</td>
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<td>Head Custodian II</td>
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<tr>
<td>State Certified Custodian - additional 5% to regular hourly rate</td>
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<td>EQUIPMENT REPAIR AND TECHNICAL</td>
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<td>Carpenter</td>
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<td>Design Draftsman</td>
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<td>Environmental Specialist I</td>
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<td>Fire Extinguisher Mechanic</td>
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<td>Welder</td>
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<td>Parts Specialist</td>
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<td>Driver/Courier</td>
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<td>Film Repairman/Scheduler</td>
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<td>Microfilm Technician</td>
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<td>Property Records Clerk</td>
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<td>Vehicle Parts Inventory Clerk</td>
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<td>Bus Driver</td>
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<td>Route Specialist/Trainer</td>
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<tr>
<td>Transportation Accounting Clerk</td>
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</table>
The normal workday for most employees is eight (8) hours.

Significant exceptions are noted below:

(1) For these positions the normal workday is six (6) hours.

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

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

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

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

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

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

1.033 A temporary employee is a person employed for an approved position to which he/she is temporarily assigned for a period not to exceed four (4) calendar months or to replace a regular employee or part-time employee on a leave of absence for a period not to exceed four (4) calendar months.
1.034 A substitute employee is a person who replaces a regular, part-time or temporary employee on a day-to-day basis. A person shall not remain a substitute employee after having been assigned to work for more than twenty (20) continuous working days within a prescribed position. In the event the position in which the substitute has been working as described herein becomes vacant, such substitute shall not automatically be entitled to such position and the position shall be subject to the procedures for filling vacant position as otherwise provided in this Agreement. "Prescribed position" as used herein shall mean the position assignment of a particular individual employee and shall not be construed to broadly apply to all employees within a classification title.

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

1.04 A "Lead Worker" category may be created by the Board in any of the classification titles listed in Article 1.02. An employee designated as a "Lead Worker" shall be paid at ten percent (10%) above his/her regular rate for the duration of the lead worker assignment. Such assignments are temporary in nature. The creation of a lead worker category and the selection of an employee to fill any lead worker assignment shall be within the total discretion of the Board. Except as otherwise provided herein, a Lead Worker shall only lead workers within his/her job classification and shall not be assigned supervisory responsibilities. The selection of an employee to fill a Lead Worker assignment shall not be made for the purpose of granting a pay increase to such employee. Employees so assigned shall actually perform necessary job functions including the leading of other employees in his/her job classification. Employees who lead as described herein must perform additional functions and responsibilities of a lead for no less than four (4) other employees in order to receive the pay increase. Current employees who are classified as "Leads" who do not meet this criteria shall cease receiving the ten percent (10%) increase as of January 1, 1993. Lead designations shall be annually submitted in writing by the supervisor for approval to Personnel showing what additional responsibilities and functions will be required. The requirement for the Lead Worker to lead in his/her own job classification may be waived when it is necessary to cross job classifications due to the requirements of the work involved and is shown in the written description of duties.

Bus drivers who are designated temporarily as Leads for the purpose of assisting in work required for the start of a school year shall receive an increase of ten percent (10%) of his/her salary for the duration of such temporary assignment.

1.05 An employee assigned additional hours of work at his/her regular assigned work site and within his/her job classification shall be paid at his/her regular rate up to forty (40) hours.
1.06 Employees whose normal work year is less than twelve (12) months and who apply for summer employment shall be utilized for such employment provided that in the judgment of the Board the employee is qualified for such employment and is physically able to perform such work.

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

1.08 The Board and the Union agree to form a six (6) member committee of equal representation appointed by the parties for the purpose of reviewing the District’s job descriptions for unit employees. Such review shall include an examination of the job descriptions submitted by the Union. If there is a mutually agreed to need for additional committee members, equal numbers shall be appointed by both parties.

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

1.10 The Board and the Union agree to form a six (6)-member committee of equal representation appointed by the parties to study possible job classification-upgrades and submit a report to the Union and the Board negotiators. If there is a mutually agreed to need for additional committee members, equal numbers shall be appointed by both parties.

ARTICLE 2

DUES CHECKOFF

2.01 The Board will deduct from the pay of each employee from whom it receives authorization to do so, an amount equal to the dues specified in the Union Bylaws. Such dues deduction shall not be changed more than one time during the fiscal year. Notice of such change shall be received by the Board no later than sixty (60) calendar days prior to the payroll date on which such change is to become effective. Such dues change as provided herein shall only apply to the monthly uniform amount which is deducted from the employee’s check and shall not apply to any other deductions. In the event that the amount of an employee’s check is not sufficient to cover the dues deduction such deduction shall be made for both payroll periods in the next payroll period in which the amount due the employee is sufficient to cover the dues deduction. Existing dues deduction priority shall not be changed except as mandated by law or by mutual agreement between the Board and the Union.
2.02 Said amount shall be deducted per payroll period and remitted to the Union (including employee names, totals, and social security numbers) on or before the tenth day following the last regular paydate of each month. The amount of each biweekly deduction shall be equal to one-twentieth (1/20) of the applicable annual dues. The amount of each monthly deduction shall be equal to one-tenth (1/10) of the annual applicable dues. In addition to the annual dues deduction the Board shall deduct as additional dues one percent (1%) of the gross wage earned each payroll period.

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

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

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

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

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

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

2.09 The Board agrees to deduct from the pay of employees who authorize the Board to do so through procedures described herein for the dues deduction, the amount of ten dollars per school year, a political contribution to the Union's Political Action Committee. Such ten dollars ($10.00) shall be deducted in the amount of fifty cents ($.50) per payroll period. PAC deductions shall be transmitted to the Union in the same manner as regular dues and may be revoked as provided for dues deduction in this Article.
ARTICLE 3
RESPONSIBILITY

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

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

ARTICLE 4
NONDISCRIMINATION

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

ARTICLE 5
COMMUNICATIONS

5.01 The Board agrees that the Union may place a designated and accessible bulletin
board at each school, area office compound, county office, bus and/or mainte-
nance 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.
5.02 The Board agrees that the Union, at its own expense and sole responsibility, may make available to each new employee the following material at the applicable work location: 1) Current Agreement; 2) Membership application; 3) Dues deduction card; 4) AFL-CIO pamphlet WHY UNIONS; 5) Cover letter. Cover letter to be mutually agreed to by the Board and the Union.

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

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

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

ARTICLE 6

PROMOTIONS

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

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

6.03 During the period of posting, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and on a standard form furnished by the Board and such shall be submitted to the Personnel office or such other location(s) as may be specified in the notice. In the event an employee applicant for a posted promotional position is denied the opportunity to be interviewed for such position, the employee may request the Director of Labor Relations to ascertain the reason(s) such interview was unavailable.
6.04 The Board shall permanently fill such job vacancies from among those persons who have applied who are judged by the Board to be most qualified for the position and from this group the most senior qualified employee, if any, will fill the vacancy. Nothing contained herein shall be construed to prohibit the Board from filling a vacant position within the same pay grade by administrative transfer with agreement of the employee who is selected for transfer. In the event the Board elects to so fill a vacant position, the posting and selection procedures as described herein shall be applied to the vacancy created by such administrative transfer.

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

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

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

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

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

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

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

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

(e) This provision shall not be construed so as to require the Board to assign any employee to work beyond eight (8) hours in any single work day.
ARTICLE 7

TRANSFER PROCEDURE

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

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

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

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

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

1. Union materials shall be designated as Union matter and dated where possible to show date of publication.

2. Union material shall be delivered to the front office, cafeteria, and custodial room for distribution by the Union steward.

3. Concurrently, a courtesy copy of such material shall be provided to the principal and sent via courier or U.S. Mail to the Director of Labor Relations or designee.

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

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

SENIORITY

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

ARTICLE 10

LAYOFFS

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

10.011 Bumping shall take place within the job classification; first within the affected work location; secondly, within the relevant administrative areas (i.e., North, Central, and South); thirdly, the affected employee shall then have the right to bump the most junior employee in the county between any geographic areas. Provided that countywide bumping between geographic areas as described herein shall be limited to those employees who are regularly assigned to work in the countywide department of maintenance and who, because of the nature of their jobs, may normally be expected to be assigned to work at any location in the county on any given workday. Maintenance employees who shall not be allowed to exercise this countywide bumping right include but are not limited to clerical and custodial employees. Should the Board determine to relocate its administrative office (s), employees assigned to work in such office at the time of the relocation shall be entitled to be transferred, using seniority, within their job classification up to the number of employees determined by the Board to be necessary at the new work location. Employees who are not transferred shall then have the right to exercise bumping rights within the relevant administrative area.
10.012 An employee who is within twenty-four (24) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights may, at his/her option be provided the opportunity for such countywide bumping rights. An employee holding more than one (1) position shall establish seniority in each position independently provided his/her bumping rights shall be limited to the primary position.

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

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

10.021 Without altering the previously implemented bumping sequence, the following steps will be added to the process only for cafeteria workers, bakers, and cooks.

10.022 The most senior employee on the layoff list will bump the least senior employee who works the hours most nearly the same as the hours worked by the laid off employee.

10.023 Continue the process until the layoff list contains only the least senior employees in the area.

10.024 As vacancies occur, recall from the seniority list will be by seniority only, regardless of the number of hours of the vacant positions.
10.03 Employees to be laid off will have at least fifteen (15) calendar days notice of layoff. The Union shall receive a list of employees to be laid off on the same date the notices are issued to the employees.

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

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

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

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

ARTICLE 11
TERMINATION OF EMPLOYMENT

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

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

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

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

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

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

11.034 CORRECTIVE MEASURES
Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below:

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

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

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

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

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

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

ARTICLE 12
GRIEVANCE PROCEDURE

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

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

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

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

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

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

12.025 No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
12.03 The following steps are to be followed in the handling of all grievances.

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

12.032 Step II (Formal)
If not satisfied with the resolution of the grievance at Step I, the grievant may submit the completed grievance form to the grievance administrator. The completed grievance form shall state the nature of the grievance, shall note the specific clause(s) of the Agreement affected, and the remedy requested. The filing of the grievance at Step II must be within sixteen (16) working days of the event giving rise to the grievance. Within five (5) working days of receipt of the Step II filing, the grievance administrator, the grievant and the Union steward shall meet in an effort to resolve the dispute. The grievant and the grievance administrator may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant, with a copy to the Union, within seven (7) working days of the execution of the waiver as described herein.

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

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

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

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

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

ARTICLE 13

LEAVE WITH PAY

13.01 SICK LEAVE - Each employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each normal contract year. Thereafter, he/she shall be credited with one (1) day of sick leave for each month of employment. In the event an employee is employed for less than four (4) months during a work year, the four (4) days shall be prorated. An employee who is assigned to normally work less than forty (40) hours per week shall only be credited with his/her pro-rata share of sick leave as provided herein. No employee may earn, during any fiscal year, more than a total of one (1) day of sick leave for each complete month of employment. Except as provided herein sick leave shall only be used up to the maximum amount earned and credited on the employee’s check stub excluding any such sick leave earned and taken during the period of time between the end of the payroll period and the date the employee is normally scheduled to receive his/her check. The Board shall credit employees with earned sick leave at the end of each payroll period. Sick leave may be used
for either personal illness (including illnesses or disablement related to or
disablement due to the birth of a child, provided the matters prescribed within
these parentheses shall not be applicable to any employee on maternity leave)
or illness or death of a child, spouse, parent, brother, sister, grandparent,
grandchild, aunt, uncle, niece, nephew, child’s spouse, father-in-law, mother-in-
law, sister-in-law, brother-in-law, or a person residing in the same household as
the employee.

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

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

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

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

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

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

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

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

**13.0241** The length of such leave shall be for no less than one-half
(1/2) of the employee’s assigned workday unless otherwise
allowed by the supervisor.
13.0242 No more than eight percent (8%) or one (1), whichever is greater, of employees at any given worksite shall be absent on such leave at any given time, provided such limitation shall be waived by the Board at its discretion without precedent. The term "worksite" as used herein shall mean the cost center to which the employee is assigned for payroll purposes.

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

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

(b) to attend to Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business.

(c) any form of work stoppage.

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

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

13.04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA

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

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

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

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

13.06 SICK LEAVE BANK

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

13.07 The Board shall provide an employee with the option of an annual payment for sick leave days accumulated during the school year provided such payment is subject to the employee’s exemplary attendance for the normal work year as reflected in the district’s payroll records. An employee who is absent for more than four (4) workdays during the normal work year shall not be eligible for annual payment as provided herein. Provided that absences on approved professional leave, line-of-duty leave or vacation leave shall not adversely affect such record of exemplary attendance. Any other absences from duty shall act as a bar to the benefit provided in this paragraph. Payment for such exemplary attendance shall be calculated at eighty percent (80%) of the affected employee’s normal daily rate times ten (10) days. Days for which such payment is received shall be deducted from the accumulated sick leave balance. Payment as provided herein shall be included in the affected employee’s first regular paycheck of the following regular work year. Employees whose normal work year is less than twelve (12) months shall receive payment no later than the first normal biweekly payroll in July following the end of their normal work year.
ARTICLE 14

LEAVE WITHOUT PAY

14.01 LEAVE OF ABSENCE

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

14.02 MATERNITY LEAVE

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

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

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

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

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

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

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

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

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

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

Military leave shall be granted up to a maximum of seventeen (17) days in any fiscal year without loss of time, pay, or efficiency rating.

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

14.04 EXTENDED ILLNESS

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

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

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

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

14.06 REEMPLOYMENT RIGHTS

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

14.07 UNION LEAVE

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

VACATIONS

15.01 Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday. Vacation earned in a given payroll period shall be taken only during a payroll period following the payroll period in which such vacation was earned.

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

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

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

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

15.024 For purposes of determining years of continuous service under Sections 15.022 and 15.023 the anniversary date of regular employment shall be used to compute full years of service.

15.025 As of January 1 of each year, all accrued vacation in excess of forty (40) days shall be deducted from the employee’s accrued vacation leave balance. Provided that prior to such deduction properly requested vacation leave shall not be, unreasonably denied. Failure of an employee to apply for vacation leave shall result in loss of all vacation in excess of forty (40) days as otherwise provided herein.

15.026 Terminal pay of earned vacation shall be limited to thirty-five (35) days.

15.03 Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes an employee eligible for vacation time. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months. Continuous service shall not include employment as a substitute or temporary employee.
15.04 Vacation will be scheduled by the building principal or department head. When practicable, vacation preference shall be honored in accordance with the seniority of affected employees, provided the needs of the school district shall at all times remain paramount. Where feasible, continuous vacation periods shall be allowed. Vacation time unused any single year may be accumulated up to forty (40) days. In the event an employee uses his/her vacation for sick leave purposes as provided in Article 13.01, he/she shall notify his/her immediate supervisor of such use or intent to use as soon as circumstances may reasonably permit. This shall not be construed so as to relieve the employee of the obligation to provide the Board with prior notice of absenteeism. Request for vacation shall be submitted on a form provided by the Board for that purpose. The date of such submission shall be such so as to give the Board reasonable advance notice of the employee’s desire to be absent.

15.05 This Article shall not apply to bus attendants, pre-professionals, paramedia specialists, Chapter I Assistant, home program specialists, cooks, bus drivers, Teacher Assistant I, Teacher Assistant II, tutorial program specialists, bakers cafeteria workers, and any other Type “N” employees.

ARTICLE 16

HOLIDAYS

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

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

   a. The holiday occurs during the employee’s prescribed work year.

   b. An employee who is suspended without pay and such suspension covers a paid holiday shall not receive holiday pay for such date.

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

16.03 An employee who is not regularly assigned to work on a scheduled paydate shall be paid on his/her last regularly scheduled workday immediately preceding the scheduled paydate. Provided that this section shall not apply should such last regularly scheduled workday fall more than one (1) workday prior to the scheduled paydate.
ARTICLE 17

TERMINAL PAY

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

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

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

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

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

ARTICLE 18
PENSION FUND

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

ARTICLE 19
LIFE INSURANCE

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

ARTICLE 20
HOSPITAL AND MEDICAL INSURANCE

20.01 The parties agree that hospital and medical options and benefits shall be made available for employees to select under the district flexible compensation plan. A document containing information on insurance and other benefits shall be distributed to employees no later than three (3) weeks prior to the re-enrollment deadline. Effective January 1, 1993, the Board agrees to continue the current contribution to the district flexible compensation plan of $244.00 per month for employees who select the Preferred Provider Organization (PPO) option and
$230.00 per month for employees electing the Health Maintenance Organization (HMO) option. Except as otherwise provided herein, effective January 1, 1993, an employee who exercises his/her option to opt out of the district flexible compensation plan shall receive the amount of $657.00 ($54.75 per month). If both husband and wife are employees of the Board and one elects to opt out and be covered by the other spouse, the spouse who opts out shall receive the full amount of the Board's contribution and shall be exempt from provisions of insurability requirements as specified below. Such amount shall be determined by the plan election of the other spouse. Effective January 1, 1993, in the event an employee who has opted out seeks to return to one of the district's health benefit programs during enrollment periods, such employee must provide the insurance company, at his/her own expense, satisfactory proof of insurability, and in such instances pre-existing conditions shall not be covered under the district plan for a period of twenty-four (24) calendar months or as otherwise specified in the plan(s). In addition the Board shall provide the following benefits:

1) A vision insurance plan which covers each individual employee at no cost to the employee.

2) A dental insurance plan option which each employee may choose to take as a part of his/her flex dollar expenditure. Such plan shall include both single and dependent coverage.

3) The Union shall be invited to submit to the Board recommendations as to the content of bid specifications for the district hospitalization/medical options and benefit plan as provided herein. The Union shall be provided a copy of such final bid specifications prior to such being recommended to the School Board for approval.

20.02 The Board shall continue to provide employees at the time of normal retirement the option of participation in the Board's medical insurance program which is provided for regular employees of the Board.

20.03 In the event an employee is terminated, the District shall calculate the coverage such employee is due based on his/her premium contributions and appropriate insurance coverage shall be provided by the Board.
ARTICLE 21

SAFETY AND HEALTH PROVISIONS

21.01 Any employee who is required to undergo a medical examination as a condition of continued employment shall, at the Board’s expense and on his/her own time, promptly submit himself/herself for an examination by a licensed physician of the Board’s own choice. Upon failure to comply with such a request within a reasonable time, the employee may be terminated or otherwise disciplined. In lieu of the foregoing, the Board may provide to each bus driver an allowance of forty-five dollars ($45.00) per year, payable no later than September 30, or thirty (30) calendar days following employment or thirty (30) days following the effective date of this Agreement, whichever shall last occur.

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

21.03 The Board and the Union shall establish a three-tier safety and loss control committee to review all alleged safety complaints and/or hazardous conditions. The tiers shall include active committees at each location with more than fifteen (15) employees, at each area and on a districtwide level. Each committee shall include equal representation from the Union and the Board.

21.04 The committees mentioned in 21.03 shall review all safety complaints and/or hazardous conditions within five (5) working days after being referred by the appropriate complainant or committee, and such matter has not been corrected. All complaints shall be submitted on a standardized form. The first tier committee shall endorse such comments as it deems appropriate on this form. The form shall then follow the complaint through the review process provided in the Agreement.

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

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

21.07 The Board shall make available to each bus driver appropriate disinfectant, gloves and absorbent cloths for clean-up purposes.
ARTICLE 22

STEWARDS’ RIGHTS

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

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

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

22.031 Investigate and process grievances.

23.032 Post Union notices.

23.033 Solicit Union membership during employee’s non-working time.

23.034 Attend negotiating meetings.

23.035 Transmit communications, authorized by the Union or its representatives, to the Board’s representative.

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

22.037 The designated Union steward at each location shall be the designated employee for the purposes of Articles 5.01, 21.03, and 22.01. The Union shall submit in writing the name of the designated Union steward at each location to the administrative head of such location prior to such steward performing any of the functions provided herein. A districtwide master list of all designated shop stewards showing the name, classification and work location shall be provided in writing to the Director of Labor Relations. Such listings to be provided no later than August 15 each year and updated, to reflect changes, no later than January 1 each year. This provision shall not be construed so as to restrict the Union’s right to alter the list as the need arises.
ARTICLE 23

GENERAL SAVINGS

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

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

ARTICLE 24

SUBCONTRACTING

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

ARTICLE 25

INDIVIDUAL AGREEMENT

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

25.02 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees except as the needs of the school district clearly require.
ARTICLE 26

REST AND LUNCH

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

<table>
<thead>
<tr>
<th>Assigned to Be Present</th>
<th>Breaks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4 hours</td>
<td>None</td>
</tr>
<tr>
<td>4 hours</td>
<td>One 10 minute paid rest</td>
</tr>
<tr>
<td>More than 4 but less than 6 hours</td>
<td>One 10 minute paid rest</td>
</tr>
<tr>
<td>6 hours</td>
<td>One 10 minute paid rest</td>
</tr>
<tr>
<td>More than 6 hours</td>
<td>One 30 minute unpaid meal</td>
</tr>
<tr>
<td></td>
<td>Two 10 minute paid rests</td>
</tr>
<tr>
<td></td>
<td>One 30 minute unpaid meal</td>
</tr>
</tbody>
</table>

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

ARTICLE 27

CLOTHING

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

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

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

ARTICLE 28

OVERTIME

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

28.011 All work performed in excess of forty (40) hours in one week.

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

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

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

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

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

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

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

BUS DRIVERS

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

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

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

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

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

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

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

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

29.024 At the beginning of the month, the driver with the least number of field trip hours would be at the top of the log and the driver with the most would be at the bottom. Drivers would typically be contacted in sequence from top to bottom as trips become available.
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.
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.
30.04 Classified employees shall be afforded the following:

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

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

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

b. The employee presents proper identification for admittance.

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

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

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

ARTICLE 31
INSERVICE TRAINING

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

ARTICLE 32
EQUAL PAY PROVISION

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

WAGE AND SALARY SCHEDULE

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.

<table>
<thead>
<tr>
<th>1992-93 WAGE AND SALARY SCHEDULE</th>
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<tbody>
<tr>
<td>Grade</td>
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</tbody>
</table>

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

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

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

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

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

ARTICLE 34

EFFECT AND DURATION OF AGREEMENT

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

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

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

34.04 This Agreement shall be reopened for negotiations no later than May 1, 1993, except by mutual agreement between the parties.
Employee Hospitalization/Medical Plan

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

Aetna Partners Preferred Provider Organization (PPO)

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

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Stop Loss</th>
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<tbody>
<tr>
<td>80/20 (PPO in Network)</td>
<td>Individual $1,500 (In Network)</td>
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<tr>
<td>60/40 (Out of Network)</td>
<td>Family $3,000 (In Network)</td>
</tr>
<tr>
<td>Individual $400</td>
<td>Individual $2,000 (Out of Network)</td>
</tr>
<tr>
<td>Family $800</td>
<td>Family $4,000 (Out of Network)</td>
</tr>
</tbody>
</table>

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

AETNA PPO Health Insurance


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

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

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

- One annual cancer screening to include Mammogram, PAP smear, colorectal, prostate, blood test for uterine cancer as applicable. Such tests shall be covered at 100% after $10.00 co-payment per doctor visit for in Network.
b. Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating pharmacies after $5.00 co-payment for generic and a $10.00 co-payment for brand name drugs. The above co-payments will be applied to each prescription and each refill.

c. Mail order service for long term maintenance prescription drugs. An $8.00 co-payment for brand name drugs will be required.

Blue Cross/Blue Shield Health Maintenance Organization (HMO)


| Category            | Rate  
|---------------------|-------|
| Employee            | $230  
| Spouse              | $230  
| Children            | $112  
| Other               | $327  
| Non-Medicare        | $230  
| Medicare            | $230  

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

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

Co-payment for name brand drugs at participating pharmacies - $10.00.

If no generic drug is available, a $10.00 co-payment is required.

Employees must elect a primary care physician to provide primary care and to direct 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: [Signature] Chairman

Attest: [Signature] Superintendent of Schools

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

By: [Signature] Business Manager/Chief Negotiator

Attest: [Signature] 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 Ehretbach, 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