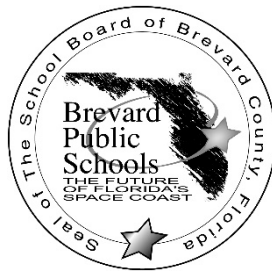


A G R E E M E N T

**between the
SCHOOL BOARD OF
BREVARD COUNTY**



**and the
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
LOCAL 1010**



2019-2020

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Article 1 - Recognition

Preamble: This Agreement is made and entered into by the International Union of Painters and Allied Trades, Local Union 1010, AFL-CIO, hereinafter referred to as “Union”, and the School Board of Brevard County, hereinafter referred to as “Board”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and prompt means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between parties regarding wages, hours, and other terms and conditions of employment.

1.01 Pursuant to, and in accordance with, the provisions of Florida Statutes, Chapter 447, or as such Chapter may be amended, the Board hereby recognizes the Union as the exclusive bargaining representative of all professional/technical classified employees listed in Section 1.02 for the purpose of collective bargaining with the Board regarding wages, hours and other terms and conditions of employment.

1.02

Classification	Classification Title	Pay Grade
CORE-CAFÉ	Café - Baker	16
CORE-CAFÉ	Café - Baker/Cook	16
CORE-CAFÉ	Café - Cashier	16
CORE-CAFÉ	Café - Cook	16
CORE-CAFÉ	Café - Worker	15

Classification	Classification Title	Pay Grade
CORE	Activity Leader I - Brevard After School	18
CORE	Activity Leader II - Brevard After School	19
CORE	Applied Technology - VPK Assistant	16
CORE	Behavior Technician I	18
CORE	Behavior Technician II	19
CORE	Bookkeeper - Elementary School	20
CORE	Bookkeeper - Middle School	21
CORE	Bookkeeper - Senior High	22
CORE	Bus Driver	21
CORE	Campus Monitor	17
CORE	Carpenter I	23
CORE	Carpenter II	24
CORE	Carpenter III	25
CORE	Clerk - Facilities Office	18
CORE	Clerk - Purchasing	21
CORE	Clerk - School Data	18
CORE	Clerk - School Data/Guidance	18
CORE	Clerk - School Office	18
CORE	Clerk - Shipping & Receiving	18
CORE	Clerk - Transportation Office	18
CORE	Clerk - Typist	17

CORE	Custodian	15
CORE	Driver/Courier I	21
CORE	Driver/Courier II	24
CORE	Electrician I	24
CORE	Electrician II	25
CORE	Electrician III	26
CORE	Electrician IV	27
CORE	Equipment Operator I	22
CORE	Equipment Operator II	25
CORE	Family Advocate Assistant - Head Start	20
CORE	Group Leader I - Brevard After School	16
CORE	Group Leader II - Brevard After School	17
CORE	Head Custodian I	20
CORE	Head Custodian II	21
CORE	Infant Day Care Assistant I	16
CORE	Infant Day Care Assistant II	17
CORE	Installer I - Floor Covering	22
CORE	Installer II - Floor Covering	23
CORE	Installer III - Floor Covering	24
CORE	Instructional Assistant I	18
CORE	Instructional Assistant I - Communications	18
CORE	Instructional Assistant I - Dual Sensory	18
CORE	Instructional Assistant I - eLearning Center	18
CORE	Instructional Assistant I - ESOL	18
CORE	Instructional Assistant I - Exceptional Education	18
CORE	Instructional Assistant I - Literacy Outreach	18
CORE	Instructional Assistant I - Parent Education Liaison ESOL	18
CORE	Instructional Assistant I - PreK/ESE	18
CORE	Instructional Assistant I - PreK/VPK Head Start	18
CORE	Instructional Assistant I - Title I	18
CORE	Instructional Assistant I - Title I Neglected/Delinquent Data Specialist	18
CORE	Instructional Assistant I - VPK/CTE	18
CORE	Instructional Assistant I - VPK/ESE Blended Model	18
CORE	Instructional Assistant II	19
CORE	Instructional Assistant II - Communications	19
CORE	Instructional Assistant II - Dual Sensory	19
CORE	Instructional Assistant II - eLearning Center	19
CORE	Instructional Assistant II - ESOL	19
CORE	Instructional Assistant II - Exceptional Education	19
CORE	Instructional Assistant II - Literacy Outreach	19
CORE	Instructional Assistant II - Parent Education Liaison ESOL	19
CORE	Instructional Assistant II - PreK/ESE	19
CORE	Instructional Assistant II - PreK/VPK Head Start	19
CORE	Instructional Assistant II - Title I	19

CORE	Instructional Assistant II - Title I	19
	Neglected/Delinquent Data Specialist	
CORE	Instructional Assistant II - VPK/CTE	19
CORE	Instructional Assistant II - VPK/ESE Blended Model	19
CORE	Locksmith I	22
CORE	Locksmith II	23
CORE	Locksmith III	25
CORE	Mason I	23
CORE	Mason II	24
CORE	Mason III	25
CORE	Mechanic - Power Tool/Equipment	23
CORE	Mechanic I - Gas Appliance Repair	24
CORE	Mechanic I - HVAC/Refrigeration	25
CORE	Mechanic I - Machinist	25
CORE	Mechanic I - Paint & Body	25
CORE	Mechanic II - Gas Appliance Repair	25
CORE	Mechanic II - HVAC/Refrigeration	26
CORE	Mechanic II - Machinist	26
CORE	Mechanic II - Paint & Body	26
CORE	Mechanic III - Gas Appliance Repair	27
CORE	Mechanic III - HVAC/Refrigeration	27
CORE	Mechanic III - Machinist	27
CORE	Mechanic III - Paint & Body	27
CORE	Mechanic IV - HVAC/Refrigeration	28
CORE	Mechanical Technician Helper	18
CORE	Mechanical Technician I	25
CORE	Mechanical Technician II	26
CORE	Mechanical Technician III	27
CORE	Media Assistant	19
CORE	Painter I	22
CORE	Painter II	23
CORE	Painter III	24
CORE	Personal Care Assistant	16
CORE	Plumber I	24
CORE	Plumber II	25
CORE	Plumber III	26
CORE	Plumber IV	27
CORE	Pre-Press Technician	23
CORE	Printer	22
CORE	Roofer I	23
CORE	Roofer II	24
CORE	Roofer III	25
CORE	Specialist - Athletic Field & Grounds	28
CORE	Specialist - Bus Routing	23
CORE	Specialist - Maintenance Service Center	19
CORE	Specialist - Materials Control	19
CORE	Specialist I - Accounting	21
CORE	Specialist II - Accounting	23

CORE	Specialist II - Project Administrative	26
CORE	Teacher Assistant - POT/PI/APE	16
CORE	Technician - Bindery	18
CORE	Technician - Facility Maintenance	29
CORE	Technician - Fleet Vehicle Interiors	21
CORE	Technician - Grounds Maintenance	16
CORE	Technician - Planning & Design	II
CORE	Technician I - Technology Repair	24
CORE	Technician II - Technology Repair	25
CORE	Technician III - Technology Repair	26
CORE	Technician IV - Technology Repair	27
CORE	Technician V - Technology Repair	28
CORE	Warehouseman	21

Classification	Classification Title	Pay Grade
PTH	Administrative Secretary	MM
PTH	Assistant Shop Foremen	II
PTH	Buyer I	KK
PTH	Buyer II	MM
PTH	Certified Training Custodian	HH
PTH	Computer Operator I	EE
PTH	Computer Operator II	GG
PTH	Computer Operator III	HH
PTH	Computer Operator IV	MM
PTH	Coordinator - Food & Nutrition Services Free & Reduced Application	MM
PTH	Coordinator - Payroll	LL
PTH	Customer Service Representative	FF
PTH	District & School Security Coordinating Clerk	CC
PTH	Educational Interpreter/Transliterater - Apprentice Level	JJ
PTH	Educational Interpreter/Transliterater - Proficient Level	MM
PTH	Educational Interpreter/Transliterater - Provisional +36 Level	LL
PTH	Educational Interpreter/Transliterater - Provisional Level	KK
PTH	Employment Specialist I - Filing	AA
PTH	Employment Specialist II - Intake	CC
PTH	Employment Specialist III - Inservice	EE
PTH	Employment Specialist III - Leaves	EE
PTH	Employment Specialist III - Recruitment	EE
PTH	Employment Specialist IV - Instructional	FF
PTH	Employment Specialist IV - Leaves	FF
PTH	Employment Specialist IV - Support	FF
PTH	Facilities Fund Accountant	LL
PTH	Family Advocate - Head Start	DD
PTH	Fund Accountant	LL

PTH	Graphic Designer	MM
PTH	Intern - Food & Nutrition Services	AA
PTH	Intern Coordinator - Brevard After School	AA
PTH	Key Operator	FF
PTH	Project Field Coordinator	LL
PTH	Registrar - Data Specialist	FF
PTH	Secretary	FF
PTH	Specialist - Brevard After School	DD
PTH	Specialist - Environmental Safety	MM
PTH	Specialist - Food & Nutrition Services Commodities	DD
PTH	Specialist - Food & Nutrition Services Distribution	DD
PTH	Specialist - GED Client Support	FF
PTH	Specialist - Help Desk	FF
PTH	Specialist - Property Records	FF
PTH	Specialist I - Data Management	FF
PTH	Specialist I - Payroll	DD
PTH	Specialist I - Retirement	HH
PTH	Specialist I - Risk Management	HH
PTH	Specialist II - Data Management	LL
PTH	Specialist II - Medicaid	CC
PTH	Specialist II - Payroll	GG
PTH	Specialist II - Retirement	JJ
PTH	Specialist II - Risk Management	JJ
PTH	Specialist III - Accounting	JJ
PTH	Specialist III - Risk Management	LL
PTH	Specialist V - Employment	LL
PTH	Technician - Fleet Video & Communications	II
PTH	Technician - Records Retention	FF
PTH	Technician - Technology Service	MM
PTH	Work Control Analyst	II

Classification	Classification Title	Pay Grade
PTS	Auditor - School Accounting	M
PTS	Auditor Sr. - School Accounting	T
PTS	Coordinator - Communications & Engagement Programs	H
PTS	Coordinator - Communications, Development & Cust. Svc.	C
PTS	Coordinator - Custodial	C
PTS	Coordinator - Food & Nutrition Services Equipment	L
PTS	Coordinator - Media & Publications	H
PTS	Coordinator - Program Development/Brevard After School	E
PTS	Digital Producer	O
PTS	Graphic & Digital Marketing Associate	G
PTS	Human Resources Partner	K
PTS	Human Resources Partner - Senior	N
PTS	Manager - Auditorium Technical	B

PTS	Plans Examiner/Inspector	M
PTS	Specialist - Communications Technology	H
PTS	Specialist - Energy Conservation	M
PTS	Specialist - ESE Transportation	M
PTS	Specialist - Food & Nutrition Services Dietician	L
PTS	Specialist - Maintenance Communication	G
PTS	Specialist - Risk Management Property & Claims	L
PTS	Specialist - Telecommunications	K
PTS	Systems Analyst - Food & Nutrition Services	R
PTS	Technology Analyst - Transportation Systems	N

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

For the duration of the contract year, employees will work the “days of service” calendar approved by the Board and assigned to their pay-type. The “days of service” calendars are posted on the Human Resources webpage.

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

(1) The normal workday for this position will not exceed six (6) hours per day. The number of workdays, paid holidays, and annual leave days are defined in the “days of service” calendar referenced in Article 1.02.

(2) The number of workdays, paid holidays, and annual leave days are defined in the “days of service” calendar referenced in Article 1.02.

(3)The number of workdays, paid holidays, and annual leave days are defined in the “days of service” calendar referenced in Article 1.02.

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

Employees hired on or before June 30, 1972, who have continuous service, shall be exempt from a reduction in hours as a result of the implementation of the revised Cafeteria Staffing Plan. Effective July 1, 1997, dual positions in the Cafeteria will be eliminated.

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

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 such schedule may reflect four (4) days at ten (10) hours per day rather than five (5) days at eight (8) hours per day. 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. 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 25 of this Agreement provided that for the two (2) paid rest breaks shall be increased to fifteen (15) minutes.

1.021 Allow Directors the flexibility to modify the current shift of FAST teams (preventive maintenance and routine reports) and custodial staff to a mid-day schedule, e.g.: 11:30 am to 8:00 pm)

To maintain service technician schedule, e.g.: 7:00 am. to 3:30 pm to allow for flexibility to establish a five (5) day workweek beginning on Tuesday and ending on Saturday (no Sundays). Allow supervisors of preventive maintenance and routine repairs and custodial staff to assign a four (4) day workweek and overlapping schedules to cover Monday through Friday and possibly Saturday (four (4) ten (10)-hour days). Change of an employee's shift requires at least a two (2) week notice to employees before implementing a new schedule.

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. Lead designations shall be annually submitted in writing by the supervisor for approval to Human Resources Services 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 purposes of assisting in other assignments, including CDL training, shall receive an increase of ten percent (10%) of his/her salary for the duration of such temporary assignment.

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

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

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

1.08 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.

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

1.082 The primary position is the position in which the employee is assigned to work the most hours on a regular daily basis, not including overtime.

1.083 When two positions are held and both are scheduled for the same number of work hours, the position in which the employee has the most seniority shall be the primary position.

1.09 Effective with the 2013-2014 school years all employees will be assessed an \$8.00 annual fee which will be deducted from the first payroll check in October of their contract year. This fee is to maintain the Level II background screening requirements under the Jessica Lunsford Act.

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 identification numbers) on or before the tenth day following the last regular pay-date of each month. The amount of each semi-monthly 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. Union agrees to furnish the Board on a monthly basis with information as to which employees have revoked dues deductions as provided herein. After receipt from the Union and when the Board has also received a revocation from the employee, the Board will process the revocation.

2.05 There shall be no charge to the Union for dues deductions.

2.06 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.

2.07 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.

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.

4.02 The Board agrees that it shall not illegally discriminate against any support staff employee with respect to wages, hours, or conditions of employment by reason of race, color, creed, national origin, sex, sexual preference, religion, or age. The Board further agrees that sexual harassment and actions that create a hostile work environment shall not be tolerated.

Article 5 - Communications

5.01 The Board agrees that the Union may place a designated and accessible bulletin board at each school, area office compound, county office, bus and/or maintenance compound, 520 warehouse, and 520 bus compound. This section will not apply to any facility, which is temporarily or permanently inoperative. An effort shall be made to utilize a location convenient for all employees during their normal work hours. Provided that the placement, location, size, color, and other characteristics of such bulletin board shall be by mutual agreement between the Union and the Director of Labor Relations, and provided further that this provision shall not be construed so as to require any expenditure on the part of the Board. All unit job openings shall be posted on this bulletin board. Such posting on the Union bulletin board shall be the responsibility of the Union. No later than September 15 of each year, the Union shall provide, in writing, to the Director of Human Resources Services/Labor Relations with the names of the bargaining unit members (Site Representatives), and their work locations, or Union Representatives who may have the responsibility for the posting and maintaining of such bulletin boards.

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 Director of Human Resources Services/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 in spreadsheet format of unit employees by school and/or work location which shall include their full names, identification numbers, full home mailing addresses, and job classifications. The file layout will have columns for employee identification number, last name, first name, middle initial, first street address, second street address, city, state, zip code, school and/or work location, job classification, and pay grade and step

Article 6 - Promotions

6.01 For the purposes of Article 6.01, the term "promotion" as used in this Article means the advancement of an employee to a different rated job classification or classification and/or higher pay grade.

6.02 All vacancies within the bargaining unit for regular employment will be posted by Human Resources on the District's webpage. The notices shall include the job classification, rate of pay, number of hours/day and months/year, 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 and Annual Leave days. At the same time of such posting an electronic copy of the notice shall be sent to the business representative of the Union or designee.

6.03 During the period of posting, employees, except probationary employees, who wish to apply for the open position, including employees on layoff and those on leave may do so. The application on the School Board web site shall be completed in full by the applicant. Additional documentation may be requested and such required information shall be submitted to the Human Resources 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 Human Resources Services/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. Qualifications, evaluation reports and length of service will be considered. The possession of a license or certificate related to an employee's particular skill or trade shall be considered as part of his/her qualifications. Qualified employees applying for a promotion shall be given full consideration for vacant positions prior to hiring new employees.

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

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 an electronic copy to all employee applicants (at their School Board e-mail address) 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 a job that is similar and comparable to the job from which he/she was

promoted. The similar and comparable position will be at the same rate of pay as the employee's previous position.

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 workday.

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. Qualified employees requesting a transfer shall be given full consideration for vacant positions prior to hiring new employees.

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 twelve (12) calendar months of application authorized under Section 7.01, 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 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 reapplication. No more than three (3) employees shall be granted such leave in any one-year. The employee(s) shall accrue seniority while on such leave not to exceed two (2) years and shall not be applicable to movement on the wage and salary schedule. At the end of said leave, the employee(s) may return to his/her previous job classification pursuant to Article 10 of this Agreement. Except as provided above, 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.

8.011 Employees granted leave under 8.01 above shall be allowed to participate in Board approved benefit plans, Florida Retirement, and Social Security plans which are available to other unit employees. Such participation shall be at no cost to the Board. Procedures shall be developed which are mutually acceptable to the Board and the Union. Mutual agreement or the lack of same shall not be subject to the grievance procedure of this Agreement.

8.02 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 eighteen (18) 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 two (2) employees shall be absent from any single worksite at the same time, provided the employees are not in the same job classification.
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 four (4) days' notice shall be required for such leave application.
5. No more than eight (8) days of such leave shall be taken by any one employee during any given school year.

8.03 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. If negotiations are conducted during the regular employee workday, leave of absence without loss of pay or accumulated leave shall be granted to up to fifteen (15) members of the Union bargaining team.

8.04 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.

8.05 DISTRIBUTION OF LITERATURE – The Union shall have the right to place materials in mailboxes of support staff who have one, and a centrally located receptacle (box, tray, basket, etc.) for support staff without a mailbox, for communications with employees, provided that materials shall not be derogatory against the Board. Principals/Supervisors will be given a copy of materials prior to distribution.

1. Union materials shall be designated as Union matter and dated where possible to show date of publication.
2. 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.

8.051 Electronic Mail System – The Acceptable Use Agreement for the use of the School Board of Brevard County's electronic mail system shall be effective beginning the 2012-2013 school years.

The Union may have the use of the Board's electronic mail system for the purpose of informing members of the bargaining unit of scheduled meetings and implementing the collective bargaining agreement. Should any employee, whether a member or a non-member, request the Union cease sending them electronic mail communications, the Union shall immediately remove that employees' name from the distribution list and shall not send the employee any further electronic communications. The Union shall comply with all applicable federal, state and local laws and Board policies regarding the use of such systems. All communications shall be during non-work time.

The electronic mail system shall not be used for the distribution of information which is political, slanderous, defamatory, libelous, or in any way critical of the Board, the Superintendent or any administrator or other employee of the School Board. It shall not be used for solicitation of non-members or for materials related to internal election of Union officers. Should Union or its representative, acting on behalf of Union, violate the terms of the agreement, the Superintendent shall have authority to suspend the right to use the electronic system.

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

1. Superintendent's Insurance Advisory 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.

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

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

8.08 SCHOOLS, BUS AND MAINTENANCE COMPOUNDS VISITATION BY UNION REPRESENTATIVES

1. Prior to any school, bus or maintenance compound visit the Union official will contact the principal or manager in charge to discuss the purpose of the visit. This must be done twenty-four (24) hours in advance of the visit.

2. Such visitation shall in no way disrupt or interfere with work procedures; employees can only visit during non-work times.

3. No more than two (2) union representatives shall be present in any single work location at any one time.

8.09 UNION REPRESENTATION AT BOARD MEETINGS

The union shall have the right to request to be placed on the Board agenda at all regular Board meetings.

8.10 MEETINGS FOR NEWLY EMPLOYED SUPPORT STAFF

If the Board shall conduct district-wide meetings, orientations or in-service meetings for newly employed support staff for the purpose of providing general employment information, the Union Representative shall be advised of such meeting(s) and given the opportunity to briefly communicate with the support staff employees of the district.

8.11 LABOR/MANAGEMENT MEETINGS

The Chief Negotiator and/or Lead Negotiator for the School Board and the Chief Negotiator and/or Assistant for the Union may periodically meet at mutually agreeable times to discuss procedures for avoiding future grievances. Additional discussions may include other topics that are relevant to employee safety and improved relationships between the parties.

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 Board shall first seek volunteers. 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.

10.014 A list of employees on layoff shall be made available to all worksites. Such employees shall be offered the opportunity to substitute in their laid-off classification

before other or non-employees are utilized. If utilized such employees shall receive the substitute rate of pay.

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

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

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

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

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

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

10.07 Employees who have been reassigned to another work location due to the closing of their school, shall have the right to return to that location if the Board reopens such school within a twelve (12) calendar month period following the relocation of the affected employees.

Article 11 - Termination of Employment

11.01 An employee who has completed ninety (90) calendar days of continuous service shall not thereafter be discharged except for just cause. Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board

and the employee. An employee on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall neither 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.

11.03 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 there from.

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

11.034 CORRECTIVE MEASURES - Discipline shall be corrective and progressive in nature, and shall be given as soon as possible in relationship to the event-giving rise to such action, but in no case more than seven (7) working days after the investigation is complete. 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) A supervisor shall notify an employee regarding any job-related problems(s) and shall inform the employee of the supervisor's specific expectations for improvement. Counseling shall not be considered discipline, and shall be in writing as a Summary of Conference.

(b) **First offense** – 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 acknowledgement of receipt.

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

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

(e) **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 (b) and (c) 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 twelve (12) calendar months after either (b), (c), or (d) 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 (b), (c), or (d). Documented oral reprimands, written reprimands and suspensions without pay shall not be used as the basis for taking the next step of discipline after twelve (12) months from the date of the first oral reprimand issued.

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

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

11.035 The written actions in 11.034 above shall have as part of their content the briefly stated reasons for the discipline.

Article 12 - Grievance Procedure

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

12.02 The Union shall have the right to present grievances in accordance with the following procedures:

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

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

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

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

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

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

12.031 Step I (Informal)

The employee and, if the employee desires a Union steward, shall first meet informally with his/her supervisor in an effort to resolve the grievance. This meeting will be scheduled within five (5) working days of the event/knowledge of the event giving rise to 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. Resolution of this step of the grievance procedure will be completed and given to the employee and electronically sent to the Union Steward or Representative no later than two (2) workdays after such meeting.

12.032 Step II (Formal)

If not satisfied with the resolution of the grievance at Step I, the grievant may submit the completed electronic 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 eighteen (18) working days of the event/knowledge of the event-giving rise to the grievance. Within five (5) working days of receipt of the Step II filing, the grievance administrator, the grievant and the Union steward shall meet in an effort to resolve the dispute. The grievant and the grievance administrator may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant, with a copy to the Union, within seven (7) working days of the Step II meeting, or if no Step II meeting is held, within five (5) working days of the execution of the waiver as described herein.

12.033 Step III (Formal)

Within seven (7) workdays 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 electronic grievance form to the Superintendent or designee. Within seven (7) work 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 an electronic copy submitted to the Union, within seven (7) workdays of the Step III meeting.

12.034 Step IV (Formal)

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

12.035 Step V (Formal)

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

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

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

12.06 Except by mutual agreement between the Board and the Union to the contrary, the filing of a grievance up to and including Step III shall not be limited to the number of provisions 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. The Board and Union retain the right to mutually agree to mediate on 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. For purposes of earning sick leave, a day shall not exceed eight (8) hours. 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. The Board shall credit employees with earned sick leave at the beginning of each payroll period, not to exceed two (2) payrolls per month. 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.

13.011 Employees who are selected for summer work shall accrue and may use sick leave during such summer assignment.

13.012 An employee may transfer up to eight (8) hours of sick leave to another employee who has exhausted his or her sick leave. The recipient must need at least five (5) sick days to participate and provide documentation, by the treating physician, of the illness, accident, or injury. Sick leave will be transferred as needed on a first in, first out basis. The authorizing employee must have a minimum of five (5) sick days in order to participate.

13.02 PERSONAL LEAVE - Except as otherwise provided herein, an employee shall be granted up to six (6) 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. The supervisor will approve/disapprove the request, and notify the employee, within three (3) workdays of receipt.

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

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

13.03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE An employee shall be entitled to injury or illness-in-line-of duty leave when it is necessary that he/she be absent from his/her duties because of illness from any contagious or infectious disease contracted in school work, or personal injury received in the proper discharge of his/her duties. The term "injury" as used herein shall be defined as the result of an event which causes the employee to suffer an initial injury or a re-injury or re-aggravation of an injury from which the employee had previously been granted injury-in-line-of-duty leave. The term "event" as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result. No deduction shall be made from sick leave for these absences. Such leave shall not exceed ten (10) days in any one fiscal year. When regular sick leave is used for line-of-duty illness or injury, the sick leave used shall be reinstated based on the pro rata value of the worker's compensation benefits received divided by the employee's regular daily rate of pay. Such leave shall be non-cumulative. While on injury or illness-in-line-of-duty leave, an employee shall accrue vacation, seniority, and sick leave, and shall suffer no loss of insurance benefits, subject to Article 14.05, provided any worker's compensation payments for such period shall be deducted from any salary payments and all required employee contributions are paid. The completion of the fiscal year shall not bar an otherwise qualified employee from receiving his/her balance of unused injury or illness-in-line-of-duty leave.

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 SICK LEAVE BUY BACK 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 five (5) workdays during the normal work year shall not be eligible for annual payment as provided herein. Provided that absences of approved professional leave, line-of-duty leave, jury 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 semi-monthly payroll in July following the end of their normal work year.

13.08 BEREAVEMENT LEAVE Three (3) days of Bereavement Leave shall be granted to an employee at the time of the death of a family member. Such leave shall not be accumulated to sick leave.

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 shall be granted without pay to employees who volunteer to serve in the armed forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard. 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 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. Military leave shall not be counted as years of service toward seniority.

14.031 Military leave with pay will be granted in accordance with applicable state and federal laws without loss of time, pay or efficiency rating.

14.032 Leave request and copy of the military orders shall be received by the Board sixty (60) days in advance of the beginning date of the leave. In cases of emergency deployment the sixty (60) day advance notice will be waived.

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. Provided that when the employee's physician does not release the employee without restriction on the indicated return date, the employee shall be entitled to, one (1) additional leave 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 twenty-five (25) 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 plan administrators 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/Annual Leave pay for any holiday/Annual Leave prescribed under Article 16 of this Agreement if such holiday/Annual Leave occurs during the first thirty (30)

calendar days of the unpaid leave provided that in no instance shall such holiday/Annual Leave pay be granted for more than two (2) such holidays/Annual Leave days.

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.

Article 15 - Vacations

15.01 Such employees shall be entitled to vacation time according to the following schedule where a day shall not exceed eight (8) hours.

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 or ninety-six (96) hours.

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 or one hundred twenty (120) hours.

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 or one hundred forty-four (144) hours.

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

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

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

15.03 Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes

an employee eligible for vacation time. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months. Continuous service shall not include employment as a substitute or temporary employee.

15.04 Vacation will be scheduled by the building principal or department head, or by the designee. When practicable, vacation preference shall be honored in accordance with the seniority of affected employees provided the needs of the school district shall at all times remain paramount. Where feasible continuous vacation periods shall be allowed. Vacation time unused any single year may be accumulated up to sixty (60) days. In the event an employee uses his/her vacation for sick leave purposes as provided in Article 13.01, he/she shall notify his/her immediate supervisor of such use or intent to use as soon as circumstances may reasonably permit. This shall not be construed so as to relieve the employee of the obligation to provide the Board with prior notice of absenteeism. Request for vacation shall be submitted on a form provided by the Board for that purpose. The date of such submission shall be such so as to give the Board reasonable advance notice of the employee's desire to be absent.

15.05 This Article shall not apply to Title I assistants, cooks, bus drivers, Instructional Assistant I, Instructional Assistant II, bakers, cafeteria workers, and any other Type "N" employees or any employee who is not employed for a 12-month work year. This Article shall become effective on June 30, 2003.

Article 16 - Holidays

16.01 All employees shall receive their normal scheduled pay rate for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, and Veteran's Day.

16.02 All employees shall receive their normal scheduled pay rate for the following annual leave days as prescribed on the assigned "days of service" calendar referenced in Article 1.02.

16.021 An employee shall qualify for holiday/annual leave pay subject to the following conditions:

- a. The holiday/annual leave day occurs during the employee's prescribed work year.
- b. An employee who is suspended without pay and such suspension covers a paid holiday/annual leave day shall not receive holiday/annual leave pay for such date.
- c. Employees whose work year does not include the paid Memorial Day annual leave day shall have their work year extended by one day with the last day designated as a paid annual leave day.
- d. An employee must be in a paid status either before or after the holiday/annual leave day to receive the holiday/annual leave pay.

16.03 If a holiday/annual leave day 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/annual leave day.

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 district service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

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

17.02 All accrued vacation pay shall be paid at the time of termination for whatever cause, including layoffs, provided that such payment shall be limited to sixty (60) days of accrued vacation leave. Except as provided in Article 15.025 of this Agreement, employees recalled from layoff within the first six (6) successive months shall be credited with all accrued vacation leave not paid for at time of layoff.

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

Article 18 - Pension Fund

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

Article 19 - Employee Benefits

19.01 The parties agree that medical benefits and options shall be made available for employees to select under the district flexible benefit plan. A document containing information on insurance and other benefits shall be distributed to the employees no later than three (3) weeks prior to the re-enrollment deadline.

a. From July 1, 2014 to 2017, the Board agreed to contribute to the district benefits plan an additional \$70.00 per month for eligible employees electing the Brevard Public Schools Health Plan, for a total of \$614.23 per eligible employee per month.

b. On January 1, 2015, the employee contribution increased by \$420.00 annually to be divided equally among the number of paychecks.

In addition, the Board shall provide the following benefits:

19.02 A vision insurance plan in which each employee may choose to participate as a payroll deduction will be offered. Such plan shall include the option of dependent coverage which each eligible employee may choose to take as part of his/her payroll deduction.

19.03 Dental insurance options(s), which each eligible employee may choose to take as a payroll deduction will be offered. Such plan shall include both single and dependent coverage.

19.04 The Board shall provide to each eligible 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 (including board paid) equal to three (3) 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.

19.05 The Board shall continue to make available to each eligible employee at his/her own cost through payroll deduction short and long-term disability insurance coverage subject to vendor enrollment provisions.

19.06 The Board shall continue to make available, through payroll deduction, tax deferred annuity programs to all employees in accordance with the policies in effect on the effective date of this Agreement.

19.07 For calendar year 2016, the Board will offer the Brevard Public Schools Health Plan.

19.08 Effective June 30, 2003, employee eligibility for benefits such as health, dental, vision, disability or life insurance is as follows:

1. Regular, full-time benefits eligible employees may enroll in employee benefits within the first thirty (30) days of their initial employment date of hire. Employee benefits for full-time employees that enroll within the first thirty (30) days of initial employment will be in effect starting on the employee's forty-sixth (46th) day of employment as a regular full-time employee.

2. Employees working twenty-five (25) or fewer hours each week, substitute and temporary employees shall not be eligible for employee benefits including, but not limited to, health care, dental and vision coverage.

3. Benefits eligibility for substitute and temporary employees as well as those who work twenty-five (25) or fewer hours each week, and are subsequently hired to a regular, full-time position may enroll in employee benefits within the first thirty (30) days of their hire as a regular full-time employee. Employee benefits for those full-time employees that enroll within the first thirty (30) days of their initial hire as a full-time employee will be in effect starting on the employee's forty-sixth (46th) day of employment as a regular full-time employee.

4. Dual position employees are defined as holding two (2) regularly established positions at the same time.

a. Employees holding one (1) benefit generating position exceeding twenty-five (25) hours per week are eligible for benefits, or

b. Employees holding two (2) benefit generating positions totaling more than twenty-five (25) hours per week are eligible for benefits.

5. The above seniority provision does not apply to employees who are paid from either of the Professional/Technical Salary Schedules.

19.09 RETROACTIVITY OF CONTRIBUTION (PREMIUM) COLLECTIONS
Payroll deductions for employee contributions (premiums) for insurance benefits shall be retroactive to January 1 of each insurance plan year should the Union and Board fail to approve and ratify agreement as to those contributions (premiums) prior to January 1 of each calendar year.

Article 20 - Safety and Health Provisions

20.01 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.

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

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

20.04 All safety complaints and/or hazardous conditions reported to the District shall be corrected as soon as possible. If the complaint and/or condition is not corrected within five (5) working days, the Union may request a response in writing from the appropriate District department and follow-up by the committees mentioned in Article 20.03. All safety complaints and/or reports of hazardous conditions shall be submitted on a standard form. The committees shall endorse such comments, as they deem appropriate on the form. The form shall follow the complaint through the review process provided in this Agreement.

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

20.06 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.

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

Article 21 - Stewards' Rights

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

Union may designate three (3) stewards. A list of such stewards shall be provided to the Board.

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

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

21.031 Investigate and process grievances.

21.032 Post Union notices.

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

21.034 Attend negotiating meetings.

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

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

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

Article 22 – General Savings

22.01 If any provisions of this Agreement are declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and

effect to the extent they may be implemented without the deleted items. By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time; however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) working days and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner. Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447.403, and 447.409 of the Florida Statutes.

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

Article 23 - Subcontracting

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

Article 24 – Individual Agreement

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

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

Article 25 - Rest and Lunch

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

ASSIGNED TO BE PRESENT	BREAKS
Less than 4 hours	None
4 hours	One 10 minute paid rest
More than 4 but less than 6 hours	One 10 minute paid rest
6 hours	One 10 minute paid rest One 30 minute unpaid duty-free meal
More than 6 hours but less than 10 hours	Two 10 minute paid rests One 30 minute unpaid duty-free meal
Ten hours or greater	Two 15 minute paid rests One 30 minute unpaid duty-free meal

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

Article 26 - Clothing

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

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

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

26.03 When the Board determines that it is necessary for a bus driver 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. Necessary documentation for the cost of such purchase shall be provided by the employee prior to such reimbursement.

26.04 The Board agrees to form a committee from among affected employees for the purpose of reviewing the specifications and sample safety and/or specialty shoes where required. The committee 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 the committee.

Article 27 - Overtime

27.01 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:

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

27.012 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 ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time.

27.013 Board paid holidays and/or annual leave days as defined in Article 16 shall count as time worked for the purpose of computing overtime pay for a given work week.

27.02 There shall be no compensatory time given in lieu of overtime.

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

27.04 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 workday.

27.05 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.

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

27.07 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.

27.08 District Maintenance personnel are required to respond to after and off hour service and emergency calls. The Maintenance Department will develop and post a monthly on-call list. This will allow for fair rotation and at least two (2) weeks' notice for employees.

27.09 On-Call Plan

Requirements of the "On-Call" Plan:

1. Five (5) Maintenance tradesmen (Carpenter, Electrician, Electronic Technician, HVAC, and Plumber) one (1) Certified Training Custodian and one (1) Environmental Specialist will be placed on-call 24/7 for one week (seven days) at a time, on a rotating basis.
2. The On-Call Plan will begin at 12:00 am on Friday, July 3, 2015.

3. There will be a stipend of \$15.00 per day paid to each employee for On-Call duty. Payments will be made in the pay period following the pay period of the On-Call duty week.
4. The stipend will be paid regardless if the employee is called, or not called, by the On-Call Supervisor during the On-Call duty week. The stipend will be in addition to the overtime pay (beginning with receipt of the call and ending with return to home, with a minimum of two (2) hours) received by the employee for responding to an emergency. Overtime will be paid in accordance with Article 27 of the negotiated IUPAT Local 1010 contract agreement.
5. For Career Path Trades, all skill levels will be utilized for On-Call duty.
6. An initial On-Call schedule will be created (alphabetical, by job classification, thereafter by same rotation) for a duration of ninety (90)-days and updated monthly. It is the responsibility of the originally scheduled On-Call technician to notify the On-Call Supervisor via e-mail of schedule changes.
7. On-Call staff exceptions are as follows:
 - (a) with a documented emergency;
 - (b) An on-call employee who wishes to relinquish their emergency call is responsible for securing a replacement tradesman who is not paid the on-call stipend, but is paid the appropriate time to effect the repair.
8. The On-Call Plan will automatically renew each fiscal year, contingent upon available funding.

Article 28 – Bus Drivers

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

28.011 Regular bus drivers shall be assigned to established routes as their primary assignment. They may be assigned other departmental work as the needs of the district clearly require. They shall not be assigned other departmental work as their primary assignment. Employees assigned other departmental duties shall not be assigned to the cleaning of restrooms or mowing of grass.

28.012 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. A regular driver shall request in writing the opportunity to work less than the above mentioned applicable thirty (30) 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)” as used in this section shall be reduced with respect to such driver for such number of hours as are agreed upon between the driver and the Board. A copy of such adjustment shall be forwarded to the Union as soon as practicable.

Regular bus drivers shall accumulate these thirty (30) hours in each full five (5) day workweek but not including Saturday and Sunday or after 5:30 p.m.

28.013 The bumping procedure as provided in Article 10 of this Agreement shall be applied to bus drivers. The thirty (30) hours of pay as used herein shall not be construed

so as to obligate the Board to make such payment in the event a bus driver is unwilling to perform the thirty (30) hours of work.

28.014 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.

28.015 Field trip logs will be posted weekly; deadline to post the current log is Wednesday morning. Trip assignment list will be posted every Monday. Trip list will include Monday-Saturday trips occurring two (2) weeks from the date of posting the list. This will give the driver a two (2) week advance notice of an assigned trip. The drivers are responsible for viewing the trip assignment lists, then report immediately to their Supervisor; either accepting or refusing their assigned trip. Drivers that refuse the trip assignment eight (8) to fourteen (14) days prior to the date of the trip will be charged the trip hours on the trip log. Drivers that refuse the trip assignment which is posted seven (7) days or less prior to the date of the trip will not be charged the trip hours on the trip log. Hours charged to the driver for a refusal will be indicated by an "R" next to the hours on the field trip log.

28.016 In determining the hours assigned to a bus driver, hours shall include no less than sixty (60) minutes for completing required duties other than driving duties. Such sixty (60) 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.

28.02 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:

28.021 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. Drivers who have accepted the "unassigned route position" shall not have the right to waive field trips.

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

28.023 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.

28.024 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.

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

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

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

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

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

28.04 Prior to the assignments of routes each normal school year, routes by administrative area of the district shall be posted in each bus compound. Wherever such information is known at the time of posting, the following shall be included: out-in time, bus number, route number, and school(s) served. Such information is subject to change, as the needs of the district require. A driver may, at his/her option, apply for any such posted routes. The assigning of a route or unassigned route position 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, with the following exceptions: if a driver is called for jury duty or is otherwise subpoenaed; or if a summons or subpoena is received by a driver's dependent minor when the circumstances make it necessary for the driver to accompany his/her minor dependent to the court proceedings. If a driver is not present for any other reason, that driver will be placed last on the seniority list and will not be allowed to select a route.

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 non-arbitrary reasons. When a permanent change is made in a bus assignment for a route, the driver may request a written reason(s) for such change.

28.041 For all routes (either new, or vacated) after the initial selection process, regular benefitted drivers will be given the first chance to transfer to the available open

route by seniority. An announcement will be posted in the servicing area that has the vacancy (i.e., North, South, etc.) for a period of five (5) working days. (This includes the possibility of transferring from one transportation service area to another if a driver desires to do so.) At the end of this period the servicing area supervisor will contact the most senior applicant in that area and offer the route. If that driver declines, the supervisor will continue down the list. If no driver from the servicing area accepts the route, then the most senior driver from another servicing area will be offered the vacant route. If a regular senior driver decides to move to the vacant route, then the next senior substitute driver in the service area is assigned to the route vacated by the regular driver.

Article 29 – Employee Rights

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

29.02 Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate administrator may waive the need for an appointment. The employee may be accompanied by a representative of his/her choice, and a representative of the Board may also be present during such review. The employee shall not permanently remove any item from his/her file, but shall be allowed to copy twelve (12) pages without any cost to the employee one time during each fiscal year. This section shall not be applicable to recommendations or appraisals from other employers, or other such references.

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

29.0211 If the Board chooses not to investigate a complaint, no copy or record shall be placed in the employee's personnel or department file. Uninvestigated complaints shall not be used as a basis for any reprimand, other disciplinary action, or evaluation.

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

29.023 An employee shall be entitled to have present a representative when being officially reprimanded or disciplined. No reprimand or discipline shall be discussed by the administrator(s) or representative involved in the presence of students, parents, or

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

29.03 Classified employees shall be afforded the following:

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

29.032 An employee plus one (1) additional person who may accompany the employee 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.

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

29.034 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.

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

Article 30 – Inservice Training

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

Article 31 – Equal Pay Provision

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

Article 32 – Wage and Salary Schedule

32.01 Effective July 1, 2018, the Board agrees to implement the following classified wage and salary schedule for 2018-2019. Salary increases will be paid retroactively to July 1, 2018, or the beginning of the employee’s first duty day for the 2018-2019 school year. Retroactive pay will be paid in a lump sum. To be eligible for the salary increase, members of the bargaining unit must be employed with the District at the time of payout.

2019-20 Core 1010 Salary Schedule

UNIT	SCH	GRD	B	C	D	E	F	G	H	I	J
10-COR	<12M	15	12.19	12.55	12.91	13.28	13.66	14.03	14.48	15.01	16.20
10-COR	<12M	16	12.39	12.76	13.12	13.52	13.87	14.22	14.68	15.22	16.52
10-COR	<12M	17	12.69	13.08	13.45	13.81	14.17	14.56	15.01	15.55	16.80
10-COR	<12M	18	13.08	13.46	13.84	14.21	14.60	14.98	15.44	16.00	17.14
10-COR	<12M	19	13.41	13.79	14.16	14.57	14.94	15.31	15.80	16.36	17.48
10-COR	<12M	20	13.63	14.02	14.39	14.77	15.15	15.54	16.01	16.58	17.79
10-COR	<12M	21	14.06	14.45	14.82	15.24	15.65	16.01	16.52	17.10	18.21
10-COR	<12M	22	14.49	14.92	15.34	15.80	16.21	16.66	17.18	17.83	18.72
10-COR	<12M	23	14.84	15.29	15.72	16.16	16.58	17.00	17.56	18.17	19.26
10-COR	<12M	24	15.31	15.76	16.21	16.69	17.13	17.59	18.15	18.79	19.79
10-COR	<12M	25	15.72	16.17	16.62	17.09	17.53	17.98	18.55	19.22	20.35
10-COR	<12M	26	16.31	16.76	17.22	17.70	18.17	18.63	19.22	19.91	21.13
10-COR	<12M	27	16.81	17.29	17.79	18.29	18.77	19.26	19.89	20.61	21.73
10-COR	<12M	28	17.31	17.84	18.34	18.87	19.38	19.89	20.54	21.28	22.34
10-COR	<12M	29	17.85	18.38	18.91	19.46	20.00	20.54	21.21	21.99	22.96
10-COR	<12M	30	18.47	19.00	19.56	20.14	20.69	21.23	21.93	22.69	23.87

UNIT	SCH	GRD	B	C	D	E	F	G	H	I	J
10-COR	12M	15	12.39	12.76	13.14	13.53	13.90	14.29	14.74	15.28	16.48
10-COR	12M	16	12.61	13.00	13.34	13.74	14.10	14.47	14.95	15.48	16.80
10-COR	12M	17	12.92	13.30	13.68	14.05	14.43	14.82	15.28	15.83	17.11
10-COR	12M	18	13.30	13.69	14.07	14.46	14.86	15.25	15.72	16.29	17.45
10-COR	12M	19	13.65	14.03	14.42	14.83	15.21	15.57	16.08	16.65	17.78
10-COR	12M	20	13.87	14.26	14.63	15.03	15.42	15.82	16.30	16.86	18.10
10-COR	12M	21	14.32	14.69	15.08	15.50	15.91	16.30	16.80	17.40	18.54
10-COR	12M	22	14.75	15.18	15.63	16.07	16.50	16.95	17.49	18.13	19.05
10-COR	12M	23	15.10	15.55	15.98	16.44	16.86	17.29	17.88	18.50	19.59
10-COR	12M	24	15.57	16.02	16.50	17.00	17.44	17.91	18.48	19.12	20.14
10-COR	12M	25	15.98	16.45	16.90	17.39	17.84	18.29	18.88	19.55	20.72
10-COR	12M	26	16.60	17.07	17.53	18.01	18.50	18.96	19.55	20.26	21.51
10-COR	12M	27	17.12	17.60	18.10	18.61	19.10	19.59	20.24	20.97	22.12
10-COR	12M	28	17.62	18.14	18.66	19.21	19.72	20.24	20.89	21.65	22.74
10-COR	12M	29	18.15	18.69	19.26	19.81	20.35	20.89	21.59	22.38	23.38
10-COR	12M	30	18.80	19.35	19.91	20.50	21.06	21.61	22.31	23.09	24.30

+\$.70/hour Effective 07/01/2019. Board Approved 12/17/19.

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

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.

32.03 Employees who volunteer for assignments, which generate funds, e.g. athletic events and dances, shall be compensated at the rate of \$10.00 per hour. Time spent at such assignment is not subject to the overtime provisions of this Agreement, unless such time, or any portion thereof, is required to be paid as overtime in accordance with the Fair Labor Standards Act. Any overtime paid pursuant to this provision will be calculated based on the \$10.00 per hour rate.

32.04 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 forty cents (.40) in 1999-2000 and fifty cents (.50) in 2000-2001. This shift premium shall also apply to members of the Planned Maintenance Team. 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.

32.05 Effective with the 2018-2019 school year, all current food service workers shall be paid on a salary schedule similar to the Core 1010 salary schedule. Current food service workers will be placed on the new schedule as follows:

SY 17/18		SY 18/19
00	to	B
01	to	C
02	to	C
03	to	D
04	to	D
05	to	E
06	to	E
07	to	F
08	to	F
09	to	G
10	to	G
11	to	H
12	to	H
13	to	I
14	to	I
15	to	J

Food service workers hired on or after July 1, 2018, shall be paid at the following rates:

			00	01	02	03	04	05	06	07	08
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UNIT	SCH	GRD	B	C	D	E	F	G	H	I	J
10-CAFÉ	<12M	15	11.37	11.64	11.91	12.19	12.47	12.77	13.08	13.39	13.70
10-CAFÉ	<12M	16	12.00	12.29	12.58	12.87	13.18	13.49	13.80	14.13	14.47

UNIT	SCH	GRD	B	C	D	E	F	G	H	I	J
10-CAFÉ	12M	15	11.57	11.85	12.13	12.41	12.70	13.01	13.31	13.63	13.95
10-CAFÉ	12M	16	12.22	12.51	12.80	13.11	13.42	13.73	14.06	14.39	14.74

+\$0.70/hour Effective 07/01/2019. Board Approved 12/17/19.

32.06 Effective January 1, 1999, salaries for employees shall be paid by direct deposit.

32.07 Effective July 1, 2012, salaries shall be paid semi-monthly based upon the number of months in the employees' contract year.

32.08 Effective January 1, 2000, the Plant Operations and Maintenance Career Path Plan shall be implemented. Placement/movement of employees within this plan will occur January 1 and July 1 of each year. All documentation verifying credentials/experience shall be submitted to the Office of Plant Operations and Maintenance no later than October 15 or May 1 of each year. All Career Path applications when received, will be submitted to Human Resources with a recommendation for approval or disapproval, signed and dated, by the respective Department Director. Placement of employees included in the plan will be validated after a thorough review of personnel qualifications as determined by the Human Resources department. A maximum of six (6) years of creditable outside experience and required by job description will be allowed for horizontal placement on salary schedule.

32.09 Effective January 1, 2001, the Transportation Technical Career Path Plan shall be implemented. Placement/movement of employees within this plan will occur January 1 and July 1 of each year. All Career Path applications, when received, will be submitted to Human resources with a recommendation for approval or disapproval, signed and dated, by the respective Department Director. All documentation verifying credentials/experience shall be submitted to the Office of Transportation no later than October 15 or May 1 of each year. Placement of employees included in the plan will be validated after a thorough review of credentials as determined by the Human Resources Department.

32.10 The term "promotion" as applied to Classified/Core 1010 employees is defined as the advancement of an employee to a higher rated job classification in the bargaining unit. Promotional increases shall be ten percent (10%) or the minimum of the pay grade whichever is greater. The language in this section shall be placed in effect following ratification of this Agreement. Any promotion, transfer, or reclassification is only applicable following the implementation placement.

32.11 Transportation employees in an automotive mechanic role (i.e.: Mechanic Helper, Mechanical Technician I – III) and who have completed their probationary period will be eligible for the BPS Tool Reimbursement Program. (Administration will conduct an initial minimum inventory of employees' required tools.) An annual replacement supplement will be provided upon verification of the loss of functionality of the tools required to maintain proper minimum inventory. This verification must be completed on the prescribed form. Maximum annual allowance per employee is \$150.

Article 33 - Professional/Technical Wage and Salary Schedule

33.01 Specific positions within this bargaining unit shall be classified as Professional/Technical positions. These positions are listed in Article I - Recognition and indicated as either “hourly” or “salaried”.

33.02

**2019-2020
Professional/Technical Hourly Salary Schedule
Less Than 12-Month Employees**

UNIT	SCH	GRD	00	01	02	03	04	05	06	07	08	09	10
10-PTH	<12M	AA	12.98	13.24	13.54	13.79	14.06	14.33	14.60	14.84	15.12	15.38	15.68
10-PTH	<12M	BB	13.34	13.63	13.92	14.18	14.47	14.74	15.04	15.31	15.62	15.87	16.16
10-PTH	<12M	CC	13.72	14.03	14.32	14.61	14.88	15.15	15.43	15.73	16.00	16.30	16.57
10-PTH	<12M	DD	14.11	14.41	14.69	15.00	15.29	15.61	15.87	16.17	16.45	16.75	17.06
10-PTH	<12M	EE	14.53	14.81	15.12	15.42	15.74	16.05	16.35	16.66	16.94	17.25	17.57
10-PTH	<12M	FF	14.94	15.25	15.59	15.88	16.20	16.52	16.83	17.15	17.46	17.77	18.07
10-PTH	<12M	GG	15.35	15.70	16.00	16.33	16.64	16.94	17.26	17.59	17.91	18.22	18.54
10-PTH	<12M	HH	15.81	16.14	16.45	16.79	17.12	17.45	17.78	18.11	18.43	18.75	19.09
10-PTH	<12M	II	16.24	16.60	16.94	17.29	17.64	17.98	18.33	18.66	18.99	19.35	19.69
10-PTH	<12M	JJ	16.80	17.15	17.50	17.87	18.20	18.58	18.92	19.27	19.64	19.98	20.32
10-PTH	<12M	KK	17.39	17.75	18.11	18.47	18.85	19.21	19.56	19.93	20.29	20.68	21.02
10-PTH	<12M	LL	17.88	18.24	18.63	18.99	19.38	19.77	20.15	20.52	20.88	21.28	21.65
10-PTH	<12M	MM	18.39	18.76	19.18	19.55	19.94	20.32	20.73	21.11	21.50	21.90	22.26

UNIT	SCH	GRD	11	12	13	14	15	16	17	18	19	20	21
10-PTH	<12M	AA	15.91	16.18	16.43	16.69	16.92	17.20	17.46	17.71	17.97	18.22	18.94
10-PTH	<12M	BB	16.42	16.69	16.94	17.22	17.49	17.77	18.02	18.30	18.58	18.85	19.47
10-PTH	<12M	CC	16.84	17.13	17.42	17.69	17.97	18.24	18.53	18.79	19.09	19.37	20.02
10-PTH	<12M	DD	17.33	17.63	17.93	18.20	18.50	18.78	19.09	19.38	19.68	19.96	20.59
10-PTH	<12M	EE	17.88	18.17	18.47	18.75	19.03	19.35	19.65	19.93	20.22	20.52	21.17
10-PTH	<12M	FF	18.38	18.67	18.97	19.28	19.59	19.90	20.20	20.50	20.80	21.11	21.78
10-PTH	<12M	GG	18.87	19.19	19.49	19.81	20.14	20.44	20.76	21.07	21.41	21.72	22.38
10-PTH	<12M	HH	19.42	19.76	20.09	20.40	20.74	21.05	21.41	21.73	22.04	22.35	23.03
10-PTH	<12M	II	20.02	20.37	20.72	21.04	21.41	21.74	22.07	22.42	22.77	23.08	23.81
10-PTH	<12M	JJ	20.70	21.03	21.41	21.74	22.07	22.42	22.77	23.08	23.45	23.79	24.47
10-PTH	<12M	KK	21.41	21.76	22.10	22.46	22.83	23.17	23.53	23.90	24.23	24.59	25.32
10-PTH	<12M	LL	22.01	22.39	22.76	23.10	23.49	23.84	24.21	24.57	24.95	25.32	26.05
10-PTH	<12M	MM	22.63	23.00	23.40	23.77	24.15	24.52	24.89	25.29	25.67	26.04	26.78

+\$0.70/hour Effective 07/01/2019. Board Approved 12/17/19.

**2019-2020
Professional/Technical Hourly Salary Schedule
12-Month Employees**

UNIT	SCH	GRD	00	01	02	03	04	05	06	07	08	09	10
10-PTH	12M	AA	13.20	13.48	13.76	14.03	14.32	14.57	14.86	15.10	15.39	15.67	15.94
10-PTH	12M	BB	13.59	13.87	14.15	14.44	14.72	15.00	15.31	15.57	15.88	16.15	16.44
10-PTH	12M	CC	13.96	14.28	14.56	14.87	15.14	15.42	15.71	15.99	16.29	16.59	16.85
10-PTH	12M	DD	14.37	14.65	14.96	15.27	15.55	15.87	16.15	16.45	16.74	17.06	17.35
10-PTH	12M	EE	14.79	15.07	15.39	15.70	16.00	16.33	16.64	16.95	17.24	17.56	17.89
10-PTH	12M	FF	15.21	15.51	15.86	16.16	16.48	16.80	17.14	17.46	17.76	18.08	18.40
10-PTH	12M	GG	15.63	15.96	16.29	16.62	16.92	17.24	17.57	17.91	18.21	18.55	18.87
10-PTH	12M	HH	16.09	16.42	16.74	17.10	17.43	17.75	18.09	18.44	18.75	19.08	19.43
10-PTH	12M	II	16.53	16.88	17.24	17.60	17.96	18.29	18.65	18.99	19.34	19.69	20.03
10-PTH	12M	JJ	17.11	17.46	17.80	18.17	18.53	18.91	19.27	19.61	19.98	20.33	20.69
10-PTH	12M	KK	17.69	18.06	18.44	18.80	19.19	19.54	19.91	20.28	20.66	21.05	21.40
10-PTH	12M	LL	18.18	18.57	18.96	19.34	19.72	20.12	20.51	20.87	21.26	21.65	22.04
10-PTH	12M	MM	18.70	19.09	19.51	19.90	20.29	20.69	21.10	21.50	21.88	22.28	22.66

UNIT	SCH	GRD	11	12	13	14	15	16	17	18	19	20	21
10-PTH	12M	AA	16.19	16.46	16.72	17.00	17.23	17.51	17.76	18.02	18.28	18.55	19.29
10-PTH	12M	BB	16.71	17.00	17.24	17.53	17.79	18.08	18.34	18.62	18.91	19.19	19.82
10-PTH	12M	CC	17.15	17.44	17.72	18.00	18.28	18.57	18.86	19.12	19.43	19.71	20.37
10-PTH	12M	DD	17.64	17.95	18.23	18.53	18.83	19.11	19.43	19.72	20.02	20.31	20.95
10-PTH	12M	EE	18.18	18.50	18.80	19.08	19.38	19.69	19.99	20.28	20.59	20.87	21.55
10-PTH	12M	FF	18.69	19.00	19.32	19.62	19.94	20.25	20.57	20.85	21.18	21.50	22.17
10-PTH	12M	GG	19.22	19.52	19.84	20.16	20.50	20.80	21.14	21.46	21.77	22.11	22.79
10-PTH	12M	HH	19.77	20.11	20.44	20.77	21.11	21.43	21.77	22.12	22.43	22.75	23.45
10-PTH	12M	II	20.37	20.74	21.09	21.42	21.77	22.13	22.46	22.83	23.17	23.50	24.24
10-PTH	12M	JJ	21.07	21.41	21.77	22.13	22.46	22.83	23.17	23.50	23.86	24.22	24.91
10-PTH	12M	KK	21.77	22.15	22.49	22.87	23.25	23.58	23.95	24.32	24.67	25.03	25.76
10-PTH	12M	LL	22.40	22.79	23.15	23.52	23.91	24.27	24.65	25.01	25.40	25.76	26.51
10-PTH	12M	MM	23.03	23.42	23.81	24.19	24.57	24.96	25.34	25.73	26.13	26.50	27.25

+\$.070/hour Effective 07/01/2019. Board Approved 12/17/19

2019-2020
Professional/Technical Salary Wage and Salary Schedule
Salaried Employees

UNIT	SCH	GRD	00	01	02	03	04	05	06	07	08	09	10
10-PTS	12M	A	33925.24	34628.37	35331.54	36034.70	36737.87	37441.04	38144.18	38847.35	39550.50	40253.68	40956.85
10-PTS	12M	B	34899.96	35624.21	36348.46	37072.73	37796.99	38521.24	39245.49	39969.73	40694.00	41418.25	42142.50
10-PTS	12M	C	35903.95	36649.94	37395.93	38141.91	38887.90	39633.86	40379.85	41125.83	41125.71	42617.78	43363.77
10-PTS	12M	D	36938.06	37706.44	38474.80	39243.17	40011.53	40779.92	41548.27	42316.63	43084.99	43853.35	44621.69
10-PTS	12M	E	38003.20	38794.60	39586.01	40377.45	41168.85	41960.27	42751.67	43543.08	44334.51	45125.91	45917.34
10-PTS	12M	F	39100.30	39915.45	40730.61	41545.77	42360.93	43176.08	43991.25	44806.41	45621.55	46436.69	47251.84
10-PTS	12M	G	40230.29	41069.91	41909.51	42749.13	43588.74	44428.36	45267.96	46107.56	46947.18	47786.80	48626.41
10-PTS	12M	H	41394.19	42259.00	43123.81	43988.59	44853.40	45718.20	46583.00	47447.81	48312.60	49177.41	50042.19
10-PTS	12M	I	42593.00	43483.74	44374.50	45265.22	46155.98	47046.71	47937.46	48828.21	49718.94	50609.70	51500.44
10-PTS	12M	J	44033.58	44955.51	45877.44	46799.35	47721.28	48643.20	49565.13	50487.03	51408.95	52330.84	53252.75
10-PTS	12M	K	45311.57	46261.15	47210.74	48160.32	49109.88	50059.46	51009.02	51958.62	52908.19	53857.75	54807.34
10-PTS	12M	L	46847.31	47830.14	48812.95	49795.75	50778.58	51761.39	52744.21	53727.01	54709.82	55692.65	56675.47
10-PTS	12M	M	48209.73	49222.02	50234.31	51246.61	52258.92	53271.22	54283.49	55295.79	56308.09	57320.39	58332.67
10-PTS	12M	N	49846.89	50894.62	51942.35	52990.08	54037.81	55085.54	56133.28	57181.01	58228.73	59276.43	60324.15
10-PTS	12M	O	51299.28	52378.46	53457.61	54536.78	55615.96	56695.11	57774.24	58853.40	59932.56	61011.71	62090.85
10-PTS	12M	P	53044.58	54161.52	55278.44	56395.36	57512.28	58629.21	59746.13	60863.05	61979.98	63096.90	64213.83
10-PTS	12M	Q	54592.92	55743.35	56893.79	58044.22	59194.66	60345.09	61495.52	62645.94	63796.38	64946.82	66097.25
10-PTS	12M	R	56453.50	57644.20	58834.89	60025.59	61216.32	62407.01	63597.71	64788.41	65979.11	67169.82	68360.52
10-PTS	12M	S	58104.10	59330.52	60556.94	61783.37	63009.79	64236.21	65462.65	66689.05	67915.47	69141.90	70368.31
10-PTS	12M	T	59804.22	61067.43	62330.64	63593.86	64857.08	66120.30	67383.54	68646.74	69909.94	71173.15	72436.36

UNIT	SCH	GRD	11	12	13	14	15	16	17	18	19	20	21
10-PTS	12M	A	41660.01	42363.15	43066.31	43769.48	44472.63	45175.79	45878.93	46582.07	47285.24	47988.38	49450.35
10-PTS	12M	B	42866.78	43591.01	44315.26	45039.52	45763.78	46488.03	47212.29	47936.53	48660.77	49385.02	50868.08
10-PTS	12M	C	44109.73	44855.73	44859.15	46347.68	47093.65	47839.63	48585.60	49331.59	50077.56	50823.54	52328.34

10-PTS	12M	D	45390.08	46158.41	46926.76	47695.13	48463.49	49231.84	50000.19	50768.56	51536.91	52305.27	53832.44
10-PTS	12M	E	46708.75	47500.13	48291.56	49082.98	49874.39	50665.80	51457.18	52248.61	53040.00	53831.40	55381.64
10-PTS	12M	F	48067.01	48882.13	49697.30	50512.44	51327.59	52142.74	52957.87	53773.04	54588.17	55403.33	56977.29
10-PTS	12M	G	49466.02	50305.62	51145.23	51984.83	52824.43	53664.02	54503.63	55343.23	56182.82	57022.43	58620.85
10-PTS	12M	H	50907.00	51771.78	52636.56	53501.34	54366.15	55230.94	56095.72	56960.52	57825.30	58690.09	60313.72
10-PTS	12M	I	52391.18	53281.92	54172.66	55063.39	55954.12	56844.86	57735.59	57739.02	59517.05	60407.77	62057.34
10-PTS	12M	J	54174.67	55096.59	56018.50	56940.41	57862.31	58784.23	59706.14	60628.05	61549.95	62471.88	64152.61
10-PTS	12M	K	55756.92	56706.49	57656.04	58605.62	59555.20	60504.78	61454.36	62403.91	63353.48	64303.05	66011.44
10-PTS	12M	L	57658.24	58641.05	59623.87	60606.64	61589.46	62572.26	63555.05	64537.86	65520.66	66503.47	68245.10
10-PTS	12M	M	59344.97	60357.28	61369.57	62381.86	63394.14	64406.43	65418.72	66431.01	67443.28	68455.57	70226.67
10-PTS	12M	N	61371.88	62419.59	63467.30	64515.03	65562.74	66610.45	67658.17	68705.90	69753.61	70801.33	72607.88
10-PTS	12M	O	63170.00	64249.16	65328.32	66407.46	67486.61	68565.78	69644.92	70724.06	71803.20	72882.35	74720.33
10-PTS	12M	P	65330.73	66447.67	67564.59	68685.52	69798.70	70915.39	72032.30	73149.23	74266.15	75383.09	77258.82
10-PTS	12M	Q	67247.68	68398.12	69548.54	70698.97	71849.40	72999.84	74150.27	75300.70	76451.13	77601.57	79510.80
10-PTS	12M	R	69551.22	70741.91	71932.59	73123.28	74314.00	75504.68	76695.37	77886.05	79076.74	80267.44	82216.94
10-PTS	12M	S	71594.71	72821.13	74047.55	75273.97	76500.38	77726.78	78953.21	80179.61	81406.04	82632.43	84617.68
10-PTS	12M	T	73699.57	74962.78	76225.97	77489.18	78752.38	80015.58	81278.81	82542.00	83805.20	85068.41	87090.43

+\$0.70/hour Effective 07/01/2019. Board Approved 12/17/19.

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

- Article 6 – Promotions - See Section 33.06
- Article 7 – Transfer Procedure - See Section 33.07
- Article 10 – Layoff - See Section 33.12
- Article 27– Overtime - Not applicable

33.04 The following articles of this agreement do not apply to Professional/Technical hourly employees as they are written in the provisions of the current contract.

- Article 6 – Promotions - See Section 33.06
- Article 7 – Transfer Procedure - See Section 33.07
- Article 10 – Layoff - See Section 33.12

33.05 Implementation: Overtime, additional hours worked, and bereavement will be retroactive to July 1, 2016. Overtime and additional hours worked will be paid at the new rates. Approved leave submitted for a death identified in Article 13.08 taken between July1, 2016 and the date of ratification of this contract will be reimbursed to the respective sick, personal, or vacation hours in accordance with the prescribed definitions in Article 13.08.

33.06 Promotions: The term "promotion" as applied to Professional/Technical employees is defined as the advancement of an employee to a higher rated job classification in the bargaining unit. Promotional increases shall be ten percent (10%) or the minimum of the pay grade whichever is greater. The language in this section shall be placed in effect following ratification of this Agreement. Any promotion, transfer or reclassification is only applicable following the implementation placement.

33.07 Transfer/Reclassification: A Professional/Technical 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 transfer/reclassification. Should a Professional/Technical employee be reclassified to a position in a lower pay grade, such Professional/Technical employee shall be placed on the Professional/Technical Wage and Salary Schedule by using the inverse of the system as defined in Section 33.06.

33.08 In the event the Board determines to pay a salaried employee on an hourly basis, the employee shall receive written notification such decision including the effective dates of such change. The change from salary to hourly shall not cause the employee any loss of pay or benefits as provided in the Agreement.

33.09 Newly hired Professional/Technical employees shall be placed on the appropriate schedule and pay grade as indicated in Article I – Recognition of this Agreement. The level upon which the employee is placed is NOT necessarily the number of years of employment with Brevard Public Schools. The level IS the number of years of relevant and verified years of experience a newly hired employee brings to the District at time of hire.

33.091 An employee may bring into the District up to twenty (20) years of verified relevant experience in excess of the minimum number of years required by the job description for purposes of further placement on the Professional/Technical salary schedules. This experience may be any combination of inside and outside experience.

33.092 The years of experience in excess of the minimum required by the job description are used to determine all placement above the minimum for the pay grade on the Professional/Technical Wage and Salary Schedules.

33.093 For purposes of The Professional/Technical Wage and Salary Schedule placement, one (1) year of experience is granted for every two (2) years of outside relevant experience verified by a previous supervisor in excess of the minimum required with an organization other than Brevard Public Schools. One (1) year of experience is granted for each year of relevant, verified experience with Brevard Public Schools.

33.094 Verification of experience shall comply with the form and procedures as prescribed by the Board.

33.10 Newly hired Professional/Technical employees are subject to a ninety (90) day probationary period.

33.11 Overtime: This section applies to Hourly Professional/Technical employees.

33.111 One and one-half (1 1/2) times the employee's regular rate shall be paid for overtime work for all work in excess of forty (40) hours in one week. Time given except in case of emergencies.

33.112 Reasonable effort shall be made to allocate overtime among appropriate hourly employees.

33.113 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.

33.114 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.

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

33.12 Reduction of Personnel (Lay-off): In the event the Board determines to reduce the number of Professional/Technical employees in the bargaining unit, the following procedures, processes, and requirements shall be applied to such reductions:

33.121 Job classifications(s) to be affected by reduction shall first be determined.

33.122 A pool of employees eligible for reduction will be selected from those employees who during the past three (3) work years have at least one (1) annual performance evaluation rating of less than "overall satisfactory". From this pool, the Board will exercise its sole discretion in selecting the employee(s) to be reduced. (When all other factors are determined to be equal, seniority shall be among the other factors to be considered). Employees to be laid off will have at least fifteen (15) calendar days notice of such reduction.

33.123 Should the Board determine to recall employees who have been subject to reduction in force (lay-off), such recall shall be in the inverse order of reduction in force (lay-off).

33.13 All Food Service Interns shall be paid at the first step in Professional/Technical Wage and Salary Schedule (hourly), grade A, Level 0 for the duration of their internship.

33.14 Custodial employees who have earned the five percent (5%) certification recognition as provided for in Article 1 – Recognition of this Agreement will retain the five percent (5%) certification recognition as part of their base hourly rate only should they be promoted to a custodial position (Custodial Supervisor, Custodial Coordinator or Training Custodian) paid from a Professional/Technical Wage and Salary Schedule. Employees who obtain the certification while working in a custodial position paid from a Professional/Technical Wage and Salary Schedule will not earn the five percent (5%) certification recognition.

In order to retain the 5% certification recognition as provided for in Article 1 – Recognition of This Agreement – the employee will be required to re-certify every five (5) years via the most current certification/re-certification program as determined by the District.

A master roster of certified personnel and their certification dates will be maintained by the District. Employees are responsible for reporting their certification completion to their supervisor.

33.15 Administrative Leave: Salaried Professional/Technical employees may receive at the discretion of his/her immediate supervisor approval for Administrative Paid Leave as follows:

33.151 The salaried employee is assigned to work beyond his/her normal workweek.

33.152 The time beyond such work week is recorded as required by the Board and placed in the employee's accumulated Administrative Leave balance.

33.153 The total amount of such time that may be earned during one fiscal year shall be limited to no more than an amount equal to the affected employees normal work week hours.

33.154 Request for such Administrative Leave shall be submitted on a form and under procedures, processes and restrictions as required by the Board.

33.155 This leave may not be used for the same reasons as required for the use of sick leave.

33.156 Leave shall not be taken in increments of less than half (1/2) of a normal workday unless otherwise approved by the supervisor.

33.157 Effective Midnight of each June 30 all accumulated Administrative Leave balances will become zero (0).

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 Articles 32 and 33 shall be effective according to its terms.

34.03 This Agreement shall remain in full force and effect as of July 1, 2017 and continue in full force and effect until midnight June 30, 2019 and, thereafter, 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.

During the term of this agreement, annual re-openers shall consist of compensation, insurance, and no more than three (3) articles of each parties' choice. Any specific article and/or subsection of the Agreement may be reopened by mutual consent and shall not be included as part of the three (3) articles described above. Both parties agree to conduct discussions in such a manner so that the language for a successor agreement may be in place at the start of the 2019-2020 school year. It is understood that items related to compensation may not be completed prior the start of the 2019-2020 school year as the District's budget may not be completed at that time. It is the intent of both parties to continue the solid professional relationship of mutual cooperation which has developed over the years.

34.031 In the event that additional funds become available in the 2017-2019 Operating Budget the Union reserves the right to re-open and re-negotiate Articles 32 and 33 – Wages.

BOARD BARGAINING TEAM

Dr. Karyle Green – Chief Negotiator
Rick Morton – Lead Negotiator

Jennifer Brockwell
Glen Enstice
Mark Langdorf
Jim Powers
James Ross
Rochelle Schwindt
Kevin Thornton

UNION BARGAINING TEAM

Debra Greco - Business Representative
Delores Varney – Administrative Assistant

Traci Arzola
Patrick Darville
Annita Dunn
Lydia Felton
Judy Griffin
Leslie Lawter
Brad Peterson

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 19th day of December 2019 to be effective as stated herein.

THE SCHOOL BOARD OF BREVARD COUNTY

By: *Steve Descoeur*
Chairperson

Attest: *Mark D. Mullins*
Superintendent of Schools

Attest: *Kayli Aheer*
Chief Negotiator

**LOCAL 1010, INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 78**

By: *Walter J. Flynn*
Business Manager

Attest: *DEBRA A. GRELO*
Chief Negotiator/Special Representative

SCHOOL BOARD OF BREVARD COUNTY
Office of Professional Standards & Labor Relations
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699
Telephone: (321) 633-1000, extension 11265

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
District Council 78 - Local 1010
2153 West Oakridge Road
Orlando, Florida 32809
Telephone: (407) 852-3977

NONDISCRIMINATION NOTICE

The School Board of Brevard County, Florida prohibits discrimination on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information or any other factor protected under applicable federal, state, or local law in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to the following equity coordinators:

A **student** having a grievance concerning discrimination may contact:

Student/Public Equity
Ms. Stephanie Archer
Asst. Supt. Equity, Innovation, and Choice
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-1000, Ext. 500
CSC@brevardschools.org

Exceptional Education/504 Equity
Dr. Patricia Fontan
Dir. Exceptional Student Education
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-1000 Ext. 500
Fontan.Patricia@Brevardschools.org

Employee/Job Applicant Equity
Dr. Karyle Green
Dir. Prof. Stds. & Labor Rel.
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-1000 Ext. 11265
green.karyle@brevardschools.org

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

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

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

Dr. Karyle Green
Dir. Prof. Stds. & Labor Rel.
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-1000 Ext. 11265
green.karyle@brevardschools.org

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