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Collective Bargaining Agreements

7-1-1985

Broward County, Florida School Board and Federation of Public Employees, a Division of District 1, Pacific Coast District, Marine Engineers Beneficial Association, AFL-CIO (1985)

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Keywords

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

Comments

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COLLECTIVE BARGAINING AGREEMENT

between the

FEDERATION OF PUBLIC EMPLOYEES

A DIVISION OF DISTRICT **1** PACIFIC COAST DISTRICT
MARINE ENGINEERS BENEFICIAL ASSOCIATION AFL-CIO

(Facilities Service, Maintenance & Transportation)

and

**THE SCHOOL BOARD
OF
BROWARD COUNTY
FLORIDA**

July 1, 1985 - June 30, 1988



6/88

PREAMBLE

THIS AGREEMENT entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter called the Board, and the FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the Federation.

Witnesseth:

WHEREAS, the Board and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain noninstructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and whereas, the parties following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

The Board recognizes the Federation as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission.

INCLUSIONS: Bus drivers and attendants, substitute drivers and attendants, mail service employees, garage employees, safety employees, facility service employees - including pool men, yard men, warehouse employees - including those in property and inventory, building and maintenance employees - including those who perform functions classified as building trades, maintenance employees, head facility service employees, and regular part-time facility service employees.

EXCLUSIONS: Administrative, clerical, instructional, managerial, and confidential personnel, student facility service employees, seasonal employees, purchasing department employees, irregular part-time and contract employees, and all other employees employed by the Broward County School Board.

ARTICLE II

Management Rights

The management and the operation of the School System rests solely and exclusively with the School Board. The School Board shall have, subject to the limitations of this Agreement only, the right to hire, promote, demote, assign work, discipline employees, suspend, discharge, transfer employees, lay off employees for lack of work and/or other legitimate reasons, to direct the working force, to establish work rules and job descriptions for unit employees, to unilaterally determine the purpose and mission of the Board, including subcontracting as set forth in this Agreement, set standards of service to be offered to the public, and otherwise exercise control and discretion over its organization and operations. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have a practical consequence of violating the terms and conditions of this Agreement.

No provisions of this Agreement shall be construed as to prohibit the Board from unilaterally complying with all Federal, state and judicial requirements.

No provision of this Agreement shall be construed as to grant employee rights other than as are expressly stated herein.

ARTICLE III

No Strike

The Federation, its officers, agents, representatives and employees agree that they will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the Board by inciting or supporting, in any positive manner, a strike. During the term of this Agreement, the employer agrees that it will not authorize, cause, or engage in any lockout of employees unless a lockout should become necessary for the protection of the employer's property.

ARTICLE IV

Employee Responsibilities and Rights

- A. The parties agree that there shall be no discrimination with respect to race, color, creed, sex, handicap, age, or national origin as required by law in the application of the terms of this Agreement.
- B. All new bus drivers/attendants shall be considered to be probationary for a period of sixty (60) work days. All new facility service and maintenance employees shall be considered to be probationary employees for a period of one hundred and twenty (120) work days. During said probationary period, the Board may suspend, discipline or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by him/her or by the Federation that the action was improper. Probationary employees shall be eligible for insurance coverage after completing their forty-fifth work day.
Probationary employees shall accrue sick leave and probationary employees on a twelve (12) month appointment shall accrue annual leave after completing their forty-fifth work day; however, said employees shall not be able to use such leave until completion of their full probationary period. If the employee is terminated prior to completion of their full probationary period, all leave shall be returned to the School Board.
- C. The School Board and the Federation agree to maintain its cooperation with the maintenance apprenticeship program currently in effect dated June 20, 1974. The Apprenticeship Committee shall be composed of four (4) representatives appointed by the Superintendent and four (4) representatives selected by the Federation.
- D. Solicitation by the Federation for the purpose of membership recruitment, grievances and Federation dues shall not be engaged in during the employees' scheduled work hours. It is not the intent of the above to restrict or preclude any on-site representatives from answering legitimate questions from any member of the bargaining unit concerning Federation activity, or as is otherwise provided in this Agreement.
- E. The rights granted to the Federation in this Agreement shall be granted to the Federation exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
- F. The Board agrees to furnish the Federation on a monthly basis, a computer printout with the following information: name, social security number, location, job classification, hourly rate and dues deduction, at no cost to the Federation.

- G. Each employee in the bargaining unit has the right freely and without fear of penalty or reprisal, to join the Federation or to refrain from any such activity. An employee who exercises his/her rights under Article VIII shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.
- H. A temporary employee shall be automatically terminated by the School Board after six (6) months of temporary status, except when the temporary employee is replacing a bargaining unit employee on disability income, Workers Compensation, or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e., paid holidays, annual leave, sick leave, retirement, etc.)
Temporary employees who are placed in full-time positions shall be entitled to up to forty-five (45) days accrued as a temporary employee credited to their probationary period, provided such temporary service was at the same work location and immediately preceded placement in a full-time position.
- I. Distribution of materials by the Federation, its representatives, agents or members shall conform to posting provisions of the Agreement and other distribution and/or posting shall not be permitted during working hours.
- J. The Federation and the School Board jointly endorse the implementation of a noninstructional inservice and training program for unit employees. The parties agree to establish an inservice committee comprised of three (3) representatives from the Federation, three (3) representatives from the School Board and the noninstructional inservice coordinator.
- K. A full-time bargaining unit employee has no right or claim under the contract to work an additional part-time temporary position.

ARTICLE V

Conditions of Employment

A. Duty Hours

1. The normal workday for full-time permanent unit employees excluding bus drivers and attendants shall not be longer than eight (8) hours for noninstructional personnel, not including a thirty (30) minute lunch period, without a reduction in the current established wage rate.

The normal workday for bus drivers and bus attendants shall be no longer than eight (8) hours per day; however, such drivers and/or attendants shall be guaranteed a minimum of six (6) hours per scheduled workday, excluding breaks and lunch period. In the event a driver or attendant is authorized and works six (6) hours or more per day, an additional thirty (30) minutes shall be guaranteed by the Board to drivers for the purpose of book work, and/or bus cleaning.

2. The determination of the daily and weekly work schedules and the starting time of such schedules shall be established by the Board for each of its constituent departments covered by this Agreement, and such schedules and starting times may be changed by the Board from time to time, to suit the varying conditions of the Board. To the extent possible, schedules for drivers and attendants shall be equally established by the Board for each school term no later than October 1, annually.
3. Permanent part-time employees shall be employed no less than four (4) hours per day excluding the lunch period.
4. The Board reserves the right to establish and to administer school calendars for all bargaining unit employees; however, it is understood that the parties will negotiate each year the designation of holidays.
5. Employees who are required to work in excess of forty (40) hours in a seven (7) day pay period beginning Thursday through Wednesday, shall be compensated at an hourly rate, one and one-half (1½) times their regular hourly rate or equal compensatory time at the employee's discretion, subject to funding as determined by the appropriate administrator. Requests to use compensatory time shall not be unreasonably denied and shall be scheduled mutually between the employee and the administrator.
6. Except bus drivers and attendants, employees shall be granted a fifteen (15) minute paid work break during each continuous four (4) hours of employment. The appropriate administrator and the employee shall agree on the break schedule and lunch period schedule. If the employee is required to work during the scheduled break/lunch period, the employee shall be permitted to receive the break/lunch period as soon as possible thereafter. The above break periods shall be considered as employee's free times and accordingly, the employee shall not be restricted in any fashion whatsoever, except as provided below, as to where he/she may enjoy such meal or rest period.
 - a. It is understood that maintenance employees who are required to drive a School Board vehicle shall be able to utilize such vehicle to obtain nourishment during their scheduled lunch period. However, the School Board may develop rules regarding the congregation of vehicles at meal sites and reasonable travel time. Prior to issuing any work rules the School Board shall meet with the Federation and provide a copy of the rules and give consideration to any input that is provided by the Federation.
 - b. During relief periods employees may be required to remain at their job site, unless the relief period is scheduled to be taken while the employee is in transit from one work site to another work site.

7. An unpaid lunch period for employees assigned to the Transportation Department shall be scheduled, where appropriate, by the appropriate administrator.
8. Bus drivers and/or attendants shall be assigned to the route bid by the employees and shall remain in said assignment unless the duties for the assigned route have been performed by someone other than the employee assigned to the route for a period in excess of forty-five (45) working days provided; however, this provision shall not apply in the event the employee is relieved from the assigned route by virtue of other provisions of this Agreement. Further, the Board while not obligated by this Agreement to do so, shall strive to retain assigned vehicles and equipment to the route picked by the employee. Shuttling of buses for service or repair during the regular employee's work week will be performed by the driver assigned to the vehicle, unless the bus requires major repairs as determined by the garage foremen, in which case a mechanic may be authorized to shuttle the bus. Buses needing body repair must be brought into the repair shop within twenty-four (24) hours, excluding weekends and holidays. Drivers will not have the right to refuse the shuttle unless released by their immediate supervisor.
 - a. For purposes of this section, routine maintenance (oil, lubrication, tune-ups, etc.), broken windows caused by stress and bodywork that is the result of a preventable accident do not constitute a "repair" that requires a shuttle.

Drivers/attendants will be awarded routes during the summer months according to area seniority. If a driver/attendant fails to perform his/her duties, (except in a case of illness or emergencies beyond the control of the driver), for the length of time agreed to jointly between him/her and the immediate supervisor, summer school privileges will be taken away for the next summer only. If the driver/attendant and immediate supervisor agree that a driver will work a shorter calendar, this agreement must be in writing.

Exceptional drivers and attendants driving the regular school year shall have priority for assignment to summer school exceptional routes.

9. Employees who are called to work outside their regularly scheduled hours of duty shall receive no less than three (3) hours of straight time pay and shall receive straight time pay for all hours worked in excess of three (3) hours pay when called for duty, except as otherwise provided for in Article V, subparagraph 5.
- B. The Superintendent of Schools shall exercise full authority granted under Florida Statute, Chapter 230.33 (6)(f), (1981) to close any or all schools during a situation deemed an emergency.

- C. Whenever the employer contends that an employee has violated any rule, regulation, or policy, the employee shall be notified in writing, by his/her administrator, with the employee being informed of the rule, regulation, or policy alleged to have been violated. The Board shall furnish the employee with a copy of any disciplinary action notification against the employee in this bargaining unit. The employer reserves the right to perform evaluations of employees by appropriate personnel and the Board agrees to furnish to an employee who has been evaluated a copy of the evaluation report before it is submitted for inclusion in the employee's personnel file.
1. Documents relating to an employee's work performance, discipline, suspension or dismissal, must be reduced to writing within forty-five (45) days exclusive of the summer vacation period, of the principal or administrator becoming aware of the facts reflected in the document.
- D. The Board shall continue the safety committee now in existence and shall establish additional safety committees as needed and recommended by the Safety Department. The Federation may submit to the Board names of employees from departments whom they desire to serve on the safety committees.
- E. Employees shall furnish such personal hand tools as may be required by the job upon being advised by the appropriate administrator. All other tools shall be furnished by the Board at no cost to the employee. The Board agrees to replace tools unintentionally broken or damaged and tools stolen in the course of employment (including tool boxes) when such theft is not due to the employee's negligence during the term of this agreement, provided the total cost of such replacements shall not exceed seven thousand five hundred (\$7,500) dollars. The School Board shall establish procedures for employees to comply with this provision.
- F. The Board agrees that each school bus driver will be furnished, during the first year of this agreement, one (1) cool cushion. Furthermore, all newly employed school bus drivers shall be issued one (1) cool cushion upon being employed.
- G. Should the Board require unit employees or a class of unit employees to take an annual physical examination, the examination shall be conducted by a medical doctor, chosen by the Board, at no cost to the employee. The Board may take disciplinary action up to and including discharge against any employee who refuses to take and pass a physical examination. Any action taken shall be subject to the grievance procedure. The provisions of this section are subject to Florida Statutes.
- H. Bus drivers and bus attendants will be required to follow a uniform dress code established by the Transportation Department. The Federation will

meet with the Director of Transportation to provide input and recommendations on the uniform dress code. Under no circumstances will a driver or attendant be permitted to wear clothes other than the required uniform as prescribed in this section. Drivers must wear shoes that are considered safe as determined by the Transportation Department.

- I. Maintenance/Facilities Service employees shall report for work attired in clothing appropriate to his/her work location. Employees shall not be permitted to wear shirts with slogans or advertisements, tank tops, shorts or cutoffs. However, facilities service personnel shall be permitted to wear coaching athletic shorts on the job.
- J. School Board employees who are authorized to use their personal vehicle for School Board business during the workday, shall be reimbursed a mileage fee established pursuant to Board policy.
- K. 1. School Board seniority shall be defined as the total length of continuous service in the certified unit with the School Board of Broward County, Florida. Seniority shall be district-wide, and shall date from the effective date of employment in the unit. Authorized leave shall count for seniority purposes and such leave shall not be considered as an interruption of service.

A seniority printout of all employees at each work location shall be posted once a year. Employees will be allowed a period of fifteen (15) days after the posting of such seniority list in which to protest in writing to the Employee Relations Department, any alleged error. Any employee failing to protest his/her seniority date within the ten (10) day period shall be considered to have confirmed his/her seniority as indicated on the printout.
2. Employees shall lose their seniority as a result of the following:
 - (a) Termination
 - (b) Retirement
 - (c) Resignation
 - (d) Layoff exceeding one year
 - (e) Failure to report to the personnel office within five (5) days of receipt of recall notice.
3. In the event a unit employee leaves the unit but remains with the district outside the unit and then returns to the unit within one (1) year, he/she shall retain the previously earned accumulated seniority upon re-employment in the unit.
- L. A seniority list of bus drivers who are performing extracurricular trips shall be posted on all purpose bulletin boards located in bus drivers' lounge. Extracurricular trips will be assigned on a rotating seniority basis, and assigned one (1) week in advance when possible, by the Transportation Department. The date the trip is to be performed shall be noted

beside the bus driver's name on the trip list. In the event a driver is assigned to an extracurricular trip and fails to perform that trip, the driver shall be denied his/her next assigned extracurricular trip. Should the driver fail to perform an assigned extracurricular trip a second time, the driver shall be removed from the extracurricular list for the remainder of the school year. Extracurricular trips for the bus drivers shall be paid at their regular hourly rate. Extracurricular trips shall be subject to the provisions of Article V, A(5).

- M. The parties agree to establish a labor-management committee comprised of three (3) representatives from the School Board and three (3) representatives from the Federation to discuss and examine the amount of bookwork done by the bus drivers and bus aides. The recommendations made by the committee may be incorporated into bookwork assignments.
- N. **Light Duty**
It is agreed and understood that the School Board has no obligation to provide an employee returning from disability leave with a light duty assignment. It is further agreed that the School Board shall not remove an employee from disability leave for the reason the employee is able to perform a light duty assignment when such assignment does not exist.
- O. If employees are attacked or assaulted in the course of employment, the Board will insure or otherwise reimburse such employees for any loss or destruction of clothing, personal item (i.e., purse, etc.; however, damage to vehicles or cycles are not covered in this section) up to \$50 per employee per school year, unless the employee is otherwise reimbursed. The employee shall provide his/her verification to the supervisor. The maximum liability to the District shall be \$6,000 per school year.
- P. At the discretion of the principal or department head, a substitute facilities serviceperson may be used when a regular full-time bargaining unit facilities serviceperson is absent from work. The principal or department head may contact the Noninstructional Personnel Department to arrange the services of a substitute facilities serviceperson. The personnel department shall maintain a substitute list to accommodate the principal's request.
- Q. The Board shall not be required to post any vacant bus route within the last thirty-five (35) working days of the school year.
- R. An employee who is required to remain on standby duty on the employer's premises shall be considered working on standby and shall be eligible for compensation at that employee's regular hourly rate of pay. An employee who is provided a beeper/pager or who is not required to remain on the employer's premises but is merely required to leave word at his/her home or with School Board officials where he/she may be reached is not entitled to standby pay.

ARTICLE VI

Vacancies, Transfers and Reassignments

- A. In the event the Board determines that the number of employees in the bargaining unit must be reduced for any reason, such reduction shall be based upon objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious, (2) shall not deprive employees of their rights conferred by this Agreement, or of laws of Florida and the United States, (3) shall be capable of uniform application, and (4) seniority and ability.
- B. The voluntary reassignment and/or transfer of an employee will be made on the following basis:
 - 1. Mutual agreement of the employee and the administrator where the employee is currently assigned to work, and the administrator where the employee wishes to transfer.
 - 2. Qualifications to perform the job requested.
 - 3. Approval by the Superintendent of Schools or his designee.
- C. Involuntary transfers may be made, when in the judgment of the Superintendent or his designee such transfers shall be deemed essential for the good of the Broward County Public School System. The employee selected shall be the employee at the location with the lowest seniority qualified to perform the work at the new location unless a more senior qualified employee agrees to transfer.
- D. Promotions and Vacancies
 - 1. Notice of all vacancies for a promotional position within the Bargaining Unit shall be posted in all work sites and departments by Personnel Services.
 - 2. The notices of vacancies required by this Article shall include the work site where applicable in which the opening will occur, the title of the position, effective date of the opening, qualifications, information concerning the securing of the deadline for filing of the application, and the person with whom the application is to be filed. All such notices shall be posted no less than five (5) working days before the deadline for filing applications.
 - 3. The applicant can secure application forms from any appropriate administrator or from the personnel office. The application for promotion and/or transfer shall be filed with the appropriate administrator or administrators.
 - 4. Qualifications of all applicants being essentially equal, seniority shall prevail.

Effective the date of ratification by the School Board of the 1985-86 salary schedule and for thirty (30) working days thereafter, the area or district maintenance supervisor may promote a helper to an apprenticeship position, providing the promotee meets all job requirements contained in the official School Board job description. Under this section, the School Board shall be exempt from advertising said position. This section shall become null and void after thirty (30) working days from the date of ratification by the School Board.

- E. The Board agrees that any unit member who is temporarily assigned by his immediate administrator to a position higher than his normal job classification shall receive additional remuneration for the time worked in the higher classification, equal to the position to which he is temporarily assigned, provided that he has performed the duties of the temporary assignment for a period not less than thirty (30) workdays during the school year in which the temporary assignment is made.
- F. For the purpose of this Agreement, the term, "vacancy", shall be defined and shall be deemed to have occurred when a permanent replacement is being sought to fill a permanent budgeted position. Employee applicants will be notified of the disposition of their application.
- G. Employees whose positions have been eliminated through layoff or otherwise, shall be considered first for equivalent vacancies which may become available and for which they are technically and physically qualified to perform the job. Such employees shall be recalled in descending order of seniority with the employee who is (1) technically and (2) physically qualified to perform the job.
- H. Employees being recalled shall be notified by certified mail (return receipt), together with a carbon copy to the Federation and shall have five (5) working days from the date of receipt of notice to respond affirmatively. The Board reserves the right to temporarily assign employees to the vacancy until the recalled employee reports to work.

If the Board fails to receive an affirmative response, the employee shall be removed from the recall list and the Board shall have no further obligation to the employee.

If the recall notice is returned and not receipted, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the second returned notice, the employee's name will be dropped from the recall list and the Board shall have no further obligation to the employee.

The Board's obligation to recall an employee shall not extend beyond nine (9) months from the date of the reduction in force.
- I. Written notice of a layoff shall be given to the affected employee five days before the action is to become effective.

ARTICLE VII

Leaves

- A. Unit employees shall receive annual leave, holiday leave, sick leave, personal leave, bereavement leave, maternity leave, jury duty leave and temporary duty leave as provided in School Board Policy. Six (6) paid holidays shall be observed on their respective dates for bus drivers and attendants and thirteen (13) paid holidays for Maintenance Operations employees shall be observed on their respective dates as provided by the Board-adopted calendar, pursuant to Article V (A)(4).
1. There shall be an additional four (4) annual days during the fiscal year for maintenance and facilities service personnel. All personnel shall be compensated for these four (4) days, which shall be taken on specified days, as provided in the maintenance and facilities service personnel calendar.
- B. Notification of intent to use personal reasons leave shall be submitted to the administrator/principal no later than twenty-four (24) hours prior to the day the employee wishes to have off except for an emergency as determined by the principal/administrator.
- C. Personal reasons leave shall not be granted during the first or last week of school, unless approved by the principal/administrator.
- D. Employees intending to use personal reasons leave the day preceding or following a holiday or scheduled day off shall give their principal/administrator a minimum of seven (7) workdays advance notice. The principal/administrator may deny the employee's request for a personal reasons day; however such action shall not be unreasonably denied.
- E. In order to be eligible for holiday pay, an employee must have worked the day before and the day after the holiday, unless the employee was on approved annual, sick, or personal reasons leave. The School Board, at its option, may request a doctor's certificate to verify the illness.
- F. Bus drivers and attendants who work during the regular school year in July and August shall receive credit for sick leave.
- G. Retirement Pay: If a bargaining unit member terminates his/her employment from the School Board for reasons of retirement*, or death, he/she or his/her beneficiaries shall receive a one-time, lump-sum payment as outlined in sub-section (4) if he/she meets the following provisions:
1. The unit member retired from the School Board of Broward County, Florida.
 2. *Retirement shall be defined as retirement under the Florida Retirement System or any other plan established by the State Legislature.

- Retirement shall not be interpreted to include disability retirement.
3. The unit member must prove acceptance into the Retirement System by having received and cashed his/her retirement check.
 4. Benefit Calculations: (Note: This language is in accordance with F.S. 231.40 [2][a][2].)
 - (a) During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - (b) During the next 3 years of service, the daily rate of pay multiplied by 40 percent time the number of days of accumulated sick leave.
 - (c) During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - (d) During and after the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - (e) During and after the 13th year of service, the daily rate of pay multiplied by 100 percent of the number of days of accumulated sick leave.
 - (f) Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the employee.

ARTICLE VIII

Association Rights and Privileges

1. Grievance Procedure

Any dispute or grievance arising between the employer and the Federation or any employee over the interpretation or application of this Agreement shall be settled in the following manner:

(a) Within five (5) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the on-site representative shall take it up with the immediate supervisor who may render a decision within five (5) working days, and if not adjusted, then;

(b) Within ten (10) working days of the occurrence of the event giving rise to the grievance the grievance shall be reduced to writing and signed by the aggrieved employee and the on-site representative and copy given to the immediate supervisor, grievance form Appendix A. The Federation representative, the grievant, and a representative designated by the employer shall discuss it. If not adjusted, then;

(c) Within ten (10) working days if not resolved, the grievance shall be submitted to the Superintendent's designee for decision. The Federation representative, the grievant, and the representative designated by the employer shall discuss it with the response to be rendered within (10) working days thereafter. If not adjusted, then;

(d) Not later than ten (10) working days after the response in Step "C" and if the Federation is not satisfied, the Federation may request such dispute or grievance be submitted to arbitration, as follows:

Upon failure of the parties to agree upon an arbitrator within ten (10) working days from the written request of either party to the other for arbitration, either party may, upon written notice to the other, request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. The decision of the arbitrator in the matter if made in accordance with this contract and the applicable State and Federal Laws and judicial interpretations, shall be final and binding on the parties. The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add to or subtract from or modify any of the items of this Agreement, nor shall he have power to establish or change any wage scale or classification.

The fees and expense of the impartial arbitrator shall be paid by the loser. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

(e) Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.

(f) No employee shall be entitled to use the grievance procedure until he/she has completed his/her required probationary period and has become a permanent employee.

(g) Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

(h) Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Federation; however, such settlement shall not constitute an admission the contract was violated, nor shall it be used as a precedent for future contract interpretation.

(i) The grievance arbitration procedure shall be subject to all State and Federal Laws and judicial interpretations.

2. Checkoff

Union deductions shall be made in accordance with forms (See Appendix D and D-1) provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the School Board for these deductions. The exact amount of monies to be deducted shall be given to the School Board thirty (30) days in advance. These monies shall be transmitted to the Federation within thirty (30) days after the monthly deductions. The Federation shall hold the School Board harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the School Board to comply or attempt to comply with the provisions of this section.

3. On-site Representatives

The Board recognizes the right of the Federation to designate on-site representatives at each of the covered schools/areas to to represent the employees in accordance with the terms of the Agreement. The on-site representative shall be an employee of the Board, but his duties as an on-site representative shall not conflict with his employment or that of the other employees. The on-site representative shall obtain prior approval of their supervisor before leaving their work for the purpose of representing employees under the terms of this Agreement, and will report back to their supervisor immediately upon completion of such duties. The Board shall not unreasonably withhold its approval to an on-site representative to perform the duties of an on-site representative. Handling the Federation matters shall be subject to compensation by the Board.

4. Access To Premises

Non-employee officials of the Federation may, upon the approval of the principal and/or other appropriate administrators, be allowed to visit schools and other work sites to investigate grievances filed with the Board by unit employees. The Federation agrees that it will not conduct Federation meetings on the premises of the Board without prior consent of the Board, and further agrees that it will not interfere with the operation of the school system. The Board agrees that it will not unreasonably withhold the request of the Federation to visit school property for the above purposes. Non-unit representatives agree to notify the appropriate administrator when they leave the School Board premises after permission has been given by the administrator.

5. Reproduction of Agreement

One thousand (1,000) copies of this Agreement shall, after approval of proof copy by the Superintendent and/or his designee and the Federation Divisional Director and/or his designee, be reproduced by the Federation for the School Board. The School Board agrees to accept and reimburse the Federation for the actual cost of printing said copies of the Agreements.

6. Bulletin Boards

Official Federation notices may be posted on bulletin boards designated by the Board. The Board shall provide one (1) bulletin board at each one of the permanent locations where work is carried out by a reasonable number of employees in the unit for the Federation's exclusive posting of official notices of meetings, notice of election results, and notices of Federation recreational, education, social, or civic affairs.

ARTICLE IX

Compensation and Benefits

1. The salary for facility service employees and maintenance employees covered by this Agreement shall be set forth in appendix C.
2. Pay grades and levels for school bus drivers and attendants are to be based on the salary schedule set forth in Appendix B.
3. The Board reserves the right to establish and maintain and/or abolish positions defined as "leadperson" whose rate of pay will be no greater than fifteen (\$.15) cents per hour above that of the highest paid unit employee in his classification. When, in the opinion of the Board, new job classifications are needed, job descriptions for parties shall be prepared by the Board and copies made available to the Federation, upon request.
4. The parties recognize that employees who are placed on standby duty calls shall receive no compensation for standby assignments which shall represent the increased productivity requirement of this Agreement, for maintenance and facility service employees.
Actual fueling of buses shall constitute the increased productivity requirement of this agreement, for drivers and attendants.
5. Insurance
Federation employees shall receive the insurance coverage with premium payments for individual employee health and dental insurance provided in School Board policy. The Federation agrees that any cafeteria plan negotiated with another bargaining unit shall not be provided to the Federation until such a plan is specifically negotiated with the Federation and ratified as part of the agreement. The parties agree that either party may reopen this article during the negotiations in the 1986-87 school year.
6. Disability Pay
In computing a bargaining unit member's disability pay, the actual number of workdays shall include all paid holidays.
7. Salary/Classification Review
During the 1985-86 negotiations, concerns regarding the salary structure and compensation level of unit positions was expressed by the School Board. In order to deal with these concerns, the School Board and the Federation agree to establish a review committee to examine the salary level and structure of unit positions. The committee shall gather and utilize compensation information from Florida public and private employers in the review process. The Superintendent shall appoint three (3) members, and the Divisional Director shall appoint three (3) members.

The committee will submit a report prior to the beginning of the 1986-87 negotiations to the Superintendent of Schools and the Divisional Director of the Federation of Public Employees.

ARTICLE X

Miscellaneous

1. The Federation shall notify the Board in writing to whom correspondence required by this Agreement should be mailed. The identification of representatives, for the purpose of service, shall be made by the Federation. The Federation shall provide the Office of Employee Relations with a list of the names, positions, and locations of each on-site representative. It shall be the responsibility of the Federation to notify the Office of Employee Relations when a change in on-site representatives is made. The Board shall be represented by the Superintendent, or his designee, who shall be authorized to accept service and/or correspondence on behalf of the Board, as required by this Agreement.
2. This Agreement constitutes all agreements between the parties for the terms of this Agreement, and the parties agree that no additional negotiations, unless stipulated in this Agreement, will be conducted during the life of this Agreement except by mutual consent of the parties.
3. In the event any provision of this Agreement shall be or become inoperative by reason of any Federal, State, Municipal law, ordinance, or regulation, it shall be superseded by such law, ordinance, or regulation only while such law, ordinance or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.
4. This Agreement shall not be construed to deprive any employee of benefits or protection granted by the laws of the State of Florida and the rules and regulations of the Department of Education of the State of Florida and under the policies and regulations of the School Board in effect at the time of the execution of this Agreement. It is further agreed that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.
5. The parties acknowledge that during the 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 from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and

the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. Provisions in this Contract shall supersede any related rules or policy previously adopted by the Board which are not consistent with terms and conditions of this Agreement. All prior negotiated agreements and/or practices between the parties not contained in this Contract are null and void.

ARTICLE XI

Subcontracting

The employer reserves the right to subcontract work while recognizing the Federation's obligation to preserve regular unit employees' jobs, who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the employer agrees to notify the Federation within 30 days before the request to subcontract is submitted to the Board, identifying the categories of employees to be affected, the disposition of those regular unit employees and the reasons for such action. Simultaneous with such notice to subcontract which affects regular unit employees, those employees shall be notified and permitted to accept vacant, advertised budget positions of the same job classification within the district. The Federation reserves the right to appear before the Board and express its position to the Board at the time the Board considers the subcontracting agenda item.

Should the Board affirmatively act on the request, the obligation of the Board to such displaced employees is contained in Article VI (G) and (H) of this Agreement.

ARTICLE XII

Term of Agreement

- A. This Agreement entered into on July 1, 1985, shall remain in effect through June 30, 1988, at which time it will expire. At any time after May 1, 1986, and May 1, 1987, either party may initiate a reopening of negotiations for the purpose of establishing a new salary schedule for the 1986-87 and 1987-88 school year. In addition, each party may select

four (4) items to be negotiated during negotiations in 1986-87 and 1987-88.

- B. Either the School Board or the Federation may require, by written notice to the Federation or the Superintendent of schools, respectively, between April 1, 1988 and May 1, 1988, negotiations for a successor agreement.

Dated this 15th day of October, 1985.

Federation of Public Employees
A Division of District No. 1
Pacific Coast District
Marine Engineers Beneficial
Association AFL-CIO

School Board of
Broward County
Florida

Toni J. Seekin
Chairperson of the Board

W. Henry
Superintendent of Schools

Donna Mitchell
Chief Negotiator

Walter J. Brone
Divisional Director and Chief Negotiator

Negotiating Team

Antonio La Prusse

Margaret J. Pratt

Richard A. Sacco

John F. Manning

George J. Zakari

Jeanne P. Solomon

Daisy Mallard

Gene A. Pugliese

Richard F. Horvath

Negotiating Team

Stan McCall

John Combs

**MAINTENANCE AND OPERATIONS DEPARTMENT
1985-86**

Trades	Hourly Rate			
	I	II	III	IV
Boiler Mechanic	9.08	10.15	11.33	12.40
Business Machines Mechanic	8.61	9.68	10.75	11.82
Cafe and Industrial Arts Repairperson	9.13	10.20	11.27	12.34
Glass Trimmer Mechanic	8.96	10.03	11.10	12.17
Hardware Mechanic	9.21	10.28	11.35	12.42
Mechanical Plant Operator	9.47	10.54	11.61	12.68
Pest and Weed Control Operator	8.95	10.02	11.09	12.16
Roofer	8.81	9.88	10.95	12.17
Sewer Mechanic	9.07	10.14	11.21	12.28
Sheet Metal Mechanic	9.21	10.28	11.35	12.42
Assistant Manager - Stockroom	8.73	9.80	10.87	11.94
Assistant Pest and Weed Control Operator	5.44	6.51	7.58	8.65
Utility Serviceperson	7.75	8.82	9.89	10.96
Garage Serviceperson	8.03	9.11	10.23	11.37
Helper	6.48	7.55	8.27	9.01
Laborer	4.87	5.94	6.68	7.40
Laundry Attendant	4.48	5.55	6.10	6.67
Mail Clerks	5.78	6.85	8.50	10.15
Mowing Machine Mechanic	8.39	9.46	10.53	11.60
Paint & Body Serviceperson	6.10	7.17	8.24	9.31
Small Mower Operator	5.78	6.85	7.92	9.01
Sprinkler Mechanic	9.07	10.14	11.21	12.28
Stock Clerk	7.28	8.35	9.42	10.49
Stock Clerk, Price and Inventory	8.17	9.24	10.31	11.38
Stockroom Serviceperson	6.57	7.64	8.77	9.93
Tire Repairperson	6.47	7.54	8.61	9.68
Tractor-Mower Operator	6.42	7.49	9.70	9.93
Truck Driver	7.48	8.55	9.62	10.69
Water Treatment Serviceperson	7.55	8.62	9.69	10.76

Advancement from Step I to Step II in a specific position shall be based on:

Completion of twelve (12) months of continuous on the job employment.

Advancement from Step II to Step III in a specific job shall be based on:

Completion of twelve (12) months of continuous on the job employment.

Advancement from Step III to Step IV in a specific job shall be based on:

Completion of twelve (12) months of continuous on-the-job employment.

Trades - Certification Ladder

	Hourly Rate		
	I	II	III
A/C and Refrigeration Mechanic	10.54	11.61	12.68
Carpenter	10.28	11.35	12.42
Electrician	10.28	11.35	12.42
Electronic Technician	10.28	11.35	12.42
Glazier	10.03	11.10	12.17
Heavy Equipment Operator	9.95	11.02	12.09
Mason/Tile Setter	10.54	11.61	12.68
Painter	10.03	11.10	12.17
Plumber	10.54	11.61	12.68
Welder	10.03	11.10	12.17

Advancement from Step I to Step II in a specific position shall be based on:

Completion of twelve (12) months of continuous on the job employment.

Advancement from Step II to Step III in a specific job shall be based on:

Completion of twelve (12) months of continuous on-the-job employment.

Facilities Personnel

	Hourly Rate			
	I	II	III	IV
Assistant Head Facilities Serviceperson (High School & Vocational Center)	7.89	8.96		
Assistant Head Facilities Serviceperson (Middle School & Exceptional Child Center)	7.75	8.82		
Head Facilities Serviceperson (Middle, Exceptional Child Center)	8.53	9.60		
Head Facilities Serviceperson (High School & Vocational Center)	9.15	10.22		
Head Facilities Serviceperson (Elementary School)	8.27	9.34		
Head Facilities Serviceperson (Grounds & Minor Repair Elementary/Middle)	8.91	9.98		
Facilities Serviceperson (Days)	4.77	5.95	6.70	7.48
Facilities Serviceperson (Nights)	4.87	6.05	6.80	7.58
Facilities Serviceperson & Grounds Maintenance	6.26	7.33	7.82	8.34
Pool Operator	5.54	6.61	7.37	8.12
School Site Repairperson	6.77	7.84	8.91	9.98
Yardperson	5.78	6.85	7.92	9.01

Advancement from Step I to Step II in a specific position shall be based on:

Completion of twelve (12) months of continuous on the job employment.

Advancement from Step II to Step III, if applicable, in a specific job shall be based on:

Competition of twelve (12) months of continuous on-the-job employment. Advancement from Step III to Step IV, if applicable, in a specific job, shall be based on: completion of twelve (12) months of continuous on-the-job employment.

Trades	Hourly Rate					
	I	II	III	IV	V	VI
Automotive and Truck Mechanic	11.21	12.28	12.40	12.52	12.64	12.79
Paint and Body Mechanic	11.21	12.28	12.40	12.52	12.64	12.79

Advancement from Level I to Level VI is set forth in Appendix A, Certification Incentive Program for Automotive Mechanics and Paint and Body Mechanics.

Apprentice Schedule	Entry	Completion of				Program
		1	2	3	4	
A/C and Refrigeration Mechanic	7.64	8.26	8.99	9.82	10.54	
Carpenter	7.45	8.15	8.86	9.46	10.28	
Electrician	7.45	8.15	8.86	9.46	10.28	
Electronic Technician	7.45	8.15	8.86	9.46	10.28	
Mason/Tile Setter	7.64	8.15	9.10	9.82	10.54	
Painter	7.25	7.95	8.65	9.34	10.03	
Glazier	7.25	7.95	8.65	9.34	10.03	
Plumber	7.64	8.37	9.10	9.82	10.54	
Roofer	6.38	6.93	7.56	8.20	8.81	
Heavy Equipment Operator	7.09	7.89	8.57	9.26	9.95	
Welder	7.25	7.95	8.65	9.34	10.03	

Apprentices complete the program and enter the journeyman trade at Step I.

Leadman Hourly rate will be \$.15 per hour more than the base rate paid to the highest man/woman supervised.

Foreman Hourly rate will be \$.25 per hour more than the base hourly and the differential paid to the highest paid leadman or mechanic supervised.

Night Differential All personnel starting work after 1 p.m. (local time) will be paid \$.10 per hour night differential over the present day rate. No adjustments will be made for temporary summer schedules.

Part-Time Permanent Employees Will be paid in accordance with the above salary schedule.

Apprentices All Trades Rate shall be established in accordance with apprenticeship program approved by the Federation and the School Board.

SALARY SCHEDULE FOR SCHOOL YEAR 1985-86

Bus Drivers

Level	Hourly Rate
0	5.75
1	6.25
2	7.00
3	8.20
4	9.50

All bus drivers on pay levels 0 through 4 at the conclusion of the 1984-85 school year shall remain on the same level on the 1985-86 salary schedule. For example, a bus driver on step 1 shall be on step 1 of the new pay schedule.

LeadDriver: 15¢ more than the base hourly rate paid to the highest driver supervised. Lead driver shall also be required to work extended hours as required by the Director of Transportation.

Bus Attendants

Level	Hourly Rate
0	4.75
1	5.25
2	5.75
3	6.60

All bus aides in pay levels 0 through 3 at the conclusion of the 1984-85 school year shall remain on the same level on the 1985-86 salary schedule. For example, a bus attendant on step 1 shall be on step 1 of the new pay schedule.

Bus drivers and attendants shall be employed for 180 driving days or the 180 day student calendar, plus three (3) paid conference days and six (6) paid holidays.

Drivers in training shall be paid at the rate of \$3.35 per hour.

Drivers and attendants on probation shall be paid at level 0. No employee shall receive a salary level increase on the bus driver or bus attendant salary schedule unless it is called for in the 1985-86 contract.

Bus drivers and bus attendants who are hired during the 1985-86 school year shall be paid at step 0 of the 1985-86 salary schedule with no step advancement.

APPENDIX A

Certification Incentive Program for Automotive Mechanics (Journeyman) and Paint and Body Mechanic (Journeyman)

The purpose of this program is to encourage and promote the highest standards of truck and automobile service in the Broward County School District through certified testing conducted by the National Institute for Automotive Service Excellence through the Educational Testing Service.

The incentive program is subject to the following criteria:

- (1) Eligibility - Eligibility for the incentive program is limited to employees in the classification of Automotive Mechanic (Journeyman) and Paint and Body Mechanic (Journeyman).
- (2) Testing - The following service area tests conducted by the National Institute for Automotive Service Excellence are applicable under the incentive program.
 - (a) Automotive Mechanic (Journeyman)
Tests:
 1. Gasoline engines or diesel engine
 2. Drive train
 3. Brakes
 4. Suspension and steering
 5. Electrical systems
 - (b) Paint and Body Mechanic (Journeyman)
Tests:
 1. Body repair
 2. Painting and refinishing
 3. Electrical systems
 4. Suspension and steering
- (3) Training - The School Board through its Adult Education Vocational and Technical office will provide training classes to assist employees in passing the exam.
- (4) Step Advancement - Advancement from Step I to Step V on the salary schedule for Automotive Mechanics and Paint and Body Mechanics shall be as follows:
 - Step I - entry level
 - Step II - after one (1) year of complete service.
 - Step III - certified in one (1) service area.
 - Step IV - certified in two (2) service areas.
 - Step V - certified in three (3) service areas.
 - Step VI - certified in four (4) service areas.

Advancement to a higher step shall occur when proof of certification in a service area is submitted by the employee to the School Board.

In order to maintain their step level, mechanics must comply and meet the recertification requirements of NIASE.

- (5) Step advancement for the incentive program shall not be utilized for purposes of computing the hourly rate for leadman or foreman.
- (6) Automotive Mechanics and Paint and Body Mechanics shall remain on Step I during their probationary period. Once the probationary period has been satisfied, the employee shall be eligible for step advancement after one (1) year of service.

APPENDIX B

Transportation

Perfect Attendance Award

To reward bus drivers and bus attendants who exercised particular care in the maintenance of their personal health and job attendance during the 1984-85 school year, the School Board and the Federation of Public Employees provide a perfect attendance award. Bus drivers and bus attendants who worked the full school year without any absenteeism and missed route time shall be eligible for the award. Bus drivers and bus attendants who had perfect attendance during the 1984-85 school year shall receive a certificate of recognition and a check in the amount of one hundred dollars (\$100.00).

The perfect attendance award is a one time benefit for bus drivers and bus attendants who had perfect attendance during the 1984-85 school year. This award shall not be applicable to bus drivers and bus attendants in future school years, including 1985-86, unless specifically called for in the agreement.

APPENDIX C

Maintenance & Facilities Service persons

Perfect Attendance Award

To reward maintenance and facilities service personnel who exercised particular care in the maintenance of their personal health and job attendance during the 1984-85 school year, the School Board and the Federation of Public Employees provide a perfect attendance award. Maintenance and facilities service personnel who worked the full school year without any absenteeism as listed in ISI 1137 printout, dated July 18, 1985, shall be eligible for the award. Maintenance and facilities service personnel shall receive a certificate of recognition and a check in the amount of one hundred dollars (\$100.00).

The perfect attendance award is a one-time benefit for maintenance and facilities service personnel who had perfect attendance during the 1984-85 school year. This award shall not be applicable to maintenance and facilities service personnel in future school years, including 1986-87 unless specifically called for in the agreement.

APPENDIX D

Transportation Safety Award

To reward excellence in safe driving, the Federation and the School Board agree to establish a safe driving award. To qualify for the award, a driver shall meet the following criteria:

1. Have been employed during the 1983-84, 1984-85 and 1985-86 school years. The driver must drive a minimum of one hundred and sixty (160) days during each of these three (3) school years.
2. A driver shall have earned an accident-free record (i.e. preventable accident) and not been charged with a moving violation by the Transportation Department or any law enforcement officer during the 1983-84, 1984-85 and 1985-86 school years. The accident-free record will include the driver's record in both school operated and privately operated vehicles.

Failure by a driver to report infractions (i.e., accidents, tickets, etc.) to his/her immediate supervisor will disqualify the driver from the safety award program for the 1985-86 school year and the following school year, if applicable.

For the 1985-86 school year, the parties agree to establish a fund containing twenty thousand dollars (\$20,000) for the purpose of funding the safe driver award program. Bus drivers who qualify for the safe driving award at the conclusion of the 1985-86 school year shall receive a one-time stipend. The dollar amount for each stipend will be determined by dividing the twenty thousand dollar (\$20,000) fund by the number of bus drivers who qualify for the award.

NOTES



830742

APRIL 30, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

3
JUN 10 1987

RECEIVED

JUN 04 1987

GOV'T., COMMUNITY &
EMPLO. RELATIONS

Superintendent of Schools
County of Broward SCHOOL BOARD
1320 SOUTHWEST 4th STREET
Ft Lauderdale, FL. 33302

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Broward Cnty FL Sch Board Cust Maint

WITH MARINE ENGINEERS
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

RECEIVED
DEPARTMENT'S OFFICE
BROWARD COUNTY, FLORIDA
JUN -4 PM 3:25

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2,000
2. Number and location of establishments covered by agreement Broward County Public Schools
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date 6/30/88

Don Bullard, Director Employee Relations
Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code