

AFSCME
COLLECTIVE BARGAINING
AGREEMENT

Custodial/Maintenance/Vehicle Services

2007-2010

Amended August 26, 2008

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PREAMBLE

This agreement entered into by the School Board of Polk County, Florida, hereinafter referred to as the Employer, and LOCAL 2227, American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as the Union, has as its purposes (1) the promotion of harmonious relationships between the Employer and the Union, (2) the establishment of an equitable and peaceful procedure for the resolution of differences, (3) the protection of the public by assuring at all times the orderly and uninterrupted operations and functions of the school system, and (4) the establishment of rates of pay, hours of work and other conditions of employment, WITNESSETH:

ARTICLE I - THE UNION

Section A: Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating and establishing salaries, wages, hours, and other conditions of employment for all of its employees covered under this contract.

Section B: Bargaining Unit

The Employer recognizes LOCAL 2227, American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive representative for the purpose of collective bargaining for the employees in the unit described below:

INCLUDED: Maintenance, custodial, warehouse employees, electronic equipment repair personnel, and vehicle services personnel.

Section C: Union Representation

The Employer recognizes and shall deal with the local Union President, the appropriate Union Business Agent, Council Representatives and any other Union Officers and/or attorneys, designated in writing by the local Union President. Any changes of representatives shall also be submitted to the Employer in writing by the Union President.

The Board agrees to grant up to twenty-two (22) days of Union leave with pay to be used by the President and/or his/her designee(s) to conduct Union business. This leave is in addition to any other contractual guarantees.

Chief Stewards

The employer shall recognize six (6) Chief Stewards, one for each geographical area as appointed by the local Union President. Requests for the Chief Steward to meet with employees during the working day shall be approved by the Director of Employee Relations or his/her designee and such requests shall not be unreasonably denied and shall not exceed eight (8) hours per month except in cases of emergency. Employees selected by the Union to act as Union representatives shall be known as "Chief Stewards". The names of employees selected as chief stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union.

If the need arises, the Director of Employee Relations may meet with one (1) or more of the six (6) chief stewards.

Any employee who wishes to meet with their steward during working hours must make such arrangement through their immediate supervisor in cooperation with the immediate supervisor of the steward. The worksite steward jurisdiction will be restricted to his/her worksite.

Council Representative

A Council Union Representative shall be permitted to enter the Polk County School system upon request to the Superintendent or his designee to investigate any grievance or handle other official Union business.

Section D: Definition of "EMPLOYEE"

The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Union in the bargaining unit.

Section E: Employee Rights

Employees shall have the right to join or not to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining as it relates to work hours, conditions of employment or compensation. They shall have the right to express and communicate views and to process grievances without fear of restraint, coercion, intimidation or reprisal by either the Employer or Union because of the employee's membership or lack of membership in the Union or by virtue of his/her holding or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

Section F: Excluded Work

The Employer agrees that supervisors will not perform work normally done by members of the bargaining unit, except in cases of emergency or for job instruction. The Employer agrees that no employee shall work out of classification except in case of emergency or when management determines that the work load dictates otherwise.

Section G: No Discrimination

The Employer and the Union agree that the basic intent of this agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skills and abilities without regard to race, color, creed, national origin, sex, age, marital status, political affiliation, or those covered by the American Disabilities Act (ADA).

Section H: Check Off

The Employer shall deduct from the pay received on the pay day of each month, the Union dues for the current month's dues and uniform assessment fees, for every member who signed a payroll deduction authorization card specifying the amount to be deducted. Such authorization is revocable only at the employee's will, upon thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit such union dues and uniform assessment fees during the first two weeks of each month. When an employee quits, is discharged, or is laid off, any amounts due the Union will be deducted from the last salary payable.

The Financial Secretary of the local Union shall be furnished a complete list of deductions made each month.

The Union agrees to present to the Employer by the 10th. of the month, authorization cards signed by the employees indicating the amount of the monthly dues and assessments to be deducted.

Section I: Representation at School Board Meetings

The local Union President or his designee, will make arrangements with the Director of Employee Relations and be allowed time off the job, with no loss of pay, to attend all scheduled Work Sessions and Board meetings.

Section J: Notification of Board Meetings

The Superintendent agrees to notify the President or designee of Local 2227, American Federation of State, County and Municipal Employees, by providing them with the agenda and attachments within a reasonable length of time, of any School Board meetings concerning any business affecting non- instructional employees.

ARTICLE II - BOARD'S RIGHTS

The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their Union from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE III - WORK TIME

Section A: Definition of "WORK DAY"

A "work day" is a period of regularly scheduled consecutive hours of work, exclusive of any lunch period. All leaves will be charged in one-fourth (1/4) of an hour increments (15 minutes).

Section B: Definition of "WORK WEEK"

An employee's "work week" begins at 12:01 AM Monday and extends thru 12:00 PM (Midnight) Sunday for payroll purposes. A normal work week will be Monday through Friday. A work week may also consist of four work days. Sunday will not be a regularly scheduled work day.

Section C: Work Schedules

Regular work schedules showing the employee's shifts, work days, and work hours shall be posted on all department bulletin boards. Work schedules may be changed provided that such changes are deemed necessary by the employer. When an employee's work schedule is to be changed from day to night or night to day a five day notification will be given in writing (dated), except in cases of emergency. The five day notification also applies to changes in hourly schedules, except in cases of emergency.

Regular work schedules involving Saturday/Nights on a regularly scheduled basis, as approved by the Superintendent, (based upon data and rationale supporting such change), will be bid out to all employees appropriate to that work schedule. If there are more candidates than positions available the bid will be awarded to the employee(s) with the most seniority. If there are fewer bids than positions available the bid will be assigned by inverse seniority to the employee(s) with the least seniority in that classification. Custodians are excluded from the above language dealing with night shifts only. Rotating schedules shall not be used to circumvent this article.

Work schedules for the paint crews will be four ten-hour days (Monday-Thursday or Wednesday-Saturday). The second schedule including Saturday will have no less than 6 least senior employees (includes the Maintenance Laborer if assigned to the Saturday crew by the Service Manager). If the Maintenance Laborer is not assigned to the Saturday crew, the Saturday crew will have no less than 5 least senior employees. If there are more than nine employees on Saturday, then the most senior employee of the least senior employees can volunteer to come off the schedule. Employees assigned to the Saturday schedule will receive a \$100.00 per month supplement for ten months added to their base salary. The Director of Maintenance will notify the Human Resource Services department in writing whenever a supplement is given or taken away. At the winter break, employees may volunteer to rotate on or off either schedule adhering to above language of the six least senior employees may rotate off the Saturday schedule at the end of the month the new employee is hired. This revised provision becomes effective October 8, 2003.

Section D: Break Periods

All employees are entitled to two (2) fifteen minute breaks in each 8 hour shift, but said breaks cannot be taken consecutively or used to extend a meal period. Each employee working a 4-hour shift or 6-hour shift shall be entitled to one (1) fifteen minute break during each shift.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen-minute break before they start to work on the next shift. In addition, they shall be granted the regular breaks that occur during the shift.

Section E: Custodial Shift Change

An employee's shift may be changed for that period of time normally called "student summer vacation" without any loss of pay. Night crew foremen who are changed to a day schedule will retain the same duties and salary. No change of schedules will be made at any job site unless all employees at the site unanimously agree to shift change. Any shift change as described herein shall not exceed a three month period of time.

ARTICLE IV - OVERTIME

Section A: Definition of Regular Straight Time Hourly Rate

The "regular straight time hourly rate" means an employee's straight hourly base rate and applicable shift premium if any.

Section B: Definition of Overtime

"Overtime" shall be defined as hours worked in excess of forty (40) during the basic work week.

Section C: Holiday and Vacation as Time Worked for Purpose of Computing Overtime

Holidays, vacation, and/or compensatory time shall be considered as time worked during an employee's regular scheduled work week for the purpose of computing overtime.

Section D: Notice of Overtime

The parties recognize the advisability of providing employees with adequate notice of work required beyond the basic work day or the basic work week. When overtime requirements are known in advance, the affected employees will be advised at least four hours prior to the end of the shift for daily planned overtime or prior to the end of their shift on Thursday for any planned weekend overtime.

Section E: Distribution of Overtime

Overtime work shall be distributed as equally as possible to employees working within the same job classification in the county, area, or school. On each occasion when there is overtime work to be done, other than finishing up a job, and there is no emergency that would keep the supervisor from equating the opportunity for overtime, then the overtime assignment shall be offered to the county, area, or school employee within the job classification who has the least number of overtime hours to his/her credit. This procedure shall be followed until the required employees have been selected for the overtime work. Any employee who is offered overtime but declines to work will be charged with the amount of overtime offered just as though he/she worked it. Employees shall accept overtime assignments when no other employees in their classification area or school are available except in case of personal emergency such as personal illness, illness in the immediate family, compelling domestic concerns or ceremonies involving the person or his family. In case an employee declines overtime because of personal emergency, the employee will not be charged with overtime.

When overtime is available, a sign-up sheet shall be posted. Employees that do not sign up in advance of the work shall not be allowed to work the overtime. Employees that have signed up, but do not show up to work the overtime shall be charged double the amount of the time worked. Prior to the day of the working of the overtime, a copy of the sign-up sheet shall be given to the supervisor and kept on file. A copy will be given to the Union representative upon request.

The distribution period for equalization of overtime shall extend over each six (6) calendar months, beginning on the first day of the calendar month following the effective date of this agreement. If it is shown that an employee has not shared in the distribution of overtime, the employee will be given the first opportunity to accept the

available overtime in his/her job classification. A record of overtime hours worked by each employee shall be posted on the department, area, or school bulletin board weekly.

Section F: Pay for Overtime

One and one-half (1 1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of forty during the basic work week. Payment of overtime shall not be duplicated for the same hours worked.

Section G: Compensatory Policy

At the discretion and request of the division head and/or his/her designee compensatory time off may be accrued and granted to eligible employees, those classified as non-exempt, in accordance with the following:

- 1) Compensatory time will be provided in the same manner as the monetary payment would have been provided. For example, if an employee works hours in excess of a forty (40) hour work week, compensatory time will be provided at one and one-half hours for each hour in excess of forty. If the employee works hours in excess of his/her scheduled work week but less than forty (40) hours the compensatory time will accrue at the regular rate of pay until forty (40) hours have been worked after which compensatory time shall accrue at one and one-half hours for each hour in excess of forty.
- 2) A record of compensatory time accrued and used will be maintained for each eligible employee by the immediate supervisor.
- 3) Payment for accrued compensatory time shall be made only upon termination of employment. Upon termination of employment an employee who has accrued compensatory time off under this policy shall be paid for unused time at the final regular rate of pay.

Section H: Regular Custodian Working as Substitutes

Custodians who work less than an eight hour day and who substitute for absent custodians at a school will be paid for their substitute hours at their regular rate of pay.

Section I: Meal Periods

All employees who work more than four (4) hours daily will be granted at least a 30 minute meal period during each work day, normally near the middle of the work day. If an employee works two or more hours beyond the regular work shift, he/she shall be offered at least a 30 minute meal period. Additional meal periods will be granted at 4 hour intervals thereafter.

ARTICLE V - PAY PRACTICES AND JOB INFORMATION

Section A: Pay Rates and Job Classifications

Pay rates and job classifications will be as listed in Appendix B.

Section B: Maintenance Department Apprentices Program

Maintenance Apprentice jobs (as they become available) will follow the vocational schools training, have an approved job description, pay schedule, and be agreed on with a Memorandum of Understanding between the Polk County School Board and the Union, AFSCME Local 2227.

Section C: Job Information

Job descriptions and bids openings will be posted on the appropriate departmental bulletin board (employee lounge, maintenance shops, or warehouses). Additional copies of job bids will be sent by electronic mail and/or courier mail to stewards for distribution to shops and schools, especially during student vacation periods.

The employer shall prepare and furnish to the Union any new or changed job descriptions, job classifications, and wage rates, and these shall be posted on the bulletin boards referred to above.

Section D: Drug Free Workplace

It is the School Board's intention to employ a work force free from the use of illegal drugs and the abuse of alcohol. In order to achieve this goal, the School Board of Polk County agrees to follow and adhere to the procedures and work rules as stated in the Drug Free Workplace Policy (6Gx53-3.003, C.6.E) adopted April 14, 1994.

Section E: Temporary Pay Practices

An employee will be paid for all hours worked on a shift at no less than the rate of the job on which he/she starts his/her shift.

An employee who is assigned to a lower classified job for less than one month will retain his/her regular rate of pay.

An employee who is assigned by management/designee to a higher classified job for at least one day will be paid at the rate of the higher classification for the number of days so assigned.

Section F: Shift Differential

Full time employees regularly assigned to a shift that begins after 12:00 PM and ends after 6:00 PM shall be paid a premium of \$35.00 per month over the regular shift pay.

Full-time employees regularly assigned to a shift that begins after 7:00 p.m. and ends after 12:00 midnight shall be paid a premium of \$50.00 per month over the regular shift pay. Part-time employees will receive the same premium pay on a pro-rata basis according to their hourly shift.

Section G: Call-out Pay

Any employee being recalled by his supervisor or his designee to work after having completed his/her shift and after having left the employer's premises shall be paid for a minimum of four hours at time and a half or in accordance with Section "H" of this Article, whichever is applicable. Call out assignment will be made to personnel by their

respective work areas, region, or location. Employees called out under this section shall be those employees who normally perform the work requiring the call out in their respective work area, region or location. Call outs shall be distributed as per Article IV, Section E.

Call-out Pay for Transportation Division Vehicle Services Technician "A" and "B"

All vehicle service technicians "A" and "B" shall be assigned by his or her supervisor to a rotation list for call outs and shall be paid for a minimum of four hours at time and a half. Employees assigned call-outs under this section shall be those employees who normally perform the work requiring the call out. In the event of a scheduling conflict the Service Managers or designee will make the necessary schedule changes. Each employee on call will be issued a radio which he or she will be expected to keep on at all times during the week he or she is on call. In the event an employee on call receives a call-out, the employee is expected to return the call as soon as possible. When the call is returned to his or her supervisor or designee the employee will then be on overtime and will receive a minimum of four hours at time and a half or in accordance with Article IV, Section E. Failure to respond to call outs will be subject to Article IX of this collective bargaining agreement. This provision becomes effective August 3, 2001.

Security Call-out Pay

Any employee in this bargaining unit called out for a security alarm problem, excluding maintenance service call-outs, after having completed his/her regular shift and having left the employer's premises shall be paid a minimum of two (2) hours for the call-out. Call-out time beyond the regular forty (40) hour work week will be paid at a rate of time and a half.

Section H: Premium Pay

When an employee works any scheduled time on the seventh successive day, or over 4 hours during a call out on the seventh successive day he/she shall be paid at two (2) times the regular straight hourly rate of pay.

Employees permanently assigned to work with frozen food warehousing and/or delivery will receive \$50.00 per month in addition to their regular salary. Assignments to work with frozen foods will be made on the basis of seniority in each job classification required. Employees permanently assigned to drive tractor trailers will receive \$50.00 per month in addition to their regular salary.

Electricians and plumbers who possess an active Masters Certificate of Competency Card, A/C or Refrigeration Mechanics who possess an active Journeyman Certificate of Competency Card, and other Maintenance and In-House Construction employees who possess a Polk County or State of Florida Class "C" or better contractors license will be compensated \$200 annually. Maintenance and In-House Construction employees shall receive the allowance for their active competency certificates/contractors license (class "CH or better) on June 30 provided that the employee is employed on or before January 1 of any year and has continuous employment through June 30 of that year.

EERS employees (Electronic Equipment Repair Technicians, Support Installation Technicians, and Telecommunications Technicians who successfully complete, become certified and maintain certification in the following will receive supplemental pay added to base salary as shown:

Network Plus	\$ 500 per year
Microsoft Certified Professional	\$1,000 per year
A+	\$ 500 per year
BICSI	\$ 500 per year
MCSA	\$1,000 per year

Courses must be pre-approved and job related. Cost of training and travel will be paid through Technology Division budgeted funds.

Section I: Injury on the Job

An employee injured in an accident while on the job will be paid for the hours lost receiving medical care on the day he/she was injured at his/her applicable rate for his/her regular shift provided a doctor instructs the employee not to return to work on that day.

Leave for injury in the line of duty will be granted up to a maximum of ten (10) days per year when an employee is absent from his/her duties because of personal injury received in the discharge of his/her duty. Any personal injury received while on duty will be considered as a qualifying injury under this policy provided the injury is reported to the immediate supervisor within forty-eight (48) hours.

Section J: Tool Allowance

Maintenance, vehicle services, and new construction employees shall receive a tool allowances for their Code on June 30 yearly provided that the employee be employed on or before January 1 of any year and has continuous employment through June 30 of that year as per complete schedule in Appendix "C".

Any employee who is not entitled to an annual tool allowance payment will not be required to use his own tools in the performance of his duties.

Section K: Terminal Pay

The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one year, or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

- I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:
- (a) During the second and third years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave.
 - (b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 - (c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
 - (d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

Exception: Payment for sick leave earned prior to July 1, 1985, and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

Section L: Evaluation

The purpose of evaluation is to assess and/or improve the quality of the employee's performances. An annual evaluation shall be given by the immediate supervisor. The immediate supervisor may receive input for evaluation purposes by employees who have been designated the responsibilities of directing other employees in their work assignments.

Section M: I. Vehicle Service Technician

The step progression below will begin July 1, 2004. All Vehicle Services Technicians hired after this date will follow this step plan. Any technician hired before this date will remain under the current plan (Technician B, Technician A, Technician Certified A).

Technician B: Technicians shall be initially employed as Technician B and shall have been continuously employed as Technician B for a minimum of one (1) year with demonstrated job skills and satisfactory performance evaluations before being recommended for Technician A position.

Technician A: Promoted from Technician B to Technician A

ASE Pay for Technician A:

\$.10 per hour shall be added for each ASE area of certification not to exceed payment of \$.50 per hour.

Paint and Body Technicians shall be allowed \$.25 per hour for each ASE area of certification and \$.50 per hour for ASE certification in both areas of Paint and Body.

The Radio Technician for Transportation shall be allowed \$.50 per hour for FCC License.

Upon promotion from Technician B to Technician A the mechanic becomes eligible for payment for ASE Certifications.

Technician Certified A:

Shall meet the qualifications of Technician A and have a minimum of five (5) ASE Heavy Duty Truck certifications or five (5) ASE Automotive Certifications or a combination of five (5) ASE Certifications in Heavy Duty Truck and Automotive. Shall receive a maximum of \$.50 per hour for ASE Certifications.

Failure to maintain ASE certification in five (5) areas of Heavy Duty Truck or five (5) areas of Automotive ASE or a combination of five (5) ASE Certifications in Heavy Duty Truck and Automotive shall result in Technician Certified A being returned to Technician A.

Other:

Upon successful acquisition of ASE certification or recertification the Polk County School Board shall reimburse the employee the amount of ASE registration fees not to exceed two (2) registrations and five (5) test costs. This applies to all levels of technicians for reimbursement.

Payment for ASE shall begin within thirty (30) days of certification presentation to the Non Instructional Personnel Department and shall continue as long as certification is maintained.

Wrecker Operator: Vehicle service technicians who possess a class "A" CDL drivers license and are wrecker trained and volunteer to operate the wrecker for towing and extracting various assigned vehicles and equipment will receive an additional premium pay of \$50.00 a month. Technicians must be assigned to the shop location where the wrecker is based and be available for other than normal duty hour call outs.

Section M: II.

Vehicle Services Technician I – Entry level.

Vehicle Services Technician II – Eligible after one year as Technician I.

Must obtain and maintain DOE certification as school bus inspector.

Must obtain and maintain A/C certification.

Vehicle Services Technician III – Eligible after two years as Technician II.
Must obtain and maintain two additional areas of ASE certifications.

Vehicle Services Technician IV – Eligible after two years as Technician III.
Must obtain and maintain two more additional ASE certifications.

Vehicle Services Paint & Body Technician I – Entry level.

Vehicle Services Paint & Body Technician II – Eligible after one year as Paint & Body Technician I. Must obtain and maintain DOE certification as school bus inspector. Must obtain and maintain A/C certification.

Vehicle Services Paint & Body Technician III – Eligible after two years as Paint & Body Technician II. Must obtain and maintain two additional areas of ASE certifications, B2, B3.

Vehicle Services Paint & Body Technician IV – Eligible after two years as Paint & Body Technician III. Must obtain and maintain two more additional areas of ASE certifications B4, B5 or 2 related ASE certifications which have been approved by your supervisor.

Vehicle Services Radio Technician I - Entry level.
Must have FCC license.

Vehicle Services Radio Technician II – Eligible after one year as Technician.
Must maintain FCC license.

Vehicle Services Radio Technician III – Eligible after two years as Technician II.
Must maintain FCC license.

Vehicle Services Radio Technician IV – Eligible after two years as Technician III.
Must maintain FCC license.

Section N: Vehicle Services Technician Shop Supervisor

The technician who is assigned the supervisory responsibility at the Bartow Service Facility, the Lakeland Service Facility or the Lake Wales Service Facility will receive a supplemental wage of \$.50 per hour for the time he is in charge in the absence of the regular supervisor. This supplemental wage is straight time only and will be figured to the nearest quarter (1/4) hour for the supervisory responsibilities.

Temporary absences will not necessitate the assignment of a technician to cover for absences of the regular supervisor.

Section O: Uniforms

Employee groups shall be required, after a 30-day written notice, to wear uniforms during the workday. For those who are required to wear uniforms, the School District shall provide the uniforms at no cost to the employee. Employees impacted by the decision (including shop stewards) will provide input as to material, color, style and other factors.

ARTICLE VI - HOLIDAYS

Section A: Recognized Holidays

Employees shall receive fourteen (14) days as recognized holidays as shown in the School Board approved payroll calendar.

Section B: Holiday Falling on Saturday or Sunday

If any of the above holidays fall on Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday.

Section C: Pay for Holiday Worked

An employee who is scheduled and does work on a recognized holiday shall be paid for the number of hours actually worked at one and one half times his/her regular rate of pay in addition to his/her regular monthly salary. Hours worked in excess of his/her normal workday shall be paid at two and one-half times his/her regular rate of pay.

Section D: Holidays During Vacation

A recognized holiday will not be charged as vacation to any employee.

Section E: Birthday

Each employee shall receive eight hours credit for his/her birthday off with pay to be taken during his/her birth month. (Implementation date of January 1, 2008)

ARTICLE VII - VACATIONS

Section A: Earned Vacation

Employees who are employed for 12 calendar months a year shall earn vacation.

During the first year of continuous employment, an employee shall earn 1.083 days vacation per month.

Any employee working continuously for the Employer from one (1) through five (5) years shall earn 13 days vacation.

Any employee working continuously for six (6) through ten (10) continuous years shall earn 16 1/4 days vacation.

Any employee who has completed ten (10) continuous years or more shall earn 19 1/2 days vacation.

No limit on number of days that can be accumulated during the year; however, no more than forty (40) days may be carried over into the following calendar year.

Section B: Choice of Vacation Period

Vacations shall be granted at the time requested by the employee unless the nature of the work make it necessary to limit the number of employees at the same time. Vacation time shall be prearranged so that the normal operation of the schools can be maintained. Prearranged shall mean at least five (5) working days notice for any vacation except in cases of emergency. In the event of any conflict over vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period provided that he/she has made that choice within a thirty (30) day period prior to the requested vacation dates. However, in cases of emergencies special consideration will be given. All employees shall submit tentative vacation and leave dates to their supervisors three (3) months prior to taking vacation or leave.

ARTICLE VIII - SENIORITY

Section A: Definition of Seniority

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. County-wide seniority means the period of continuous service since the last hire date of a regular employee covered by this collective bargaining agreement. The Union will be furnished a seniority list of employees in this bargaining unit upon request.

Section B: Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation or discharge for just cause. However, if the employee is re-hired within ten (10) working days, the break in continuous service shall be removed from his/her record.

Section C: Probationary Employees

All new employees hired to fill a permanent position are considered on probation for a period of ninety (90) calendar days. At the end of that period the employee will be added to the seniority list as of his/her date of hire at the start of his/her probationary period. Probationary employees cannot bid on other positions until their probationary period has been completed. Fringe benefits are accrued from the date of hire with the exception of the insurance benefit. The effective date of health plan insurance for newly hired employees shall be approximately 90 days from the date of hire. For those employees beginning from the 1st through the 15th, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16th or after, insurance will begin on the first day of the month following 90 days of employment.

Section D: Temporary Employees

Temporary employees are persons hired to perform work that is not of a permanent nature. Persons so hired shall have no seniority rights nor accrue fringe benefits. No temporary employee will be hired to work for more than one hundred and twenty (120) consecutive calendar days. Temporary employees shall not be hired to circumvent the appointment or advancement of any employee to a permanent or higher paying position; nor shall a temporary employee be re-hired in the same department as a temporary employee for a period of thirty (30) calendar days.

Section E: Substitute Employees

Substitute employees may be hired to fill vacant positions for no more than thirty (30) consecutive work days, except when they are hired to work for a regular employee who is not able to work because of a disability, a duly authorized leave, vacation, or a suspension. Substitute employees hired to work for a regular employee who is unable to work because of a disability, a duly authorized leave, vacation, or a suspension, shall be notified, in writing, they are working only until the regular employee returns to work. Said substitute employee shall sign the letter as an acknowledgement. Persons so hired shall have no seniority rights nor accrue fringe benefits.

Custodian (Substitute):

A school with five (5) or more units will be able to call in a substitute after one (1) unit is absent for more than two (2) days, and schools under five (5) units will be able to call in a substitute immediately. (A unit is the equivalent of an eight (8) hour shift.)

Section F: Employee Selection, Promotion, Transfer

1. Selection: It is in the best interest of both the Employer and the Union that the most qualified individual be selected for all vacant positions. Employees within the bargaining unit will be given preference in the selection process over individuals who are not in the bargaining unit, provided employees meet the job description qualifications and pass any required tests with a score of 70% or better. When a job description calls for years of experience under a licensed contractor, relevant experience in a School Board Service Center will be considered as equivalent experience. However, management has the right and responsibility to use management's best judgment in the selection process and shall consider such factors as seniority, performance evaluations, supervisors' recommendations, attendance and punctuality.

Whenever a job opening occurs, in any existing job classification included in this agreement or as the result of the development or establishment of new job classifications in the bargaining unit, a notice of the opening and the job description shall be posted and the Union notified. Openings shall be posted on all departmental or area bulletin boards, and advertised on the School Board Web Page, for a period of seven working days.

During the seven day period, employees, including employees on layoff, may apply for the open position. The application shall be in writing on the form provided in the Appendix, and submitted to the employee's immediate supervisor; or, for employees on layoff, submitted to the Director for

Non-Instructional Personnel. Preference will be given to employees in the department or area, provided the employees meet the job description. Where employees have equal skill and ability, the employee with the most seniority will be selected. In the event the opening cannot be filled within the department or area, countywide applicants will be considered with countywide seniority prevailing.

The job will be filled after a period of ten working days following the expiration of the bid provided there is a qualified applicant. If the position is not filled from within the bargaining unit, individuals being considered for the position will be required to take the same tests as was required for bargaining unit employees.

All qualified applicants will be eligible to take a specific trade's test but not more than once every four (4) months. A passing score, defined as 70% or higher, will be valid for one calendar year. Applicants with a passing score may retest in order to improve their scores; however, no test may be taken more than once every four months.

Should any applicant fail a specific trade's test two times consecutively, he or she will not be eligible to retest for the period of one calendar year from the date of the second failed attempt. A Union Steward, which will be determined and appointed by the Union President, will be invited to be present during the testing procedures administered as a part of the selection process. Management will give notice to the Union no less than 24 hours prior to any test being given.

- 2. Promotion: Promotion means the advancement of an employee to a higher paying position. Promoted employees shall be considered probationary for a period of ninety (90) calendar days. (Exception: Custodians who are bidding on additional hours.) If the promoted employee's job performance is found to be unsatisfactory during the probationary period, the employee will be returned to the employees former job or to a comparable paying job for which the employee is qualified.

For purposes of clarification of Article VIII, Section "F", "a higher paying position" is here defined as the rate upon completion of the probationary period; and no employee "promoted" will receive a decrease in pay due to this rate schedule.

All employees whose positions are listed in two (2) or more classifications shall be considered for promotion after completing the required years of service as specified in this contract, if the employee has demonstrated skill, ability, reliability, and initiative. Employees not recommended by their supervisor for upgrades because of not filling the qualifications for promotion will receive a development plan from their supervisor to meet the requirement for the promotion within a time frame of thirty days before to thirty days after the date the classification/step upgrade is due.

A. Warehouse:

Warehouse Worker I	-entry level
Warehouse Worker II	-eligible after two years as WW I
Warehouse Worker III	-eligible after two years as WWII

Warehouse Worker IV	-eligible after two years as WWIII
Receiving/Order Clerk I	-entry level
Receiving/Order Clerk II	-eligible after two years as ROC I
Receiving/Order Clerk III	-eligible after two years as ROC II
Receiving /Order Clerk IV	-eligible after two years as ROC III
Quality Assurance Specialist I	-entry level
Quality Assurance Specialist II	-eligible after two years as QAS I
Quality Assurance Specialist III	-eligible after two years as QAS II

Note: Each change in classification reflects a 2 year progression from the previous level, with the exception of certain progressions during the transition period outlined below.

Transition Notes:

All existing employees in the Warehouse Worker I and II positions will be eligible for increase to their next classification as currently described in the contract.

All existing employees in the Warehouse Worker III position will remain as a WWIII under the monthly salary for WWIII retroactive to July 1, 2003. All existing employees currently in a WWIII position will become eligible for WWIV classification two years from the date of ratification of the 03-04 contract. (10/28/03)

An existing employee in the Receiving Order Clerk I position will be eligible for increase to the Receiving Order Clerk II classification as of date of ratification of this contract. (10/28/03) The employee will then be eligible for Receiving Order Clerk III classification two years from his anniversary date as a Receiving Order Clerk II. The employee will then become eligible for Receiving Order Clerk IV classification two years from his anniversary date as a Receiving Order Clerk III.

All existing employees in the Receiving Order Clerk II position will remain as a Receiving Order Clerk II under the monthly salary for Receiving Order Clerk II retroactive to July 1, 2003. All existing employees currently in a Receiving Order Clerk II position will become eligible for Receiving Order Clerk IV classification two years from the date of ratification of the 03-04 contract. (10/28/03)

The existing Quality Assurance Specialist will remain as a Quality Assurance Specialist under the monthly salary for the Quality Assurance Specialist I retroactive to July 1, 2003. The existing Quality Assurance Specialist will become eligible for increase to the Quality Assurance Specialist III classification two years from the date of ratification of the 03-04 contract.

B. Maintenance Classification:

Technician I	-entry level
Technician II	-eligible after one year as Technician I
Technician III	-eligible after two years as Technician II

Technician IV -eligible after two years as Technician III
Transition notes to be adopted by agreement:

As of the first day of the first month following ratification of the agreement for 1995-96, all employees in maintenance classifications will be reclassified to the appropriate Technician level. Employees who are in the lower category as of the date of ratification will be classified as Technician II, employees in the higher category will be classified as Technician III and will be eligible for compensation at the appropriate step on the pay scale. Technician II employees on the payroll on the date of ratification will be eligible for promotion after completing their first year of service. Technician III employees on the payroll at that time will be eligible for promotion two years after the ratification date. Employees in the Specialist category will be reclassified to pay grade 21 and will not be eligible for any further promotional increases.

Employees in classifications that are to be upgraded will be eligible for an increase in salary appropriate to the reclassified step effective the first day of the month following ratification. Employees in classifications that are not to be increased will be eligible for promotion to one step higher than the highest classification under the previous pay scale. In other words, all present employees will be eligible for consideration for an increase in pay based on promotion to Technician IV.

Employees hired after the ratification date will begin as Technician I and will progress through the classifications as provided in this contract.

3. Transfer: Transfer means a change from one work location to another. Transferring employees will be on probation for a period of thirty (30) calendar days.

Voluntary Transfers: When an opening occurs or lateral transfers within job classifications become necessary, the senior employee will be given preference. All applications for transfer shall be in writing using the bid transfer form in Appendix D of this collective bargaining agreement.

Involuntary Transfers: When it becomes necessary to involuntarily transfer an employee due to the elimination of a position(s), improve working relationships, or opening/closing of a facility, the transfer will be made after consideration of the following criteria:

- a. seniority
- b. qualifications
- c. expertise and ability
- d. job experience
- e. performance evaluations

When an employee is transferred or re-assigned to another position within the same job classification he/she will retain the same salary.

Section G: Lay Off, Bumping, Recall

In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their countywide seniority.

When an employee is laid off due to reduction in work force, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee with less seniority).

Such employee, if he/she so desires, may bump any employee in an equal or lower pay classification provided the bumping employee has greater seniority than the employee he/she bumps, and also provided he/she has the skill, ability, and qualifications required to perform the job.

All laid off employees shall be notified and recalled in inverse order of their lay-off, provided they have the skill, ability, and qualifications required to perform the job. New employees shall not be hired into positions for which there are qualified laid off employees. Seniority shall be terminated if the laid off employee fails to report for work within fifteen (15) days of recall from lay off. Notice of recall for this purpose shall be deemed sufficient if delivered to the employee personally or if the employee is notified by registered mail at his/her last known address on file at the School Board.

The Employer agrees to continue group hospitalization insurance premium payments for two additional months after an employee is on lay off. The employee may continue to pay his part of the premium for the two additional months period, provided the payment is received by the Finance Department on or before the fifth of each month. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

An employee will accrue no fringe benefits while on lay-off status, but upon returning to work, will have restored to him/her any fringe benefits which he/she had accrued prior to being laid off.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section A: Definition of Discipline

Disciplinary action may be imposed upon any employee by the immediate supervisor for failure to fulfill his/her responsibilities as an employee. The following list of types of misbehavior, while not to be interpreted as all inclusive, are agreed as a guide to types of misbehavior and misconduct by employees which will result in appropriate disciplinary action:

Any act of violence on the job, any profane, obscene, or abusive language used while on the job, or reporting for duty while under the influence of alcohol or any mood modifying drugs.

An employee questioned during a disciplinary investigation will be given the opportunity to have a union representative present. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the employee's attention, and if corrected shall not be entered into the employee's personnel file. Each employee shall be furnished with a copy of all performance evaluations or disciplinary actions as they occur, and shall be permitted to respond thereto. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B: Discipline Records

An employee who goes for a period of twenty-four (24) working months without any disciplinary action shall be considered to have a clear record for the purpose of substantiating future disciplinary action or for use in arbitration hearings.

At the written request of an employee, any report in his/her personnel file, excluding assessments or observations, that may be considered or construed by the employee to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after two consecutive years (24 months) with no disciplinary action.

Any record of disciplinary action or derogatory report which has been in the file longer than two years, or any reference in the file to an incident that occurred more than two years ago, may not be used as evidence or testimony against the employee. Cases of disciplinary action which was the result of moral turpitude (gross violation of standards of moral conduct, vileness—an act involving moral turpitude is considered intentionally evil, making the act a crime) or a pattern of allegations of child endangerment that results in disciplinary action by the district are exempted from the two-year moratorium.

Section C: Discharge

The Employer shall not discharge any employee without just cause. If the Employer feels there is cause for discharge of an employee, the Superintendent will suspend the employee without pay and make his recommendation of discharge to the next regular Board meeting, provided that there are five (5) working days between the suspension date and the board meeting; otherwise the recommendation will be made at the second Board meeting following the suspension. The employee will be offered a hearing before the Board and such hearing will be conducted, if the employee requests it, before the final action of discharge. Any Board hearing conducted at the request of the employee will preclude the use of the grievance procedure.

The Union and/or employee shall have the right within five (5) working days after the suspension to take up a grievance concerning the discharge at the fourth step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

Section D: Abandonment of Position

When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive work days, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

Section E: Progressive Discipline

Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. A copy of any notice of disciplinary actions will be provided to the union president and chief steward.

Progressive discipline shall consist of the following and be properly documented with copies provided to the Employee.

1. Verbal Warning – with written documentation to be maintained in the school, department or division.
2. Written Reprimand
3. Suspension or demotion.
4. Discharge

ARTICLE X - GRIEVANCES

Section A: Definition of a GRIEVANCE

1. A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the Employer and Employee, including violation, interpretation, or application of specific articles and sections of this agreement.
2. The immediate supervisor shall be the person who is responsible for making the initial recommendation for hiring the employee. At the schools, the immediate supervisor will be the principal; in maintenance and new construction the service manager; in transportation the foreman; in EERS the manager; and at the warehouses - the warehouse manager.
3. A class grievance shall mean an allegation resulting in a dispute or disagreement between the employer and employee effecting more than one employee, including violation, interpretation, or application of specific articles and sections of this agreement. The Union shall present the grievance at Step IV to the Superintendent.

Section B: Rules for Processing Grievances

1. A Steward may investigate and discuss grievances during working hours in his/her respective area without loss of pay, with permission of his/her immediate supervisor and the grievant's immediate supervisor, and such request shall not be unreasonably denied.
2. The grievance at Step II shall be submitted on the grievance form, a sample copy of which is attached to this Agreement as Appendix "A".
3. A grievance presented at Step II and above shall be dated and signed by the aggrieved employee and Union Steward or Union representative. A decision rendered shall be written to the aggrieved employee, Union Steward or Union representative, and shall be dated by the Employer's representative at that step.
4. When a written grievance is presented, the Employer's representative shall acknowledge receipt of it and the date thereof in writing.
5. A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently settled. Time limits may be extended only by written mutual agreement.

6. When a grievance is filed on a disciplinary action that has been issued by the Superintendent, the grievance will be initially heard at Step IV or upon mutual agreement, at a conference prior to the Step IV hearing. Conference must be requested in writing within five (5) working days of receipt of letter of disciplinary action. If the grievance can not be mediated to both parties acceptance, the grievance will proceed according to the procedures as outlined in Article X, Section C, with a Step IV hearing.
7. The Board and the Union shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Union. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Union.

Section C: GRIEVANCE STEPS:

Step I - EMPLOYEE/SUPERVISOR (PRINCIPAL/ADMINISTRATIVE DESIGNEE - If Custodial): The matter must first be discussed by the employee with his/her immediate supervisor within five (5) working days of the occurrence of the incident upon which the grievance is based or within five (5) working days from the date that the occurrence of said incident is known or should have been known.

1. Informal Discussion: The informal discussion can take place either between the immediate supervisor and employee alone, or at the employee's request, the employee will be accompanied by a Union Steward.
 - (a) In case the Union Steward is present for the discussion then the immediate supervisor may have another supervisor with him when the discussion takes place.
 - (b) Discussions will be informal for the purpose of settling differences in the simplest and most direct manner.
2. Disposition: The immediate supervisor will be allowed twenty-four (24) hours to render his decision before the grievance may be processed further.

Step II - DEPARTMENT HEAD (PRINCIPAL- If Custodial): If the employee wishes to appeal the grievance to Step II of the Grievance Procedure, he shall within ten (10) working days of the informal discussion fill out the official grievance form and present it to the Department Head.

1. Meeting: The Department Head shall within five (5) working days following the receipt of the written grievance, arrange for a meeting between himself and the Union Steward or Union Representative at a time mutually agreeable to both parties.
2. Attendance: The grievant may be present at the meeting.
3. Disposition: The Department Head shall notify the Union and the employee in writing on the official grievance form of his/her decision no later than five (5) working days following the meeting.

Step III - ASSISTANT SUPERINTENDENT: If the employee wishes to appeal the grievance to Step III of the Grievance Procedure, he shall within ten (10) working days of the disposition deadline of Step II present the grievance form to the Assistant/Area Superintendent.

1. Meeting: The Assistant Superintendent shall within five (5) working days following the receipt of the written grievance, arrange for a meeting between

himself and the Union Steward or Union Representative at a time mutually agreeable to both parties.

2. Attendance: The grievant may be present at the meeting.
3. Disposition: The Assistant Superintendent shall notify the Union and the employee in writing on the official grievance form of his/her decision no later than five (5) working days following the meeting.

Step IV - SUPERINTENDENT: If the grievance is not settled at Step III, the grievant or Union Representative, within ten (10) working days after the Assistant Superintendent's response is due, shall forward the written grievance to the Superintendent.

1. Grievance Hearing: Within four (4) working days after the receipt of the written grievance, the Superintendent shall arrange and meet with the Union Representative for a hearing of the grievance.
2. Attendance: The grievant may be present at the hearing.
3. Disposition: After the hearing, the Superintendent shall indicate his/her disposition of the grievance in writing within four (4) working days and send a copy to the grievant and the Union.

Step V - SCHOOL BOARD: In the event that the grievant is not satisfied with the disposition of the grievance by the Superintendent, then within ten (10) working days thereafter, the grievance shall be filed with the School Board.

1. Memorandum: Both parties shall have the right to present a memorandum summarizing their position.
2. Meeting/Attendance: The Board shall within fourteen (14) working days meet with the Union, the grievant, and the Superintendent, concerning the grievance. Both parties shall have a reasonable time to present oral arguments.
3. Disposition: The disposition of the grievance by the Board shall be made in writing to the Union, the grievant and the Superintendent no later than seven (7) working days after such meeting.

STEP VI - ARBITRATION: If the grievance is not settled at Step V, the grievance may be submitted, within ten (10) working days after the Board's response is due, to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be final and binding on both parties.

ARTICLE XI - SAFETY COMMITTEE

There will be joint Safety Committee formed as follows:

Maintenance, Vehicle Services, Warehouse, Electronic Equipment Repair, and five Area Custodial Representatives.

The Committee will be composed of representation from Employer and Union appointees, not to exceed nine employees representing the Union. The committee will meet quarterly if a request is made to the Employee Safety Specialist by either Employer or Union. All committee members will be allowed to attend safety committee meetings

without loss of pay. Recommendations of the Safety Committee will be made in writing to the Department Head or Assistant Superintendent.

Any condition which the Committee agrees is hazardous to the health and safety of the employee shall be recommended to the employer for correction. No employee shall be required to work or operate machinery that is defective to such an extent as to be hazardous to his/her personal safety.

If the Committee cannot agree, a decision shall be made by a representative of the employer within 24 hours. If a dispute still exists, it may be brought to the School Board for a final and binding decision.

ARTICLE XII - MISCELLANEOUS BENEFITS

Present benefits related to leaves of absence, health and safety, and retirement as outlined by Board Policy pertaining to non-instructional employees and Collective Bargaining agreement will remain in effect during the term of this agreement.

Section A: Insurance

The Board agrees to pay the basic health and life insurance (\$10,000) premium for all employees. Dependent health insurance will be available to employees; premiums to be paid by the employee. Dental insurance will be available to employees and their dependents; premiums to be paid by the employee. Vision insurance will be available to employees and their dependents; premiums to be paid by the employee.

Any Insurance Committee established by the Superintendent and/or the Board to study recommendations concerning health, life and dental insurance coverage shall include at least two members appointed by the Union.

Section B: Educational Assistance Program

All full time employees are encouraged to obtain a high school diploma or GED. Employees shall be reimbursed the cost of receiving a GED upon successfully completing the course and receiving the diploma. Reimbursement shall be paid within 30 days after an official written notification has been received by the Director of Employee Relations.

All full time employees shall be reimbursed for all courses, tuitions and materials where a passing grade has been obtained at any college, university, training academy or vocational school as deemed necessary by the School Board with prior approval by the School Board. Reimbursement shall be paid within 30 days after an official written notification has been received by the Director of Employee Relations.

ARTICLE XIII - PAID LEAVES

Sick Leave: Any eligible employee who is unable to perform his/her duty because of an illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his own household shall be entitled to use sick leave. Sick leave issues should be discussed in a conference with the employee. After such conference the Superintendent/designee may require a certificate of illness from a licensed physician or from the county health doctor. At the employee's request,

the employee shall be provided a review of the requirement to furnish a certificate of illness after twelve (12) months.

Sick leave shall be credited as follows:

Four days of sick leave at the end of the first month of employment of each contract year and thereafter, one (1) day of sick leave for each month of employment which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue, provided that at least one-half of this cumulative leave must be established within this district. After completing the probationary period, an employee who has a long term illness or injury and has used up all sick leave and vacation time may be granted Medical Leave if applied for within ten (10) days after his/her sick leave and vacation time is used up. The application for such leave must be accompanied by a statement from a medical doctor justifying the need for the leave. Such employee will be carried on the payroll list without pay for a period not to exceed twelve (12) months. Any employee returning from extended Medical Leave during the twelve (12) months period must have a statement from his/her doctor indicating their fitness to return to their duty. The employee will then be reassigned to his/her original position or a comparable position with all benefits and raises that may have accrued during his/her absence. If an employee is unable to return to his/her duties within a period not to exceed twelve (12) months, then the employee shall be terminated.

Personal Leave Chargeable to Sick Leave: Each eligible employee shall be permitted to be absent six (6) days each fiscal year for personal reasons and the days shall be charged against accrued sick leave. This leave shall be non-cumulative.

Request for this personal leave shall be submitted through established procedures by the employee and approved or granted 24 hours in advance; provided, however, if the need for such leave is of a nature to make advance application impossible, such leave shall be authorized and granted if a prompt report and an adequate cause is made and shown to the proper authority.

National Guard and Reserve Training Leave: Any employee who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit.

Jury Duty Leave and Subpoena Leave: Employees shall be paid full salary for jury duty or if summoned by subpoena to serve as a witness. An employee so called as a juror or witness will return to duty each day as soon as possible if dismissed by proper authority.

ARTICLE XIV - UNPAID LEAVES

Leave granted at the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board shall cancel such leave.

Section A: Medical Leave: An employee may be granted up to twelve (12) months of medical leave for illness to themselves or members of their household. A statement of medical justification from a doctor must accompany the application for leave and doctor's statement may be required for reinstatement from leave. The Superintendent may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.

A parental leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

Employees returning from Medical Leave or Parental Leave shall have the right to return to the same or substantially equivalent position. Employees returning from leave shall give 48 hours written notification to their immediate supervisor if the employee wishes to return.

Section B: Family Medical Leave Act (FMLA): AFSCME employees who have been employed for at least twelve (12) consecutive months may apply for a leave of absence under the Family and Medical Leave Act and the provisions of Polk County's School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Employees granted this leave who are eligible and receive insurance under Article XII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. Use of sick leave is not required to be eligible for this leave. The School Board shall require medical certification from employees returning from medical leave and the employee will be restored to the same position held prior to the start of the leave.

Section C: Delegate Leave: At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office and designated as an officer or steward to attend the annual State and International Conventions as delegates. Delegates will be selected on the basis of membership as follows: 100 or fewer, one delegate; more than 100 but not exceeding 200, two delegates; more than 200 but not exceeding 300, three delegates; more than 300 but not exceeding 400, four delegates; more than 400, one additional delegate for each 1,000 additional members or fraction thereof.

Section D: Military Leave: Military leave will be granted without pay under the provision of Florida Statutes 231.39 to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state. At the termination of service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

Section E: Public Office Leave: Upon annual application, employees may be granted a leave of absence without pay up to six (6) years to serve in public office. Upon return from such leave, the employee shall be offered a position in the district for which the employee is certified and/or qualified.

ARTICLE XV - MISCELLANEOUS AGREEMENT

Section A: Contracting and Subcontracting of Public Work

During the term of this agreement, the Employer shall not contract out or subcontract any public work for the purpose of laying off employee in the bargaining unit.

Section B: Bulletin Board Space

The Board agrees to provide at least a 2' x 3' designated bulletin board space specifically and solely for Union use, and for Union Information at each location where bargaining unit members are assigned. Bulletin boards shall be used for the posting of the following:

1. Meeting Notices
2. Notices of Union social or recreational events
3. Union services
4. Union elections and appointments
5. Status reports from Union committees
6. Union programs
7. News clippings
8. Directories
9. Union newsletters
10. Job Information (Descriptions)
11. Seniority List (Excluding Salary and Social Security No.)

Any other information to be posted must have the signed approval of the local Union President and the Director of Employee Relations. The posting of such notices shall not be arbitrarily denied.

Section C: No Strike--No Lock Out

The Union shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statute 447.002.

During the term of this agreement, the Employer will not lock out any employee.

Section D: Board Policies

All Board policies shall be written and copies shall be furnished to the Union president upon their adoption.

Section E: Handling Hazardous Material

Any employee who has his clothing damaged beyond reasonable use while properly handling hazardous material as instructed or under the direct supervision of a managerial employee shall have such clothing replaced by the School Board at no cost to the employee. Further provided that such clothing be of a nature and quality generally considered work clothing for the type of work being performed.

This provision is not to apply to damage or wear and tear to clothing that is to be expected in normal course of the employee performing his/her duties.

Section F: Employee Physicals

The School Board shall provide for and schedule physicals for Pest Control employees every two (2) years. Additionally, The School Board of Polk County shall provide for and schedule physical examinations if said physical is required by the School Board for continued employment.

Section G: Blood Donation

Whenever an employee is called by a Blood Bank to donate blood during the work day as a result of a medical emergency requiring immediate transfusion, rather than blood replacement, that employee shall have the remainder of the day off without loss of pay.

ARTICLE XVI - SAVING CLAUSE

Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement to the extent that it violates the law.

The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

The parties acknowledge that during the negotiation 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE XVII - TERMINATION-MODIFICATION

This 2007-2010 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2010, unless the same has been terminated or modified pursuant to change in law or negotiations.

The Union agrees to give the Board notice of intent to renegotiate salaries and two (2) articles of their choice sixty (60) calendar days prior to June 30, 2008 and June 30, 2009, and the full contract prior to June 30, 2010. In the event the parties are unable to mutually agree upon proposed modifications, they shall comply with Florida Statute 447.403 as it pertains to resolution of impasse.

IN WITNESS WHEREOF, the parties hereto have set their hands, this 31st day of October, 2007.

THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA

AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
Local 2227, (AFL-CIO)

Amended Date _____

by _____
Chairman of the Board

by _____
Union President

by _____
Superintendent of Schools

by _____
Director of Employee Relations

APPENDIX A
GRIEVANCE FORM

STEP: _____ Date Received: _____
Signature: _____

TO: _____
Department Head

FROM: _____ Job Classification: _____

Date and location of event on which grievance is based.
Date: _____ Location: _____

Grievance as it relates to an alleged violation of Article(s) _____

Facts Pertaining to said Grievance: _____

SUGGESTED CORRECTION: _____

Signature Shop Steward/Union Representative Signature of Grievant Date

ACTION TAKEN: _____

Signature of Department Head Date

APPENDIX B
2007-2010 AFSCME CLASSIFICATIONS (Non-Custodial)

TRADE	CLASSIFICATION			
	I	II	III	IV
A/C Filter Technician	11	12	13	14
A/C Mechanic	17	18	19	20
A/C Specialist				22
Attendant, Service Station	9	10	11	12
Assistant Paint Foreman	17	18	19	20
Boiler Mechanic	17	18	19	20
Cabinet Finisher	15	16	17	18
Cabinetmaker	16	17	18	19
Carpenter	16	17	18	19
Climatic Systems Control Mechanic	17	18	19	20
Computer Support Technician	18	19	20	21
Communications & Fire System Installer	17	18	19	20
Courier	12	13	14	15
Custodial Equipment Repairman	15	16	17	18
Electrician	17	18	19	20
Electronic Technician	17	18	19	20
Equipment & Tool Technician	17	18	19	20
Equipment Operator	16	17	18	19
Fuel Station Specialist	12	13	14	15
Kitchen Equipment Mechanic	17	18	19	20
Lead Custodial Equipment Repairman	17	18	19	20
Locksmith	16	17	18	19
Maintenance Labor	10	11	12	13
Mason	16	17	18	19
Motor Repairman	17	18	19	20
Painter	14	15	16	17
Parts Clerk	12	13	14	15
Pest Control Technician	13	14	15	16
Pest Control Working Foreman	17	18	19	20
Plumber	17	18	19	20
Preventive Maintenance Recording Specialist	13	14	15	16
Project Locksmith	17	18	19	20
Radio Dispatcher	13	14	15	16
Refrigeration Mechanic	17	18	19	20
Roofer	16	17	18	19
Roofer Assistant	12	13	14	15
School Maintenance Mechanic	17	18	19	20
Sheet Metal Mechanic	17	18	19	20
Shop Clerk	12	13	14	15
Technician, Vehicle Services	18	19	20	21
Technician, Vehicle Services Paint & Body	18	19	20	21
Technician, Vehicle Services Radio	18	19	20	21
Technician, Utility Support	9	10	11	12
Telecommunications Technician	17	18	19	20
Tire Technician	12	13	14	15
Tool & Equipment Repairman	16	17	18	19
Utility Mechanic	16	17	18	19
Warranty Specialist	12	13	14	15
Water Treatment Technician	17	18	19	20
Welder	17	18	19	20
<u>A/C Apprentice Program</u>				
Apprentice A - Entry Level				\$1,781.50
Apprentice B - Successful completion of Blocks A & B				1,941.50
Apprentice C - Successful completion of Block C				2,021.50
Apprentice D - Successful completion of Block D				2,207.50

Negotiated step increases will take effect on the date of ratification and the next scheduled step increase will be effective on anniversary date of hire or last upgrade.

APPENDIX B

2008-2009 AFSCME Salary Schedule (Non-Custodial)

For the 2008-2009 school year, all employees will be paid on the 2007-2008 salary schedule with no step movement for the 2008-2009 school year.

CLASSIFICATION		MONTHLY SALARY
9	\$	2,460.42
10	\$	2,505.94
11	\$	2,679.86
12	\$	2,774.16
13	\$	2,840.06
14	\$	2,962.89
15	\$	3,042.38
16	\$	3,129.88
17	\$	3,239.10
18	\$	3,325.40
19	\$	3,398.22
20	\$	3,448.22
21	\$	3,515.21
22 Specialist	\$	3,643.62

Warehousing Salary Schedule

CLASSIFICATION		MONTHLY SALARY
Warehouse Worker I	\$	2,498.04
Warehouse Worker II	\$	2,769.66
Warehouse Worker III	\$	2,935.57
Warehouse Worker IV	\$	3,042.39
Receiving Order Clerk I	\$	3,061.78
Receiving Order Clerk II	\$	3,127.69
Receiving Order Clerk III	\$	3,154.88
Receiving Order Clerk IV	\$	3,234.50
Quality Assurance Specialist I	\$	3,212.90
Quality Assurance Specialist II	\$	3,268.60
Quality Assurance Specialist III	\$	3,348.22

Custodial Wages for 2008-2009

For the 2008-2009 school year, all employees will be paid on the 2007-2008 salary schedule with no step movement for the 2008-2009 school year.

Salary Step Monthly	C1 40 hrs	C2 30 hrs	C3 20 hrs	C4 10 hrs
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Day Custodian

1	1363.13	1022.35	681.57	340.78
2	1456.19	1092.14	728.10	364.05
3	1556.71	1167.53	778.36	389.18
4	1664.67	1248.50	832.34	416.17
5	1781.31	1335.98	890.66	445.33
6	1839.65	1379.74	919.83	459.91

Night Custodian (\$35 Shift Differential)

1	1398.13	1048.60	699.07	349.53
2	1491.19	1118.39	745.60	372.80
3	1591.71	1193.78	795.86	397.93
4	1699.67	1274.75	849.84	424.92
5	1816.31	1362.23	908.16	454.08
6	1874.65	1405.99	937.33	468.66

Third Shift (\$50 Shift Differential)

1	1413.13	1059.85	706.57	353.28
2	1506.19	1129.64	753.10	376.55
3	1606.71	1205.03	803.36	401.68
4	1714.67	1286.00	857.34	428.67
5	1831.31	1373.48	915.66	457.83
6	1889.65	1417.24	944.83	472.41

Leadworker (Day – Add \$40 to C1)

1	1403.13
2	1496.19
3	1596.71
4	1704.67
5	1821.31
6	1879.65

Leadworker (Night – Add \$40 to C1N)

1438.13
1531.19
1631.71
1739.67
1856.31
1914.65

Night Crew Working Foreman

Foreman 1 (Supervises 4 to 6 units)

1	1939.84
2	2075.88
3	2222.05

Foreman 2 (Supervises 6+ to 10 units)

1	2052.12
2	2196.52
3	2351.68

Foreman 3 (Supervises 10+ units)

1	2169.38
2	2322.50
3	2487.04

Countywide Groundskeepers

1	1475.88
2	1569.13
3	1669.45
4	1777.41
5	1894.06
6	1945.80

Groundskeepers Working Foreman

1	2225.75
2	2378.87
3	2543.42

Foreman 1 (Supervises 4 to 6 units)

- 1 – Entry Level
- 2 – After One Year as a 1
- 3 – After Two Years as a 2

Foreman 2 (Supervises 6+ to 10 units)

- 1 – Entry Level
- 2 – After One Year as a 1
- 3 - After Two Years as a 2

Foreman 3 (Supervises 10+ units)

- 1 – Entry Level
- 2 – After One Year as a 1
- 3 – After Two Years as a 2

Custodial Classification:

- Custodian 1 - Entry Level
- Custodian 2 - Eligible after one year as Custodian 1
- Custodian 3 - Eligible after two years as Custodian 2
- Custodian 4 - Eligible after two years as Custodian 3
- Custodian 5 - Eligible after two years as Custodian 4
- Custodian 6 - Eligible after two years as Custodian 5

Leadworker (Day Custodian): Leadworker is defined as a position with one or more positions in the same classification located in the same work unit, assigned to perform at the same level, similar duties and responsibilities as those of a Night Crew Foreman. A leadworker shall be selected from each qualifying school or facility on the basis of ability and seniority. Appropriate shift differential will be added if employee is on any shift other than day shift. Leadworkers will receive \$40.00 per month added to their base salary.

Appendix C
YEARLY HAND TOOL ALLOWANCE

Code "1" Employees -- \$140.00
"2" Employees -- \$ 80.00
"3" Employees -- \$ 70.00

Air Conditioning Filterman, "3", \$70.00
Air Conditioning Mechanic, "2", \$80.00
Apprentice Air Conditioning Mechanic, "2", \$80.00
Apprentice Boiler Mechanic, "2", \$80.00
Apprentice Cabinetmaker, "2", \$80.00
Apprentice Carpenter, "2", \$80.00
Apprentice Electric Motor Repairman, "2", \$80.00
Apprentice Electrician, "2", \$80.00
Apprentice Electronic Technician, "2", \$80.00
Apprentice Furniture Refinisher, "3", \$70.00
Apprentice Kitchen Equipment, "2", \$80.00
Apprentice Locksmith, "2", \$80.00
Apprentice Mason, "3", \$70.00
Apprentice Painter, "3", \$70.00
Apprentice Plumber, "2", \$80.00
Apprentice Refrigeration Mechanic, "2", \$80.00
Apprentice Roofer, "3", \$70.00
Apprentice Sheet Metal Mechanic, "2", \$80.00
Apprentice Water Treatment Technician, "2", \$80.00
Apprentice Welder, "3", \$70.00
Boiler Mechanic, "2", \$80.00
Cabinetmaker, "2", \$80.00
Carpenter, "2", \$80.00
Custodial Equipment Repairman, "2", \$80.00
Electric Motor Repairman "2", \$80.00
Electrician, "2", \$80.00
Electronic Technician, "2", \$80.00
Equipment and Tool Technician, "2", \$80.00
Fire Alarm Installer, "2", \$80.00
Heavy Equipment Operator, "3", \$70.00
Kitchen Equipment Mechanic, "2", \$80.00
Locksmith, "2", \$80.00
Maintenance Laborer, "3", \$70.00
Mason, "3", \$70.00
Painter, "3", \$70.00
Pest Control Working Foreman, "3", \$70.00
Pest Control Operator, "3", \$70.00
Pest Control Technician, "3", \$70.00
Plumber, "2", \$80.00
Refrigeration Mechanic, "2", \$80.00
Roofer, "3", \$70.00
Roofer Assistant "3", \$70.00
Sheet Metal Mechanic, "2", \$80.00
Specialist, "2", \$80.00
Tire Technician, "3", \$70.00
Tool & Equipment, "2", \$80.00
Transportation Mechanic, "1", \$140.00
Utility Man, "2", \$80.00
Water Treatment Technician, "2", \$80.00
Welder, "3", \$70.00 34

