

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

and the

AFSCME

COLLECTIVE BARGAINING

AGREEMENT

Custodial/Maintenance/Vehicle Services

2018 - 2021

Board Approved December 10, 2019

Ratified November 16, 2019

TABLE OF CONTENTS

PREAMBLE.....		5
ARTICLES		
I	The Union	6
	Section A: Union Recognition	6
	Section B: Bargaining Unit.....	6
	Section C: Union Representation.....	6
	Section D: Definition of Employee.....	7
	Section E: Employee Rights	7
	Section F: Excluded Work	7
	Section G: Discrimination.....	7
	Section H: Check Off.....	8
	Section I: Representation at School Board Meetings	8
	Section J: Notification of School Board Meetings	8
	Section K: Distribution of Union Information	8
II	Board's Rights	8
III	Work Time	9
	Section A: Definition of Work Day	9
	Section B: Definition of Work Week.....	9
	Section C: Work Schedules	9
	Section D: Break Periods	10
	Section E: Custodial Shift Change.....	10
IV	Overtime	10
	Section A: Definition of Straight Time Hourly Rate	10
	Section B: Definition of Overtime.....	11
	Section C: Time Worked for Purpose of Computing Overtime	11
	Section D: Notice of Overtime	11
	Section E: Distribution of Overtime	11
	Section F: Pay for Overtime	12
	Section G: Compensatory Policy	12
	Section H: Regular Custodian Working as Substitute	12
	Section I: Meal Periods.....	12
	Section J: Pay during Declared Emergency	13
V	Pay Practices and Job Information.....	13
	Section A: Pay Rates and Job Classifications.....	13
	Section B: Maintenance Department Apprenticeship Program	13
	Section C: Job Information	13
	Section D: Drug-Free Workplace	13
	Section E: Temporary Pay Practices	13
	Section F: Shift Differential.....	14
	Section G: Call-out Pay	14
	Section H: Premium Pay.....	15
	Section I: Injury on the Job.....	16

	Section J: Tool Allowance	16
	Section K: Terminal Pay	16
	Section L: Evaluation.....	17
	Section M: Vehicle Services Technician	17
	Section N: Vehicle Services Technician Shop Supervisor	19
	Section O: Uniforms	19
	Section P: Overpayments and Underpayments.....	20
VI	Holidays	21
	Section A: Recognized Holidays	21
	Section B: Holiday on Saturday or Sunday	21
	Section C: Pay for Holiday Worked	21
	Section D: Holidays During Vacation	21
	Section E: Birthday	21
VII	Vacation Leave	22
	Section A: Earned Vacation.....	22
	Section B: Choice of Vacation Period	22
VIII	Seniority	23
	Section A: Definition of Seniority	23
	Section B: Breaks in Continuous Service	23
	Section C: Probationary Employees	23
	Section D: Temporary Employees	23
	Section E: Substitute Employees	24
	Section F: Employee Selection and Placement, Promotion, Transfer	24
	Section G: Layoff, Bumping, Recall.....	29
IX	Discipline and Discharge	29
	Section A: Definition of Discipline	29
	Section B: Discipline Records	30
	Section C: Discharge.....	30
	Section D: Abandonment of Position	31
	Section E: Progressive Discipline.....	31
X	Grievances.....	31
	Section A: Definition of a Grievance.....	31
	Section B: Rules for Processing Grievances.....	32
	Section C: Grievance Steps.....	33
XI	Safety Committee and Accident Review Committee	34
	Section A: Safety Committee.....	34
	Section B: Accident Review Committee	35
XII	Miscellaneous Benefits	35
	Section A: Insurance	35
	Section B: Educational Assistance Program.....	36
XIII	Paid Leaves	37
	Section A: Sick Leave	37
	Section B: Personal Leave Chargeable to Sick Leave	37
	Section C: Bereavement Leave.....	38
	Section D: National Guard and Reserve Training Leave.....	38
	Section E: Jury Duty and Subpoena Leave.....	38

XIV	Unpaid Leaves	38
	Section A: Medical Leave.....	38
	Section B: Parental Leave.....	39
	Section C: Family and Medical Leave Act	39
	Section D: Delegate Leave.....	40
	Section E: Military Leave	40
	Section F: Public Office Leave	40
XV	Miscellaneous Agreement.....	40
	Section A: Contracting and Sub Contracting of Public Work	40
	Section B: Bulletin Board Space.....	40
	Section C: No Strike – No Lock Out	41
	Section D: Board Policies	41
	Section E: Handling Hazardous Material	41
	Section F: Employee Physicals	41
	Section G: Fitness for Duty Examination	41
	Section H: Blood Donation.....	42
XVI	Saving Clause.....	42
XVII	Termination-Modification.....	43

APPENDICES

A	Grievance Form	44
B	AFSCME Trade Classifications (Non-Custodial)	45
	Non-Custodial/Non-Warehousing Salary Schedule.....	47
	Warehousing Salary Schedule	52
	Custodial Salary Schedule.....	53
C	Yearly Hand Tool Allowance	59

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 Labor and 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 Labor and 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, Business Manager of Council 79, and the Region 3 office of the 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 Labor and 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.

Section K: Distribution of Union Information

The union may distribute membership pamphlets to new hires. The union will provide the pamphlets, and will be notified when more pamphlets are needed.

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.

The Board commits to create and maintain a drug-free workplace. The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and over-the-counter drugs are unacceptable. It is a standard of conduct for employees and a condition of employment with the Board that employees shall not use illegal drugs and shall not abuse alcohol. In order to maintain this standard, the Board shall establish and maintain the programs, rules, and drug/alcohol testing program set forth in the Board's Drug-Free Workplace Program rules. Failure by any employee to report a known violation of the Drug-Free Workplace Policy (4124) constitutes an act of insubordination and willful neglect of duty.

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. Employees regularly assigned to a Saturday schedule will receive a \$100.00 per month supplement for ten (10) months added to their base salary.

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 as determined by the District for the paint crews may be a traditional five eight-hour day schedule (Monday-Friday), or a four ten-hour day schedule (Monday-Thursday or Wednesday-Saturday). In the event, that the four ten-hour day (Wednesday-Saturday) schedule is implemented, it 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. The Director of Maintenance will notify the Human Resource Services Division 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.

Section D: Break Periods

All full-time employees who are scheduled to work forty (40) hours per week are entitled to two (2) fifteen (15) minute breaks per shift. Said breaks cannot be taken consecutively or used to extend a meal period. Employees working a ten (10) hour shift will be entitled to three (3) fifteen (15) minute breaks during their shift. Each employee working a 4-hour shift or 6-hour shift shall be entitled to one (1) fifteen (15) minute break during each shift.

Employees who, at the request of their supervisor, work beyond their regular quitting time shall receive a fifteen (15) minute break before they start to work on the next 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 a shift change. Any shift change as described herein shall not exceed a three (3) 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: Time Worked for Purpose of Computing Overtime

Holidays, vacation, personal leave of absence chargeable to sick leave, 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 Substitute

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 four (4) hour intervals thereafter.

Section J: Pay during Declared Emergency

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, the Superintendent/designee, or the School Board, or any other public official, declares an emergency and directs the School Board to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, employees required to work during the emergency shall be compensated at one and one-half times their regular rate of pay for such work.

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 Apprentice 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 job vacancies (bid openings) will be posted on the District's website (polkschoolsfl.com).

The employer shall post any new or changed job descriptions, job classifications, and wage rates on the District's website (polkschoolsfl.com).

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 (4124) 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.

Whenever an employee (full-time or part-time) is assigned to a permanent work schedule that overlaps a day custodial (first shift) with a night custodial (second shift) schedule, the employee shall be paid the higher shift differential. This provision does not apply to an employee whose schedule overlaps with the night custodial (third shift) schedule.

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 (4) 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 four (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 \$75.00 per month in addition to their regular salary. This revised provision becomes effective January 1, 2010.

Facilities employees who possess an active applicable license, and work in that trade, will receive supplemental pay added to their annual base salary. In-House Construction and Maintenance employees will receive the allowance for having an active license or certificate of competency card on June 30, provided they have been employed, full-time, on or before December 1 of any year and have continuous employment through May 31 of the following year.

Before such payments, all state licenses will be verified through the appropriate State of Florida Licensing portal:

Active - Certified or Registered contractor (Construction Industry) \$200.00

Before such payments, all certificate of competency cards will be verified through the Municipal Board of Examiners, Inc. of Polk County:

Active - Master (Construction Industry)	\$100.00
Active - Journeyman (Construction Industry)	\$ 50.00

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+ Certification	\$500 per year

BICSI (Building Industry Certified)	\$500 per year
MCSA (Microsoft Certified Solutions)	\$1,000 per year

Courses must be preapproved 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 allowance for their Code on June 30 yearly, provided that the employee is 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: Vehicle Services Technician

I. The level progression is effective July 1, 2004. All Vehicle Services Technicians hired after this date will follow this plan. Any technician hired before July 1, 2004 will remain under the former 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 (Automotive Service Excellence) 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 or APCO Certification, as applicable.

Vehicle Services Parts Clerks shall be allowed \$.25 per hour for each ASE certification not to exceed payment of \$.50 additional per hour.

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 and parts clerks for reimbursement.

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

Wrecker Operator: Vehicle Service Technicians who possess a class "A" CDL driver's 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 \$75.00 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. This revised provision becomes effective January 1, 2010.

II. Vehicle Services Technician Classification Levels

Vehicle Services Technician A – Entry level.

Vehicle Services Technician B – Must obtain and maintain DOE certification as

school bus inspector.
Must obtain and maintain A/C certification.

Vehicle Services Technician C – Must obtain and maintain two additional areas of ASE certifications.

Vehicle Services Technician D – Must obtain and maintain two more additional ASE certifications.

Vehicle Services Paint & Body Technician A – Entry level.

Vehicle Services Paint & Body Technician B – Must obtain and maintain one ASE certification, B2, B3, B4, or B5.

Vehicle Services Paint & Body Technician C – Must obtain and maintain one additional area of ASE certification, B2, B3, B4, or B5.

Vehicle Services Paint & Body Technician D – Must obtain and maintain two more additional areas of ASE certifications B2, B3, B4, B5 or two (2) related ASE certifications which have been approved by supervisor.

Vehicle Services Radio Technician A – Entry level. Must have FCC license.

Vehicle Services Radio Technician B – Must maintain FCC license.

Vehicle Services Radio Technician C – Must maintain FCC license.

Vehicle Services Radio Technician D – 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 s/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 work day. 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.

Section P: Overpayments and Underpayments

1. Overpayments

Employees who were overpaid for any reason, other than for leave time and/or time not worked that is determined to be unearned, shall receive written notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division. The employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum overpaid during the current fiscal year and the previous fiscal year. In addition, payroll records will be corrected for all future wage and/or salary payments.

The repayment of overpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed three percent of the gross pay per pay period until the repayment plan is satisfied. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer agreed upon by the Superintendent/designee, and the Association/employee from a mutually established list of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

Should the number of annual pay periods be changed, the repayment schedule will be restructured accordingly.

In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

In the event an employee believes an overpayment or underpayment has occurred, the employee must report the suspected overpayment or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

2. Underpayments

Underpayments shall be calculated for the previous 24 months from the date the error is discovered or the date the employee notifies the District in writing, whichever is earlier. Underpayments shall be calculated and paid to the employee within the next two regularly scheduled payroll cycles. Regardless of the length of time an underpayment has been ongoing, payroll will be corrected for all future salary payments. Once an underpayment has been corrected, it may not be later rescinded as an overpayment.

Employees shall have access to the Staff Portal (<https://staff.mypolkschools.net/>) to view a complete salary detail to include job title, number of regular work hours for the pay period, base salary with the corresponding hourly rate, annual amount of each supplement for which the employee has qualified (as applicable) with the corresponding hourly rate, and total salary with the corresponding hourly rate.

If an employee is eligible for a monthly recurring supplement payment, it will be reflected within the Staff Portal as part of the hourly rate, or listed as a monthly recurring payment. End of year supplements, paid after completion of services relative to the supplement, will only be reflected in the Staff Portal during the pay period in which payment is received.

This information shall be available within 30 days following the first workday of each fiscal year. If an employee disputes the Staff Portal information he/she may discuss the matter with a representative of the Human Resource Services Division Personnel Department.

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 work day 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 – VACATION LEAVE

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 vacation days per month.

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

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

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

There is no limit on the number of days that can be accumulated during the year; however, no more than **sixty (60) days (480 hours)** may be carried over into the following calendar year.

An employee who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour work day) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. A note from a licensed physician is required for use of vacation leave in lieu of sick leave. Refer to *Article XIII – Paid Leaves* for Sick Leave provisions.

Section B: Choice of Vacation Period

Vacations shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees absent 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) work days' notice for any vacation except in cases of emergency.

All employees shall submit tentative vacation leave dates to their supervisors at least five (5) days, prior to taking vacation leave. Supervisors must respond to a leave request in writing on the Employee Application for Leave form within three (3) work days after the leave request has been submitted to the supervisor during the time of the vacation leave.

Once a request for vacation leave has been approved, the leave will not be rescinded in the event another employee with greater seniority applies at a later date. If two (2) employees apply for vacation leave during the same period, and no one has received prior approval, seniority will take precedence.

Effective January 1, 2020, an employee may use no more than twenty (20) consecutive days of vacation leave, calculated at the regularly scheduled daily work hours. Vacation leave requests in excess of twenty (20) consecutive days will not be approved. Employees who use 20 consecutive eight (8)-hour vacation leave days must return to work for a minimum of 45 calendar days before an additional leave request in excess of five (5) days will be considered. Nothing in this guideline should be interpreted in such a way as to interfere with an employee's right to use accrued sick leave, Family and Medical Leave Act (FMLA) leave, or Medical Leave in accordance with law and Board Policy.

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, and all transferring employees 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, including those with a break in service, shall be the first day of the month in which the 90th day of employment occurs.

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 and Placement, 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 test(s) with a minimum score of 70.

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.

Applicants will be scored using the following point system based on Written, Practical and Interview scoring total 200 or 300 possible points, within each department below:

Custodial	Written 100, Practical 100, and Interview 100	= 300 points
EERS	Practical 100, Written 100, and Interview 100	= 300 points
Maintenance	Written 100, Practical 100, and Interview 100	= 300 points
Vehicle Services	Written 100 and Interview 100	= 200 points
Warehousing	Written 100, Practical 100 and Interview 100	= 300 points

In the event all applicants for a vacancy fail the first applicable Written or Practical test, the applicant(s) scoring between 65 and 69 of 100 points on the initial test may be considered for the next level of testing,

For those applicants scoring between 65 and 69 points on the initial test, an applicant's total score for both Written and Practical tests must be at least 140 of 200 points to be considered for the vacant position.

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 advertised on the School Board Website, for a period of five (5) working days for internal applicants (current employees).

Beginning July 1, 2018 all applications shall be submitted through the electronic Applicant Registration System (ARS) (polkschoolsfl.com). During the 90-day transition to the electronic (paperless) transfer process (April 1 - June 30, 2018), the hiring/transfer procedure will include the use of both the paper Bid/Transfer Form in Appendix D for internal applicants (current employees), at the same time as the electronic Applicant Registration System (ARS) process for internal (current employees), and external applicants.

During the five (5)-day period, employees, including employees on layoff, may apply for the open position. For employees on layoff, the application shall also be submitted through the electronic ARS process.

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.

Should there be more than ten (10) qualified applicants during initial 5-day internal posting, only the top ten (10) most senior county-wide employee applicants will be tested.

The job will be filled after a period of ten (10) working days following the expiration of the job vacancy bid provided there is a qualified internal applicant (current employee). If the position is not filled from within the bargaining unit, individuals being considered for the position will be required to take the same test(s) as required for bargaining unit employees. Should the vacancy not be filled following the initial five (5)-day internal advertisement, all applicants will be considered equal.

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 (4) months.

Required testing for vacant positions supervised through the Custodial Services Department will be conducted monthly on the first and third Wednesday. If a school/worksite closing occurs on a scheduled testing date, that test will be held on the next scheduled date.

Should any applicant fail a specific trade's test two (2) times consecutively, within a two-year period, 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.

Placement when moving from one Trade (Appendix B) to another Trade (Appendix B):

When an employee is working in one Trade, applies for a job in another Trade, meets the job description qualifications, passes any required tests with a score of 70% or better, and is selected to fill the job opening in the new Trade, the goal for placement on the new Pay Grade Classification Level will be that the employee's salary not be reduced and instead remain at the same Pay Grade Classification Level. If the new Trade has an initial level that results in an increase in pay, that will become the employee's new placement. However, if the new Trade has a lower Pay Grade Classification Level range that does not allow the new placement to be at the same or better level, as compared to the prior Trade's Pay Grade Classification, then the new placement will be the highest Pay Grade Classification Level available for that Trade.

Example 1: An A/C Filter Technician (Pay Grade Classifications #12-15) is selected to be an Attendant, Service Station (Pay Grade Classifications #10-13). If the A/C Filter Technician is at Pay Grade Classification #13 and is selected to fill an Attendant, Service Station job opening, the employee will remain at Pay Grade Classification #13 and not be placed at the entry Pay Grade Classification #10.

Example 2: An Attendant, Service Station (Pay Grade Classifications #10-13) is selected to be a Roofer Assistant (Pay Grade Classifications #13-16). If the Attendant, Service Station is at Pay Grade Classification #13, the employee will remain at Pay Grade Classification #13.

Example 3: An Attendant, Service Station (Pay Grade Classifications #10-13) is selected to be an A/C Mechanic (Pay Grade Classifications #18-21). If the Attendant, Service Station is at Pay Grade Classification #13, the employee's new placement will be Pay Grade Classification #18.

Example 4: An A/C Mechanic (Pay Grade Classifications #18-21) is selected to be an Attendant, Service Station (Pay Grade Classifications #10-13). If the A/C Mechanic is at Pay Grade Classification #18, the employee's new placement will be Pay Grade Classification #13.

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 employee's former job if available, 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. In the event the promoted position's salary level is lower than the previous position's salary level, the employee will continue to be paid the previous position's salary rate until he/she meets the requirements to advance to the next classification level.

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 (30) days before to thirty (30) days after the date the classification level upgrade is due.

A. Warehouse:

- | | |
|--------------------------------|------------------------------------|
| Warehouse Worker A | - entry level |
| Warehouse Worker B | - eligible after one year as WW A |
| Warehouse Worker C | - eligible after one year as WW B |
| Warehouse Worker D | - eligible after one year as WW C |
| | |
| Receiving/Order Clerk A | - entry level |
| Receiving/Order Clerk B | - eligible after one year as ROC A |
| Receiving/Order Clerk C | - eligible after one year as ROC B |
| Receiving/Order Clerk D | - eligible after one year as ROC C |
| | |
| Quality Assurance Specialist A | - entry level |
| Quality Assurance Specialist B | - eligible after one year as QAS A |
| Quality Assurance Specialist C | - eligible after one year as QAS B |

Note: Each change in classification level reflects a one (1) year progression from the previous level.

B. Maintenance Classification Levels:

- | | |
|--------------|---------------|
| Technician A | - entry level |
|--------------|---------------|

- Technician B - eligible after one year as Technician A
- Technician C - eligible after one year as Technician B

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. The probationary period is used to evaluate the employee and not for the purpose of transferring back to the former position. If the transferring employee's job performance is found to be unsatisfactory during the probationary period, the employee will be returned to the employee's former job if available, or to a comparable paying job for which the employee is qualified.

- A. **Voluntary Transfers:** When an opening occurs or lateral transfers within job classifications become necessary, the senior employee will be given preference. Beginning July 1, 2017 all applications for transfer shall be submitted through the electronic Applicant Registration System (ARS) polkschoolsfl.com.

During the ninety (90)-day transition to the electronic (paperless) transfer process (April 1 – June 30, 2018), the hiring/transfer procedure will include the use of both the paper Bid/Transfer Form in Appendix D for internal applicants (current employees), at the same time as the online Applicant Registration System (ARS) process for internal and external applicants.

Transfers may be approved after consideration of the following criteria:

- a. seniority
- b. performance evaluations
- c. discipline
- d. qualifications
- e. job experience

- B. **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. performance evaluations
- c. discipline
- d. qualifications
- e. job experience

In unusual and special circumstances the Superintendent may recommend to the Board that an employee be transferred from one position to another specific position for good and sufficient reasons.

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: Layoff, 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 layoff, 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 layoff. 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 one additional month after an employee is on layoff. The employee may continue to pay his/her part of the premium subject to the provisions of the COBRA Law, provided the payment is received by the Risk Management/Insurance Department on or before the fifth (5th) day 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 layoff 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 ten (10) 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 (3) 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 (Electronic Equipment Repair and Support) 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 cannot 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 ten (10) working days of the occurrence of the incident upon which the grievance is based or within ten (10) 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

Section A: Safety Committee

There will be a Safety Committee for each of the following departments:

Custodial/Grounds Services, Electronic Equipment Repair and Support, Maintenance, Vehicle Services, and Warehouse.

The Safety Committee for each department will be comprised of eight (8) members, with four (4) members appointed by the Union and four (4) members appointed by the Employer. The committees will meet at least quarterly unless a request is made to meet sooner by the department's designated employee safety committee designee or by the Employer. All committee members will be allowed to attend the Safety Committee meetings without loss of pay. Recommendations of each Safety Committee will be made in writing to the Department Head or Division Head.

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 departmental safety 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 Superintendent of his/her designee for a final and binding decision.

Section B: Accident Review Committee for District Vehicles

Membership of the Review Committee will be comprised of eight (8) members with four (4) members appointed by the Union and four (4) members appointed by the District. All committee members will be given a minimum of two weeks' notice prior to a scheduled Review Committee meeting. All meetings will proceed at the scheduled date and time, as long as a majority of committee members are present.

Each employee shall be provided at in-service or upon completion of training, guidelines and procedures of the Accident Review Committee. When required, employees will be allowed to meet with the Accident Review Committee without loss of pay, whether or not they are responsible for the accident.

- 1. Transportation:** When required to attend a meeting of the Accident Review Committee, employees not charged by law enforcement prior to the Accident Review Committee meeting shall be permitted the use of their assigned District vehicle to attend the review meeting. Employees who have been charged by law enforcement shall furnish their own transportation to the review meeting.
- 2. Representation:** When required to attend a meeting of the Accident Review Committee, the employee shall have the right to bring legal counsel or a Union representative to the Review Committee Meeting.

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 parties shall begin negotiations on health insurance in January no later than five (5) work days following the return from Winter Break.

The Board agrees to provide one health insurance plan for all benefits eligible employees without cost to the employee. Pursuant to Florida law, changes to the health insurance plan that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived.

Benefits eligible employees are employees who work a minimum of 30 hours per week. Employees hired prior to October 1, 2013 with continuous employment are grandfathered for the purposes of benefit eligibility even if working less than 30 hours per week. An employee hired after September 30, 2013 must work a minimum of 30 hours per week to be benefits eligible.

The Board agrees to provide group term life in the amount of \$20,000 and accidental death and dismemberment insurance in the amount of \$10,000. The Board agrees to pay the premiums for this group term life insurance for all benefits eligible employees.

The Board agrees to provide employee health clinic(s) for all employees. All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic(s) as of their date of hire.

The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90th day of employment occurs.

Once the benefits eligibility waiting period has been met, each employee covered under this Collective Bargaining Agreement shall be enrolled in the Polk County School Board (PCSB) Health Plan with the applicable monthly employee contribution based on the coverage tier elected (e.g., Employee, Employee+Spouse, Employee+one child, Employee+two children, Employee+three or more children). Failure to waive the PCSB Health Plan will result in automatic enrollment in the “Employee Only” coverage tier at the current “Employee Only” monthly contribution level.

The PCSB Health Plan is considered Section 125 of the IRS code which allows employees to use pre-tax dollars to pay the premiums. Benefit elections, including automatic enrollment must remain in effect until the next Annual Open Enrollment Period unless a qualifying event is experienced. Examples of qualifying events are marriage, divorce, birth, death, adoption, gain or loss of coverage, etc.

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 Labor and 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 Labor and Employee Relations.

ARTICLE XIII - PAID LEAVES

Section A: 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 (including in-laws), or member of his/her 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.

Upon return from leave the employee will provide the Employee Application for Leave Form for verification of absence to his/her supervisor within five (5) work days in accordance with Section 1012.61, Florida Statutes. Falsification of leave documents is subject to disciplinary action, up to and including termination of employment.

Section B: 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.

Section C: Bereavement Leave

An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member (which is defined as father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household). Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother in-law, father in-law, brother in-law or sister in-law.

Bereavement Leave is not transferrable or accruable, and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document with attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

Section D: National Guard and Reserve Training Leave

Members of a national military reserve unit or the National Guard ordered to active or inactive training duty during the regular school year shall be compensated up to 240 hours in any one (1) annual period to participate in required training exercises, without loss of accumulated leave. Supporting documentation may be required upon application for military training leave.

Section E: 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. Falsification of leave documents is subject to disciplinary action, up to and including termination of employment.

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. 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 **licensed physician** 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) month period must have a statement from his/her **physician** indicating their fitness to return to 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.

The Superintendent may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems. **Employees returning from Medical Leave shall have the right to return to the same or substantially equivalent position. Employees returning from Medical Leave shall give 48 hours written notification to their immediate supervisor if the employee wishes to return.**

Section B: Parental Leave

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 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 C: Family and Medical Leave Act (FMLA)

Employees who have been employed for at least twelve (12) months (may be non-consecutive), and who have worked for at least 1,250 hours over the twelve (12) months prior to the leave request, may apply for a leave of absence for eligible reasons for up to twelve (12) work weeks under the Family and Medical Leave Act and within the provisions of Board Policy.

- a) **Caregivers for related military personnel may be eligible for up to 26 work weeks of Military Caregiver Leave under the FMLA.**
- b) **Employees granted this leave who receive employee health insurance under Article XII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave.**
- c) **The employee will have the option to use accrued paid leave (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA Leave.**
- d) **The School Board shall require medical certification from employees requesting and returning from FMLA Leave, and employees will be restored to the same position held prior to the start of the leave.**

Section D: 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 E: Military Leave

Military leave will be granted without pay under the provisions of **federal law and Section 115.14, Florida Statutes**, 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 F: 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 employees 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 Labor and 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 Section 447.505, Florida Statutes.

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

Section D: Board Policies

All Board Policies shall be **available on the Board's website**.

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.

Section G: Fitness for Duty Examination

The Superintendent or designee may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to work performance or employment status. The selection of the physician and/or psychiatrist shall be made by the employee involved from a current list of no fewer than three (3) practicing physicians and/or psychiatrists who are not employees of the Employee Health Clinic(s), named by the District and the District shall pay all costs incurred in the examination. Physical examination forms shall be available from the Human Resource Services Division.

Section H: 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.

CUSTODIAL/MAINTENANCE/VEHICLE SERVICES

ARTICLE XVII - TERMINATION-MODIFICATION

This 2018-2021 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2021, 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, 2019 and June 30, 2020, and the full contract prior to June 30, 2021. In the event the parties are unable to mutually agree upon proposed modifications, they shall comply with §447.403, Florida Statutes, as it pertains to resolution of impasse.


IN WITNESS WHEREOF, the parties hereto have set their hands, this 18th day of September, 2018.

THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA

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

Amended **September 18, 2018**

by 
School Board Chair

by 
Union President

by 
Superintendent

by 
Union Executive Vice President

by 
Chief Negotiator

by 
Union Secretary

by 
Union Treasurer

**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
AFSCME TRADE CLASSIFICATIONS
(Non-Custodial/Non-Warehouse)

MAINTENANCE TRADE	CLASSIFICATION LEVEL				
	A	B	C	D	E
A/C Filter Technician	12	13	14	15	16
A/C Mechanic	18	19	20	21	22
A/C Specialist	-	-	22	-	-
Attendant, Service Station	10	11	12	13	14
Assistant Paint Foreman	-	-	19	20	21
Boiler Mechanic	18	19	20	21	22
Cabinet Finisher	16	17	18	19	20
Cabinetmaker	17	18	19	20	21
Carpenter	17	18	19	20	21
Climatic Systems Control Mechanic	18	19	20	21	22
Computer Support Technician	19	20	21	22	23
Communications & Fire System Installer	18	19	20	21	22
Courier	13	14	15	16	17
Custodial Equipment Repairman	16	17	18	19	20
Electrician	18	19	20	21	22
Electronic Technician	18	19	20	21	22
Equipment & Tool Technician	18	19	20	21	22
Equipment Operator	17	18	19	20	21
Fuel Station Specialist	14	15	16	17	18
Kitchen Equipment Mechanic	18	19	20	21	22
Lead Custodial Equipment Repairman	18	19	20	21	22
Locksmith	17	18	19	20	21
Maintenance Laborer	11	12	13	14	15
Mason	17	18	19	20	21
Motor Repairman	18	19	20	21	22
Painter	15	16	17	18	19
Parts Clerk	13	14	15	16	17
Pest Control Technician	14	15	16	17	18
Pest Control Working Foreman	18	19	20	21	22
Plumber	18	19	20	21	22
Preventive Maintenance Recording Specialist	14	15	16	17	18
Project Locksmith	18	19	20	21	22
Radio Dispatcher	14	15	16	17	18
Refrigeration Mechanic	18	19	20	21	22
Roofer	17	18	19	20	21
Roofer Assistant	13	14	15	16	17
School Maintenance Mechanic	18	19	20	21	22
Sheet Metal Mechanic	18	19	20	21	22
Shop Clerk	14	15	16	17	18
Technician, Vehicle Services	19	20	21	22	23
Technician, Vehicle Services Paint and Body	19	20	21	22	23

**APPENDIX B (cont.)
AFSCME TRADE CLASSIFICATIONS**

TRADE	CLASSIFICATION LEVEL				
	A	B	C	D	E
Technician, Vehicle Services Radio	19	20	21	22	23
Technician, Utility Support	10	11	12	13	14
Telecommunications Technician	18	19	20	21	22
Tire Technician	13	14	15	16	17
Tool & Equipment Repairman	17	18	19	20	21
Utility Mechanic	17	18	19	20	21
Warranty Specialist	13	14	15	16	17
Water Treatment Technician	18	19	20	21	22
Welder	18	19	20	21	22

A/C Apprentice Program

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

**APPENDIX B (cont.)
NON-CUSTODIAL SALARY SCHEDULES**

2019-2020 Non-Custodial/Non-Warehousing Salary Schedule

For the 2019-2020 school year employees will continue to be paid the same salary as 2018-2019 with no salary level advancement. The intent of the language is to freeze salaries.

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
Attendant, Service Station	10	11	12	13	14
Technician, Utility Support	10	11	12	13	14
Monthly Salary	\$ 2,592	\$ 2,771	\$ 2,868	\$ 2,987	\$ 3,002
Annual Salary	\$ 31,102	\$ 33,251	\$ 34,418	\$ 35,845	\$ 36,021

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
Maintenance Laborer	11	12	13	14	15
Monthly Salary	\$ 2,771	\$ 2,868	\$ 2,936	\$ 3,114	\$ 3,129
Annual Salary	\$ 33,251	\$ 34,418	\$ 35,234	\$ 37,362	\$ 37,546
A/C Filter Technician	12	13	14	15	16
Monthly Salary	\$ 2,868	\$ 2,936	\$ 3,063	\$ 3,196	\$ 3,211
Annual Salary	\$ 34,418	\$ 35,234	\$ 36,752	\$ 38,346	\$ 38,535

APPENDIX B (cont.)
2019-2020 NON-CUSTODIAL SALARY SCHEDULES

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
Courier	13	14	15	16	17
Parts Clerk	13	14	15	16	17
Roofer Assistant	13	14	15	16	17
Tire Technician	13	14	15	16	17
Warranty Specialist	13	14	15	16	17
Monthly Salary	\$ 2,936	\$ 3,063	\$ 3,145	\$ 3,286	\$ 3,302
Annual Salary	\$ 35,234	\$ 36,752	\$ 37,734	\$ 39,427	\$ 39,621
Fuel Station Specialist	14	15	16	17	18
Pest Control Technician	14	15	16	17	18
Preventive Maintenance Recording Specialist	14	15	16	17	18
Radio Dispatcher	14	15	16	17	18
Shop Clerk	14	15	16	17	18
Monthly Salary	\$ 3,063	\$ 3,145	\$ 3,235	\$ 3,398	\$ 3,415
Annual Salary	\$ 36,752	\$ 37,734	\$ 38,817	\$ 40,778	\$ 40,979
Painter	15	16	17	18	19
Monthly Salary	\$ 3,145	\$ 3,235	\$ 3,347	\$ 3,487	\$ 3,504
Annual Salary	\$ 37,734	\$ 38,817	\$ 40,167	\$ 41,844	\$ 42,051

**APPENDIX B (cont.)
2019-2020 NON-CUSTODIAL SALARY SCHEDULES**

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
Cabinet Finisher	16	17	18	19	20
Custodial Equipment Repairman	16	17	18	19	20
Monthly Salary	\$ 3,235	\$ 3,347	\$ 3,436	\$ 3,562	\$ 3,580
Annual Salary	\$ 38,817	\$ 40,167	\$ 41,232	\$ 42,745	\$ 42,955

Cabinetmaker	17	18	19	20	21
Carpenter	17	18	19	20	21
Equipment Operator	17	18	19	20	21
Locksmith	17	18	19	20	21
Mason	17	18	19	20	21
Roofer	17	18	19	20	21
Tool & Equipment Repairman	17	18	19	20	21
Utility Mechanic	17	18	19	20	21
Monthly Salary	\$ 3,347	\$ 3,436	\$ 3,511	\$ 3,614	\$ 3,631
Annual Salary	\$ 40,167	\$ 41,232	\$ 42,134	\$ 43,363	\$ 43,576

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
A/C Mechanic	18	19	20	21	22
Boiler Mechanic	18	19	20	21	22
Climatic Systems Control Mechanic	18	19	20	21	22
Communications & Fire System Installer	18	19	20	21	22
Electrician	18	19	20	21	22
Electronic Technician	18	19	20	21	22
Equipment & Tool Technician	18	19	20	21	22
Kitchen Equipment Mechanic	18	19	20	21	22
Lead Custodial Equipment Repairman	18	19	20	21	22
Motor Repairman	18	19	20	21	22
Pest Control Working Foreman	18	19	20	21	22
Plumber	18	19	20	21	22
Project Locksmith	18	19	20	21	22
Refrigeration Mechanic	18	19	20	21	22
School Maintenance Mechanic	18	19	20	21	22
Sheet Metal Mechanic	18	19	20	21	22
Telecommunications Technician	18	19	20	21	22
Water Treatment Technician	18	19	20	21	22
Welder	18	19	20	21	22
Monthly Salary	\$ 3,436	\$ 3,511	\$ 3,563	\$ 3,683	\$ 3,701
Annual Salary	\$ 41,232	\$ 42,134	\$ 42,752	\$ 44,191	\$ 44,409

**APPENDIX B (cont.)
2019-2020 NON-CUSTODIAL SALARY SCHEDULES**

MAINTENANCE TRADE	CLASSIFICATION LEVEL AND SALARY				
	A	B	C	D	E
Computer Support Technician	19	20	21	22	23
Technician, Vehicle Services	19	20	21	22	23
Technician, Vehicle Services Paint & Body	19	20	21	22	23
Technician, Vehicle Services Radio	19	20	21	22	23
Monthly Salary	\$ 3,511	\$ 3,563	\$ 3,632	\$ 3,815	\$ 3,834
Annual Salary	\$ 42,134	\$ 42,752	\$ 43,580	\$ 45,779	\$ 46,004
Assistant Paint Foreman					
	19	20	21		
Monthly Salary	\$ 3,511	\$ 3,614	\$ 3,631		
Annual Salary	\$ 42,134	\$ 43,363	\$ 43,576		
A/C Specialist					
	22	23			
Monthly Salary	\$ 3,815	\$ 3,834			
Annual Salary	\$ 45,779	\$ 46,004			

APPENDIX B (cont.)
2019-2020 Warehouse Salary Schedule

For the 2019-2020 school year employees will continue to be paid the same salary as 2018-2019 with no salary level advancement. The intent of the language is to freeze salaries.

CLASSIFICATION LEVEL	MONTHLY SALARY	ANNUAL SALARY
Warehouse Worker A	\$ 2,864	\$ 34,362
Warehouse Worker B	\$ 3,034	\$ 36,413
Warehouse Worker C	\$ 3,145	\$ 37,734
Warehouse Worker D	\$ 3,247	\$ 38,963
Warehouse Worker E	\$ 3,263	\$ 39,155
Receiving Order Clerk A	\$ 3,280	\$ 39,360
Receiving Order Clerk B	\$ 3,310	\$ 39,720
Receiving Order Clerk C	\$ 3,342	\$ 40,109
Receiving Order Clerk D	\$ 3,445	\$ 41,338
Receiving Order Clerk E	\$ 3,462	\$ 41,542
Quality Assurance Specialist A	\$ 3,480	\$ 41,760
Quality Assurance Specialist B	\$ 3,510	\$ 42,120
Quality Assurance Specialist C	\$ 3,562	\$ 42,744
Quality Assurance Specialist D	\$ 3,580	\$ 42,954

Assistant Attendant, Service Station \$15.98 per hour

**APPENDIX B (cont.)
2019-2020 CUSTODIAL SALARY SCHEDULES**

For the 2019-2020 school year employees will continue to be paid the same salary as 2018-2019 with no salary level advancement. The intent of the language is to freeze salaries.

Day Custodian

Salary Level 40 Hours/Wk	Monthly C1 40 Hours	Annual C1 40 Hours
1	\$ 1,614	\$ 19,367
2	\$ 1,725	\$ 20,701
3	\$ 1,845	\$ 22,143
4	\$ 1,905	\$ 22,865
5	\$ 1,948	\$ 23,380
6	\$ 2,017	\$ 24,198
7	\$ 2,087	\$ 25,045
8	\$ 2,097	\$ 25,169
Salary Level 30 Hours/Wk	Monthly C2 30 Hours	Annual C2 30 Hours
1	\$ 1,210	\$ 14,525
2	\$ 1,294	\$ 15,526
3	\$ 1,384	\$ 16,607
4	\$ 1,429	\$ 17,149
5	\$ 1,461	\$ 17,535
6	\$ 1,512	\$ 18,149
7	\$ 1,565	\$ 18,784
8	\$ 1,573	\$ 18,877

**APPENDIX B (cont.)
2019-2020 CUSTODIAL SALARY SCHEDULES**

Day Custodian (cont.)

Salary Level 20 Hours/Wk	Monthly C3 20 Hours	Annual C3 20 Hours
1	\$ 807	\$ 9,684
2	\$ 863	\$ 10,351
3	\$ 923	\$ 11,072
4	\$ 953	\$ 11,433
5	\$ 974	\$ 11,690
6	\$ 1,008	\$ 12,099
7	\$ 1,044	\$ 12,523
8	\$ 1,049	\$ 12,585
Salary Level 10 Hours/Wk	Monthly C4 10 Hours	Annual C4 10 Hours
1	\$ 404	\$ 4,842
2	\$ 431	\$ 5,175
3	\$ 461	\$ 5,536
4	\$ 476	\$ 5,716
5	\$ 487	\$ 5,845
6	\$ 504	\$ 6,050
7	\$ 522	\$ 6,261
8	\$ 524	\$ 6,292

Night Custodian (Shift Differential)

Salary Level 40 Hours/Wk	Monthly C1N 40 Hours	Annual C1N 40 Hours
1	\$ 1,650	\$ 19,800
2	\$ 1,761	\$ 21,134
3	\$ 1,881	\$ 22,577
4	\$ 1,941	\$ 23,297
5	\$ 1,984	\$ 23,813
6	\$ 2,054	\$ 24,646
7	\$ 2,126	\$ 25,508
8	\$ 2,136	\$ 25,634

**APPENDIX B (cont.)
2019-2020 CUSTODIAL SALARY SCHEDULES**

Night Custodian (Shift Differential) (cont.)

Salary Level 30 Hours/Wk	Monthly C2N 30 Hours	Annual C2N 30 Hours
1	\$ 1,238	\$ 14,850
2	\$ 1,321	\$ 15,851
3	\$ 1,411	\$ 16,933
4	\$ 1,456	\$ 17,473
5	\$ 1,488	\$ 17,860
6	\$ 1,540	\$ 18,485
7	\$ 1,594	\$ 19,131
8	\$ 1,602	\$ 19,226
Salary Level 20 Hours/Wk	Monthly C3N 20 Hours	Annual C3N 20 Hours
1	\$ 825	\$ 9,900
2	\$ 881	\$ 10,567
3	\$ 941	\$ 11,289
4	\$ 971	\$ 11,649
5	\$ 992	\$ 11,907
6	\$ 1,027	\$ 12,323
7	\$ 1,063	\$ 12,754
8	\$ 1,068	\$ 12,817
Salary Level 10 Hours/Wk	Monthly C4N 10 Hours	Annual C4N 10 Hours
1	\$ 413	\$ 4,950
2	\$ 440	\$ 5,284
3	\$ 470	\$ 5,644
4	\$ 485	\$ 5,824
5	\$ 496	\$ 5,953
6	\$ 514	\$ 6,162
7	\$ 531	\$ 6,377
8	\$ 534	\$ 6,409

**APPENDIX B (cont.)
2019-2020 CUSTODIAL SALARY SCHEDULES**

Leadworker Day (Add \$40/month to C1)

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 1,654	\$ 19,847
2	\$ 1,765	\$ 21,181
3	\$ 1,885	\$ 22,623
4	\$ 1,945	\$ 23,345
5	\$ 1,988	\$ 23,860
6	\$ 2,057	\$ 24,678
7	\$ 2,127	\$ 25,525
8	\$ 2,137	\$ 25,649

Leadworker Night (Add \$40/month to C1N)

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 1,690	\$ 20,280
2	\$ 1,801	\$ 21,614
3	\$ 1,921	\$ 23,057
4	\$ 1,981	\$ 23,777
5	\$ 2,024	\$ 24,293
6	\$ 2,094	\$ 25,126
7	\$ 2,166	\$ 25,988
8	\$ 2,176	\$ 26,114

Night Crew Working Foreman**

**Count includes Foreman (Example – With a 5-man crew – 1 is Foreman)

Night Crew Foreman 1 (Supervises 4 to 6 units)

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 2,299	\$ 27,593
2	\$ 2,342	\$ 28,107
3	\$ 2,424	\$ 29,092
4	\$ 2,509	\$ 30,109
5	\$ 2,521	\$ 30,257

**APPENDIX B (cont.)
2019-2020 CUSTODIAL SALARY SCHEDULES**

Night Crew Foreman 2 (Supervises 6+ to 10 units)

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 2,433	\$ 29,194
2	\$ 2,476	\$ 29,710
3	\$ 2,562	\$ 30,749
4	\$ 2,652	\$ 31,825
5	\$ 2,665	\$ 31,982

Night Crew Foreman 3 (Supervises 10+ units)

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 2,572	\$ 30,868
2	\$ 2,615	\$ 31,384
3	\$ 2,707	\$ 32,482
4	\$ 2,802	\$ 33,619
5	\$ 2,815	\$ 33,784

Countywide Groundskeeper

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 1,730	\$ 20,761
2	\$ 1,841	\$ 22,096
3	\$ 1,962	\$ 23,538
4	\$ 2,015	\$ 24,177
5	\$ 2,058	\$ 24,693
6	\$ 2,130	\$ 25,557
7	\$ 2,204	\$ 26,451
8	\$ 2,215	\$ 26,581

**APPENDIX B (cont.)
2018-2019 CUSTODIAL SALARY SCHEDULES**

Groundskeeper Working Foreman

Salary Level 40 Hours/Wk	Monthly 40 Hours	Annual 40 Hours
1	\$ 2,630	\$ 31,565
2	\$ 2,673	\$ 32,080
3	\$ 2,767	\$ 33,203
4	\$ 2,864	\$ 34,365
5	\$ 2,878	\$ 34,534

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.

If a custodial Foreman is notified after July 1 of a reduction in the number of units supervised, there will be no salary reduction for the remainder of the contract year (July 1 - June 30). At the beginning of the next contract year the salary will be adjusted to reflect the correct pay level.

APPENDIX C
YEARLY HAND TOOL ALLOWANCE
Refer to Article V, Section J

<p>CODE “1” Employees \$270 Vehicle Service Technician</p> <p>CODE “2” Employees \$109 Air Conditioning Mechanic Apprentice Air Conditioning Mechanic Apprentice Boiler Mechanic Apprentice Cabinetmaker Apprentice Carpenter Apprentice Electric Motor Repairman Apprentice Electrician Apprentice Electronic Technician Apprentice Kitchen Equipment Apprentice Locksmith Apprentice Plumber Apprentice Refrigeration Mechanic Apprentice Sheet Metal Mechanic Apprentice Water Treatment Technician Boiler Mechanic Cabinetmaker Carpenter Custodial Equipment Repairman Electric Motor Repairman Electrician Electronic Technician Equipment and Tool Technician Fire Alarm Installer Kitchen Equipment Mechanic Locksmith Plumber Refrigeration Mechanic Sheet Metal Mechanic Specialist Tool & Equipment Repairman Utility Mechanic Water Treatment Technician</p>	<p>CODE “3” Employees \$95 Air Conditioning Filter Technician Apprentice Furniture Refinisher Apprentice Mason Apprentice Painter Apprentice Roofer Apprentice Welder Heavy Equipment Operator Maintenance Laborer Mason Painter Pest Control Operator Pest Control Technician Pest Control Working Foreman Roofer Roofer Assistant Tire Technician Welder</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AFSCME DUES PAYROLL DEDUCTION AUTHORIZATION

**If you would like to join your Local Union, please complete the information below and mail to:
AFSCME Local 2227 AFL
P.O. Box 198, Bartow, FL 33831-0198**

EMPLOYEE				
NAME _____			SAP EMPLOYEE ID # _____	
(Please Print) FIRST MIDDLE LAST				
ADDRESS _____				
STREET		CITY		STATE ZIP CODE
WORK LOCATION _____			Total Deduction Amount \$ _____	
<p>I authorize my employer, The School Board of Polk County, Florida, to deduct the amount indicated and remit same as instructed by AFSCME Local 2227. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization will remain in effect until I give my employer written notice to cancel.</p> <p>Dues Deduction Authorization Cards and Forms: Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service. This authorization will remain in effect until I give my employer written notice to cancel.</p> <p>Date _____ Home Phone _____</p> <p>Employee Signature _____</p>				

AFSCME DUES PAYROLL DEDUCTION AUTHORIZATION

**If you would like to join your Local Union, please complete the information below and mail to:
AFSCME Local 2227 AFL
P.O. Box 198, Bartow, FL 33831-0198**

EMPLOYEE				
NAME _____			SAP EMPLOYEE ID # _____	
(Please Print) FIRST MIDDLE LAST				
ADDRESS _____				
STREET		CITY		STATE ZIP CODE
WORK LOCATION _____			Total Deduction Amount \$ _____	
<p>I authorize my employer, The School Board of Polk County, Florida, to deduct the amount indicated and remit same as instructed by AFSCME Local 2227. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization will remain in effect until I give my employer written notice to cancel.</p> <p>Dues Deduction Authorization Cards and Forms: Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service. This authorization will remain in effect until I give my employer written notice to cancel.</p> <p>Date _____ Home Phone _____</p> <p>Employee Signature _____</p>				