

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and the
POLK EDUCATION ASSOCIATION, INC.**

EDUCATIONAL

SUPPORT

PERSONNEL

COLLECTIVE

BARGAINING

AGREEMENT

2010 – 2012

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PREAMBLE

THIS CONTRACT, made and entered into by and between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, hereinafter referred to as the "BOARD" and POLK EDUCATION ASSOCIATION, INC. (an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers), as representative of the Educational Support Personnel employed by the School Board of Polk County, Florida, and included in the bargaining unit certified by the Public Employees Relations Commission (PERC), hereinafter referred to as the "ASSOCIATION."

WITNESSETH:

WHEREAS, the Association recognized that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, including disciplinary action, subject to the provision of this agreement in dealing with Educational Support Personnel, and

WHEREAS, the Board and the Association have agreed to negotiate in good faith with respect to the determination of all terms and conditions of employment, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

WHEREAS, the parties, following extended deliberate negotiations, have reached certain understanding which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

The School Board of Polk County, Florida (hereinafter referred to as the Board) recognizes the Polk Education Association, Inc. (hereinafter referred to as the Association), affiliate of FEA, NEA, and AFT as the exclusive bargaining agent for all employees employed by the Board as defined in the appropriate "Certification of Representatives" promulgated by the Florida Public Employees Relations Commission and that pursuant to the provisions of Section 3.447.002, said employee organization is the exclusive collective bargaining representative of all such employees for the purposes of conference and negotiations with the above named employer or its lawfully authorized representatives on questions of wages, hours, and conditions of employment.

ARTICLE II. PROCEDURES FOR NEGOTIATIONS

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2.1 Annual Negotiations: Negotiations will be conducted each year under the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix G) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

2.2 Beginning Date: Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

2.3 Power and Authority of Representatives: The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.4 Mediation/Special Master Costs: Any cost occurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

2.5 Regular Meetings During Term of Contract: The Board and the Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from. These meetings are not intended to bypass the grievance procedure. Further each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss.

2.6 Amending this Contract: Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

ARTICLE III. BOARD'S RIGHTS

3.1 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.

3.2 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 Association from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE IV. EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

4.1 Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

4.2 Employees shall not be subject to discriminatory treatment.

4.3 Employees shall not be subject to retaliation as a result of exercising any rights under this agreement.

4.4 The employee shall observe all rules to maintain student discipline and shall have the right to take whatever action he/she feels necessary to maintain student discipline within the bounds of the Board policies, state statutes and local school policies. The employee shall not be responsible for prolonged supervision of students, except in cases of emergency. The Board shall give support and/or assistance to an employee action in line of duty with respect to maintenance of control of discipline.

4.5 An employee may use such force as necessary in protection from attack or to prevent injury to students and/or school personnel.

4.6 The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.

4.7 The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.

4.8 The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

4.9 Association staff representatives will make prior arrangements with the principal/director or designee, when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of the staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the school or worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures, programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.

4.10 The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief reports and announcements.

4.11 With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after student contact day. Assigned duties take priority over such meetings.

4.12 Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

4.13 The Board, through the Director of Employee Relations shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statutes as public information.

4.14 The Board agrees to furnish to the Association upon requests, agendas, minutes, and all supporting documents of Board meetings.

4.15 The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or employment.

4.16 Upon appropriate written authorization from the employee, and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

4.17 The superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15 name, school, subject area or grade level, certification, ethnic group, salary step or public record wage information, and home address.

4.18 The superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the district.

4.19 The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

4.20 The Board agrees to grant leave to the president of the Association during his/her term of office.

4.21 The Board agrees to provide the Association a box at the district office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members.

4.22 The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification.

ARTICLE V. DEFINITIONS

5.1 Negotiations: Negotiations shall mean that the parties meet at reasonable and mutually agreed upon times and places and in good faith discuss issues involving wages, hours, and working conditions in a sincere effort to reach agreement. Either party to this agreement may select for itself such negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provision of Chapter 447, Florida Statutes.

5.2 Educational Support Personnel: Shall include all employees as listed in Appendix A, Classifications.

5.3 Polk Education Association (PEA): Polk Education Association is the employee organization that has been designated as the exclusive bargaining agent for the educational support personnel, recognized by the School Board of Polk County, Florida.

5.4 Board: This term refers to the School Board of Polk County, Florida.

5.5 Seniority: The term seniority means any employee's length of continuous service with the Board since his/her last date of hire.

5.6 Employee(s): Shall refer to educational support personnel covered in this Collective Bargaining Agreement.

5.7 Work Day: A "work day" is a period of regularly scheduled consecutive hours of work, exclusive of a meal period.

5.8 Work Week: A "work week" is made up of five workdays, Monday through Friday, during the student school year. Employee's work week may change during the time normally called "Student Summer Vacation" to four workdays.

5.9 Work Schedules: 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, 48 hours notification will be given in writing (dated), except in cases of emergency. Such decision for schedule change will be subject to the grievance procedure.

5.10 Break Periods: All employees are entitled to two (2) fifteen minute breaks in each 7 1/2 - or 8-hour shift, but said breaks cannot be taken consecutively or added to extend the meal period.

5.11 Meal Periods: All employees who work more than four (4) hours daily shall be granted a meal period of not less than 30 minutes nor more than one (1) hour of each work day. Time of meal period to be approved by the principal/immediate supervisor.

5.12 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.

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

5.14 Holiday, Vacation, Sick Leave: Time worked for purpose of computing overtime, holidays, vacation, and/or sick leave shall be considered as time worked during an employee's regular scheduled work week for the purpose of computing overtime.

5.15 Compensatory Time: Compensatory time is time earned in lieu of overtime pay at the rate of one and one-half times per hour worked.

5.16 Division: A unit of operation (i.e., Business and Finance Division, Technological Services Division, Facilities and Operations Division).

5.17 Department: Specialized section of a division (i.e., Property **Accounting**, Finance, Payroll, School Lunch, Internal Accounts, Purchasing).

5.18 Emergency: An emergency is a sudden or unexpected occurrence or a combination of occurrences demanding prompt or immediate action.

5.19 Immediate Supervisor: The administrator, normally the principal, is responsible for administrative tasks such as evaluation, discipline, defining duties, schedules, and answering job related questions including approving leave. An immediate supervisor may not be a member of any bargaining unit.

ARTICLE VI. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Probationary Period: New employees hired are considered on probation for ninety (90) calendar days. At the end of that period the employees will be considered as regular employees and will be credited with seniority from the date of hire. Fringe benefits will accrue from the date of hire.

6.1-1 New probationary employees may bid on open positions during their probation period. Such employee(s) who accept a new position shall begin a ninety calendar day probationary period in the new position.

6.2 Evaluation: The purpose of evaluation is to assess and/or improve the quality of the employee's performance. An annual evaluation shall be given by the immediate supervisor (principal or designee, assistant superintendent, director, supervisor) in a confidential manner.

6.2-1 The President of the Polk Education Association (PEA) may name two ESP/Secretaries to the Non-Instructional Assessment Committee. The committee will meet bi-annually to review the Non-Instructional Assessment tools and make recommendations.

6.2-2 Instructions to obtain electronic access to the Non-Instructional Assessment Handbook will be provided to all non-instructional employees within the first fifteen (15) contract days of each year.

6.3 Procedure To Help Correct Deficiencies: The procedure as outlined below will be used to help the non-probationary employee correct deficiencies. The principal or immediate supervisor will:

6.3-1 Notify the employee and the Association in writing of the areas of deficiencies which could lead to dismissal.

6.3-2 Provide specific written recommendations for improvement using the Job Improvement Plan in the Non-Instructional Evaluation Handbook and allow a period of at least thirty (30) workdays for improvement. During this thirty (30) workday period the principal/immediate supervisor shall conduct a monitoring conference with the employee to discuss the recommendations for improvement and suggested corrections.

6.3-3 Evaluate and assess the employee in the performance of her/his duties upon completion of the thirty (30) workday period to determine if satisfactory improvement has occurred.

6.3-4 If satisfactory improvement has occurred, it shall be noted on the Job Improvement Plan and the procedure will cease.

6.3-5 If satisfactory improvement has not occurred during the time allotted the employee will be subject to dismissal.

6.3-6 Any conference or hearing with an employee regarding termination shall be conducted in a manner so as not to violate the employee's rights according to Florida School Laws, the rules and regulations of the State Board of Education and the provisions of this agreement.

6.4 Job Descriptions: School Board approved job descriptions shall be made available to all employees and provided to each employee at the time of hire. Each employee shall receive annually a written description of duties by the employees' immediate supervisor.

6.5 Personnel File: Each employee shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school, area, or district office. The employee and/or the Association, upon written authorization from the employee, may review and reproduce the contents, at his/her expense, of any of same. The review shall be made in the presence of the administrator, or his/her designee, responsible for the safekeeping of such file. The employee

may challenge, through the established grievance procedure, the maintenance of any document therein.

6.6 Discipline: When statements are made against an employee by a student, parents, or persons outside the school system, no written copies or related materials will be placed in the employee's individual file, nor any disciplinary action taken against an employee until the matter is discussed with the employee. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and the complaint and all such materials shall be open thereafter to inspection pursuant to s.119.07(1). Before disciplinary action is taken, the employee shall be made aware of the person who is making the accusation and that employee, at the discretion of the principal/immediate supervisor shall be given opportunity to confront this accuser. The employee may respond in writing to such complaints and have the same placed in his/her personnel file.

Progressive discipline shall be followed except in cases requiring immediate action. Progressive discipline shall mean verbal warning; written letter following a conference; suspension without pay for up to five (5) days; termination. "Letters of Concern" are not a form of discipline.

6.6-1 An employee may file a written response to a reprimand or suspension without pay and such response shall be placed in the employee's personnel file.

6.6-2 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference to an incident that occurred more than three years ago may not be used as evidence or testimony against an employee, except in cases where current allegations involve criminal charges or activities.

6.7 Unsafe Working Conditions: The Superintendent shall be responsible for determining unsafe and hazardous conditions under which employees shall not be required to work.

6.8 Length of Working Year: See Payroll Calendar for the days worked in each month.

- 12 month employees shall work 52 weeks
- 11 month employees shall work 216 days
- 10 1/2 month employees shall work 206 days
- 10 month employees shall work 196 days

The beginning and ending dates of employment shall be published in the payroll calendar.

6.9 Temporary Employees and Substitute Employees:

6.9-1 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. Temporary employee will be hired to work for no more than 90 calendar days. Temporary employees shall not be hired to circumvent the appointment or advancement of any employee to a permanent or higher paying position. Temporary employees shall be assigned no more than the number of hours of the employee they are replacing.

6.9-2 Substitute employees may be hired to fill vacant positions for no more than thirty (30) consecutive workdays. Persons so hired shall have no seniority rights nor accrue fringe benefits.

6.9-3 Educational Support Personnel covered by this bargaining agreement who assume the total responsibilities of a job title of a higher pay grade for a period of at least ten (10) consecutive work days due to the extended absence of that employee shall be paid at the daily rate they would earn if they were in that position. Extended absence for this purpose is defined as approved sick leave or medical leave of absence.

6.10 According to Florida Statute 1012.98 points may only be awarded upon evidence of follow-up activity completion.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 Purposes:

- A. To set forth an orderly method for processing grievances to a resolution.
- B. To secure, at the lowest level possible, solutions to complaints or grievances.

7.2 Definitions:

A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.

B. A grievant may be an employee, a group of employees or the Association.

C. Class action grievances affect more than one employee and shall be initiated by the Association at Step II.

D. The employer is The School Board of Polk County, Florida, or those in the role of management for The School Board of Polk County, Florida.

E. Days mean working days excluding Saturday, Sunday, and holidays.

F. Immediate supervisor is the individual in the role of management for the Board. Each employee shall have only one immediate supervisor at a particular school or department.

G. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

7.3 Procedures:

A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If the grievant fails to submit to the next step within the time limits as provided, the grievance will be deemed to have been resolved. If the immediate

supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.

B. When grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused with pay for the purpose of appearing. All meetings shall be by mutual agreement.

C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present. If however, either party's representative is incapacitated beyond ten days, that party shall seek an alternative representative.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants and this information shall not be transmitted outside the District, except in court cases or subpoenas.

E. In the case of a grievance in which the Association is involved, the Association and Administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and dispositions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and dispositions beyond the informal procedure. The Association shall have the right to be present at all grievance meetings.

F. During this grievance procedure, if there are administrators present in addition to the principal/immediate supervisor and a member of his/her managerial staff, the employee shall be entitled to have additional representatives of the Association, including staff.

G. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal/immediate supervisor. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the Area Superintendent a completed copy of the grievance form (Appendix E).

7.4 Resolution Procedure:

A. Informal Procedure: If a member of the bargaining unit believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

B. At the informal procedure, the grievant may be accompanied by an Association representative. The immediate supervisor or principal may have a member of his managerial staff, or if none exists, an assistant principal from another school at the meeting in the event that the Association representative is present. In this informal action, the grievant shall advise his/her supervisor of the particular section of the agreement alleged to have been violated. No record shall be maintained. The immediate supervisor will respond verbally to the grievance within two (2) days after the informal meeting.

Step I: If as a result of the informal discussion with the immediate supervisor, a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the appropriate assistant superintendent a completed copy of the grievance form (Appendix F). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the assistant superintendent shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The assistant superintendent shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting, and send copies thereof to the grievant and the Association.

Step II: If the grievant is not satisfied with the disposition of the grievance at Step I, such grievant may appeal, by filing a form, as contained in the Appendices to this contract, with the Superintendent, within ten (10) days after the receipt of the decision at Step I. The Superintendent/designee shall arrange and meet with the grievant and/or Association within six (6) days after the receipt of the grievance in an effort to resolve the problem. At least one day prior to the meeting each party shall give to the other a list of prospective participants. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

Step III: In the event the Association is not satisfied with the disposition of the grievance made by the Superintendent, or if no disposition has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the Chairman of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of listening to any oral arguments presented by the Grievant and/or Association and the Superintendent. The Grievant/Association and the Superintendent shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the Association, the grievant, the immediate supervisor, and the Superintendent.

Step IV: In the event the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the Superintendent within five (5) days after the Association has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

7.5 MISCELLANEOUS PROVISIONS:

1. The arbitrator shall not have power to alter, add to, or subtract from the terms of this agreement.

2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association.

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 Association.

4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.

5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.

6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.

7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.

8. When a grievance is sustained the grievant(s) shall be reimbursed in accordance with the award of the arbitrator.

9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at any time, their own grievance(s) in person or by legal counsel to the employer and having such grievances adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.

10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.

11. Each party shall bear the full cost of its representation at all steps of the grievance procedure.

ARTICLE VIII – EMPLOYMENT STATUS

8.1 Vacancies:

Whenever a vacancy occurs, the job as well as the job description, shall be posted within five (5) working days. When a hiring freeze goes into effect and when it is lifted, the Association will be notified in writing.

1. Vacancies shall be posted on the bulletin board within the department, division or school where the vacancy occurs for three (3) days and may be filled by employees represented by this contract.

2. Vacancies shall then be posted countywide for five (5) workdays, but restricted to current District employees.
3. On the sixth workday following the countywide posting, positions are then able to be filled outside district employees.

First consideration will be given to employees within the department/division or school. If the employer determines that employees have equal skills and abilities to meet the job qualifications, the employee with the most seniority will be given the position. If requested, an employee shall be given an explanation why he or she did not receive the position. Temporary positions that become permanent and full-time, positions must be advertised.

8.2 Promotions:

The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position within the bargaining unit.

Promoted employees shall be considered probationary in the job opening for which they successfully bid for a period of ninety (90) calendar days. If the promoted employee's job performance is found to be unsatisfactory during this probationary period, he/she will be returned to his/her former job or to a comparable paying job as soon as possible, or on lay-off until another comparable job becomes available.

8.3 Upgrades:

The following criteria shall be used to recommend upgrades of employees who are assigned to the District Office and are covered under the Educational Support Personnel Collective Bargaining Agreement.

1. The Director/Supervisor shall request a position upgrade by submitting the request in writing to his/her Assistant Superintendent along with the current job description and a list of duties; the job description for the proposed upgrade as listed in Appendix A and list of duties; and justification for the upgrade.

The Assistant Superintendent's disposition shall be forwarded to the Director of Employee Relations and copied to the Association.

2. The Director of Employee Relations will schedule a meeting of the Educational Support Personnel Salary Upgrade Committee within twenty (20) workdays of the request. The Committee will include the following:
 - a) Director of Employee Relations
 - b) Assistant Superintendent/Designee for the Division making the request.
 - c) Director/Supervisor/Designee making the request.
 - d) PEA Representative
 - e) Two members of the Educational Support Personnel Bargaining Team.
 - f) Employee Relations Assistant/Designee to record action taken.

Within fifteen (15) workdays of the meeting of the upgrade committee, the Director of Employee Relations must submit the committee's recommendation and if he chooses, the

Director of Employee Relations may also submit his own recommendation, to the Superintendent. The Superintendent selects which recommendation is to be placed on the next available School Board agenda. Recommendations made to the Board must also be copied to the Association.

If a recommendation is rejected, the initiating supervisor may resubmit the request one additional time with the next twelve (12) months. The complete review process outlined here should again apply.

8.4 Abandonment of Position:

When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive workdays, 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.

8.5 Educational Incentive:

Employees may improve their job skills by taking related coursework at a college, university, or vocational center. Employees taking courses under this provision would use acquired training in their current position with the Polk County School Board. Employees shall be reimbursed for the cost of tuition, books and required materials according to the following guidelines.

- a) Are full-time employees covered by this collective bargaining agreement.
- b) Obtain written approval by the Director of Employee Relations prior to the start of classes.
- c) Receive a grade of "C" or better in coursework or satisfactory completion for non-graded coursework.
- d) Provide receipts for reimbursement.
- e) Provide proof of successful completion.
- f) Coursework that is repeated (ex. to raise the grade or GPA) will not be reimbursed a second time.
- g) Upon completion of a program or cessation of coursework, the employee agrees to remain an employee with the Polk County School Board. (1-24 credit hours = one-half contract year), (25-48 credit hours = one contract year, (49-72 credit hours = one and one-half contract years), (73-96 credit hours = two contract years), (97-120 credit hours = two and one-half contract years), (121-144 credit hours = three contract years).
- h) The employee shall not receive time reimbursement credit during any semester the employee is receiving the tuition/book subsidy established in this article.
- i) The employee shall sign a promissory note agreeing to the above stated time reimbursement. Time reimbursement shall not exceed a maximum of three (3) years.
- j) If the employee's position terminates, he/she owes no further obligation to the District.

ARTICLE IX – TRANSFERS, LAYOFF, AND RECALL

TRANSFERS

9.1-1 Request for Transfer: Unless the employee and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first contract day until after the 20th contract day. A transfer will not be considered unless the employee is qualified for such vacancy. All transfers shall be initiated by the receiving

principal/supervisor, with copies to the releasing principal or immediate supervisor and the Human Resource Services Division. The principal, when making his/her decision, shall consider the following: seniority, educational qualifications, expertise and ability, prior job experience, performance evaluations, and recommendations of previous supervisors. The transfer of the employee will be subject to Board approval.

9.1-2 Transfer During School Term: Employees may request to be transferred when there are vacancies for which the employee is qualified. Should an employee be offered and accept a position during the school term, then the releasing principal must release the employee from their school within twenty contract days after being contacted by the receiving principal.

9.1-3 Requests for Transfer Between School Terms: Requests for transfer from one worksite to another shall be made on a form (Appendix E) located in the ESP collective bargaining agreement or provided by the worksite. The transfer request will be given to the building principal/supervisor who will forward it to Human Resource Services. The Human Resource Services **Division** shall prepare and keep a list of all employees seeking transfers. This list shall be available to the Association and to all principals/supervisors for their review and consideration. A transfer will not be considered unless the employee is qualified for the vacancy. The transfer list will be arranged in order of seniority in the District. The list will be shared between Area Offices/Divisions to facilitate transfer from one area to another.

9.2 Lateral Transfer: A change or move from one job classification to another within the same pay grade; such a transfer within the department/division or school will be given first consideration when a job opening occurs.

9.3 Voluntary Transfer: Voluntary transfer within a pay grade will not receive a pay adjustment. Voluntary transfers to another pay grade will assume the pay of the position on the date of transfer.

9.4 INVOLUNTARY TRANSFERS: The Board and the Association recognize that it may be necessary to involuntarily transfer Educational Support Personnel. Such involuntary transfers shall only be made due to the following: (1) loss of units or staffing requirements at particular locations, (2) providing for a racially balanced worksite staff, (3) dividing a worksite faculty to form a new worksite, (4) phasing out a program, (5) changing a program, (6) closing a worksite, (7) providing for a comparability of worksites for Federal program, (8) complying with a court order, (9) lack of required certification for position. Relocation shall be made after asking for volunteers and consideration of the following criteria: seniority, educational qualifications, expertise and ability, prior job experience, and performance evaluations. All employees so affected will be notified not less than four (4) working days prior to such relocation. The employee shall have the right to appeal an involuntary transfer first to the Director of Employee Relations, then to the Superintendent of Schools or his/her designee.

9.4-1 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. Any employee being transferred under this section may receive written reasons for the transfer, if so requested by the employee. Such transfers shall not become effective until approved by the Board. The term "unusual and special circumstances" shall mean, with respect to the involuntary transfer, that it is not practicable for the District to adhere to the requirements of Article 9.4. The District's determination of non-practicability shall be subject to the grievance procedure set forth in the Collective Bargaining Agreement, School Board approval of the transfer notwithstanding.

9.4-2 Involuntary transfer if to a higher pay grade, appropriate salary increase effective on date of transfer. If to a lower pay grade retain salary the remainder of the current school year, receive appropriate reduction at the beginning of the next school year. Employees shall receive credit for appropriate experience and in the case of paraeducators, college hours.

9.5 Displacements: Employees displaced for one of the reasons (1-9) listed in 9.4 will be placed on a "displaced list". Employees on the displaced list will be placed before new hires are appointed provided there are qualified employees on the displaced list for the vacant position. Effort will be made to identify and place involuntarily transferred employees within a radius no more than the current distance they drive to work or 25 miles, whichever is greater. Refusal by the employee to accept a position shall release the Board from further obligation to that employee. It will be necessary for displaced employees to provide an address and telephone number where they can be contacted during summer break to the Director of Employee Relations. Each displaced employee will receive a letter from their principal/supervisor that outlines the displacement procedure.

LAYOFFS:

9.6 In the event it becomes necessary to lay off employees, volunteers for lay-off will first be sought from among the affected positions. When a lay-off is necessary, the number of positions being eliminated will be determined by the District Office. The worksites will eliminate the necessary positions; those employees will be placed on the lay-off list. The District Office will cut the same number of positions from the employees with the least seniority in the District with the exception of positions that require licensure or certification. The employees on the lay-off list will be offered the vacant positions according to the RECALL language.

9.7 A meeting shall be held with the Association prior to any lay-off. The Board agrees to provide the Association with a list of names of the employees in the affected position and titles.

9.8 The employees in the affected position titles shall be notified in writing as soon as possible after the decision is made. In no event shall the Board give less than ten (10) working days notice to affected employees.

9.9 As soon as an employee is notified of his/her pending lay-off, he/she shall notify his/her supervisor and the Director of Employee Relations (Human Resource Services Division) if he/she is interested in being assigned to any other position within this bargaining unit for which he/she is qualified.

9.10 All laid off employees shall be notified and recalled in inverse order of their lay-off, provided they have the skill, ability, and qualifications required to perform the job.

9.11. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

9.12 New employees shall not be hired into positions for which there are qualified employees on lay-off.

RECALL:

9.13. Any employee who has been laid off because of a reduction in personnel shall be recalled in inverse order to the first position in the District equivalent to that from which he/she was laid off. An employee shall be considered for positions other than those equivalent to that from which he/she was laid off provided he/she has the skills, abilities and qualifications necessary for the other position.

9.14 Any employee on layoff will be maintained on the recall list for twelve months following the layoff notice. The Association shall be provided a copy of the list which indicates employee name, position title, and date of hire.

9.15 When employees on lay-off are recalled, the employee with the greatest seniority in that position title shall be recalled first. If the laid off employee is temporarily unavailable to return to work due to medical or FMLA reasons, they may request an extension of their recall rights, not to exceed two (2) months.

9.16 Within five (5) days receipt of a registered letter of recall, the employee shall notify the personnel office in writing whether he/she will accept reemployment. The Association shall be provided a copy of the recall letters.

9.17 If the employee does not accept the position, he/she will go to the bottom of the list. When the employee comes to the top of the list for a second time and does not accept the position offered, the Board shall be released from further recall obligation.

9.18 If every employee on the list has declined an opening, the district will place the least senior employee on the recall list in the vacant position provided they have the qualifications, certification, and/or prior job experience required to perform the job. This shall be treated as an involuntary transfer.

9.19 When an employee is offered a position at a work site which is twenty-five (25) miles or more from his/her residence, he/she shall have the right to turn down any/all offered positions and maintain their position at the top of the recall list.

9.20 MAINTAINED SENIORITY: Employees on authorized leave or layoff shall maintain their original date of hire. An employee that fails to report for work within three (3) days of the recall from lay-off shall be considered terminated. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

9.21 Laid-off employees may pay, on a monthly basis, the premiums for group life and hospitalization for a period of up to one (1) year provided the employee continues to pay his part of the premium subject to the provisions of the COBRA law and payment is received by the Risk Management Department of the Business Services Division before the first of the month. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

ARTICLE X. PAID LEAVES OF ABSENCE

10.1 Sick Leave: Any member of the employee staff employed on a full time basis and who is unable to perform his/her duty because of an illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of

his/her own household, shall be entitled to use sick leave. Employees shall be credited with four days of sick leave at the end of the first month of employment of each contract year and thereafter shall be credited at the end of each month with one day of sick leave for each month of employment which shall not be used prior to the time it is earned and credited to the member; provided that the member shall be entitled to earn no more than one (1) day sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year and there shall be no limit to the number of days of sick leave a member may accrue; provided that at least one-half of this cumulative leave must be established within this district. The Superintendent may require a certificate of illness from a licensed physician.

10.2 Personal Leave: Employees shall be permitted to be absent six (6) days each school year for personal reasons and the days shall be charged against accrued sick leave when used. This leave shall be non-cumulative. Employees planning to use a personal leave day or days shall notify his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. Personal leave chargeable to sick leave cannot be used the first five (5) days and the last five (5) days of school that students are in attendance (excluding district office personnel) except in cases of emergency. The employees shall not be required to give reasons for personal leave, except when claiming an emergency.

10.3 Civic Duty Leave: Any employee who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The employee must return to duty if he/she is dismissed from further duty by 12:00 noon. Any compensation received by the employee shall be retained by the employee.

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

10.5 Illness In Line Of Duty: Illness in line of duty is granted up to a maximum of ten (10) days per year when any employee is absent from his/her duty because of personal injury received in the discharge of his/her duty, or because of illness from any contagious infectious disease contracted in school work. 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 twenty-four (24) hours or the next working day. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. Additional emergency sick leave may be granted out of local funds for such terms under such conditions as the Board shall deem proper.

10.6 Association Leave Days: The School Board will provide twenty (20) days to be used as Association Leave Days.

10.7 Military Leave: Military leave will be granted under the provisions of Florida Statutes 1012.66 to employees who are required to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for re-employment 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.

10.8 Administrative Leave: The superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interest of the students, staff, or community.

10.8-1 If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

10.8-2 The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

ARTICLE XI. UNPAID LEAVES OF ABSENCE

11.1 Medical Leave: Employees will be entitled up to one (1) year of medical leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave and a licensed physician's statement may be required for re-instatement from leave. (Any portion of sick leave may be used for child bearing.)

11.2 Family Medical Leave Act (FMLA): Educational Support Personnel who have been employed for at least 1,250 hours over the previous twelve (12) months may apply for a leave of absence under the Family and Medical Leave Act and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Educational Support Personnel granted this leave who are eligible and receive insurance under Article XII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. The employee will have the option to use available paid leave days (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. The School Board shall require medical certification from employees returning from medical leave and the employee will be restored to the same position held prior to the start of the leave.

11.3 Parental Leave: 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.

11.4 Public Office Leave: An employee upon application may be granted a leave of absence without pay for up to six (6) years to serve in a public office. Upon return from such leave the employee shall be offered a position in the district for which he/she is qualified.

11.5 Return from Leave: Employees returning from Medical Leave or Parental Leave within one year shall have the right to return to the same, or if that position has been eliminated, substantially equivalent position provided that they have been recommended or would have been recommended by their principal/immediate supervisor for reemployment. The employee shall notify the principal/immediate supervisor at least sixty (60) days in advance of the date he/she intends to return.

11.6 Return from Leave of More Than One Year: An employee returning from leave of more than one (1) year after leave commenced shall notify the Superintendent at least sixty

(60) days in advance of the date he/she intends to return, and shall be assigned the first available vacant position for which he/she is qualified.

11.7 Any employee granted a leave of absence as provided in this article shall have the option to remain on active participation in all fringe benefit programs for up to two years; provided that the premiums for insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

11.8 Domestic Violence Leave: An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or, a family or household member of an employee is the victim of domestic violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

11.8-1 The purposes of Domestic Violence Leave include:

- a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- d. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

11.8-2 Procedures and Definitions.

- a. "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- b. "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.
"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.
- c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of

- imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.
- d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

ARTICLE XII. EMPLOYEE BENEFITS

12.1 Insurance: Full-time employees shall receive the same insurance benefits as other full-time employees. This applies to health insurance and life insurance coverage. Dental insurance will be available to employees and their dependents; employees shall pay the premium. Supplemental life insurance will be available to employees; employees shall pay the premium.

12.2 The Board agrees to provide, at no cost to full-time employees, a health insurance program through the Polk County Public Schools Employee Benefit Trust comparable to the current CCP (Coordinated Care Plan) health insurance program.

12.3 The effective date of health plan insurance for newly hired employees shall be approximately 90 days from the date of hire. For those employees beginning from the 1st through the 15th, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16th or after, insurance will begin on the first day of the month following 90 days of employment.

12.5 Holidays: Refer to the School Board approved Payroll Calendar.

12.5-1 Birthday Bonus: Each employee shall receive his/her birthday off with pay. Paid birthdays must be taken within the birth month with the exception of those not employed during the month of July. July birthdays for these employees may be taken in August. Birthdays that fall on a weekend or any other time that schools and offices are closed will be taken during a workday that will be agreed upon by the supervisor and the employee. The School Board and the Association agree that the supervisor and the employees may work out a mutually agreed upon day that will prevent disruptions at the work site in taking birthdays.

12.5-2 Rotating Holiday: Each employee shall receive two (2) rotating holidays as paid holidays. New employees shall be eligible for the rotating holidays after they have completed one-half of their duty year of service with the School Board of Polk County. The supervisor and the employee will work out a mutually agreed upon day that will prevent disruptions at the work site with the day chosen.

12.5-3 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 pay.

12.5-4 Holidays During Vacation: A holiday as designated in Section A above will not be charged as vacation to any employee.

12.6 Vacation

12.6-1 Earned Vacation: Only 12 month employees shall be entitled to earned vacation. During the first year of continuous employment, an employee that works 7.5 hours

shall earn 8.1225 hours per month and an employee that works 8 hours a day shall earn 8.664 hours per month. This is an annual total of 13 days.

Any employee working continuously for the Employer from one (1) through five (5) years shall earn 13 days vacation per year, 7.5 hour employees earn 97.5 hours per year, and 8 hour employees earn 104 hours per year.

Any employee working continuously for six (6) through ten (10) continuous years shall earn 16 1/4 days vacation per year, 7.5 hour employees earn 121.875 hours per year, and 8 hour employees earn 130 hours per year.

Any employee who has completed ten (10) continuous years or more shall earn 19 1/2 days vacation per year, 7.5 hour employees earn 146.25 hours per year, and 8 hour employees earn 156 hours per year.

No limit on number of days that can be accumulated during the year; however, no more than forty (40) days may be carried over into the following calendar year, 7.5 hour employees earn 300 hours per year, and 8 hour employees earn 320 hours per year.

12.6-2 Choice of Vacation Period: Vacation time shall be prearranged so that the normal operation of the schools can be maintained. Prearranged shall mean at least five (5) working days notice for any vacation except in cases of emergency. 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 on vacation at the same time. In the event of any conflict over vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period provided that he/she has made that choice within a thirty (30) day period prior to the requested vacation dates. However, in cases of emergencies special consideration will be given.

12.7 Appointments: Two hours non-cumulative leave may be used during the workday for medical or dental appointments. Except in extenuating circumstances (i.e. pregnancy, etc.), this leave should not exceed two (2) hours in a given month and is subject to prior approval of the immediate supervisor. These hours are non-accruable and are not intended to take the place of sick or personal leave.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1 Non-Discrimination: The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, handicapped or association activities.

13.1-1 Notice: Whenever any notice is required to be given by either parties to this agreement to the other party pursuant to the provision(s) of this agreement, either party shall do so by letter or registered letter.

13.1-2 Failure To Ratify: If either party shall refuse to ratify the agreement reached by the negotiating teams, the rejecting party shall state in writing to the other party the reasons for its rejection. Said notification of failure to ratify shall result in prompt resumption of

negotiations by the teams. When both teams approve the negotiated agreement or amendment(s) thereto, the same shall be resubmitted for ratification. Upon receipt of notice of ratification by the Association, the Board shall at its next official meeting take action.

13.2 Maintenance of Standards

13.2-1 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 of the parties 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.

13.2-2 No person employed with the bargaining unit shall, as a result of omission or oversight in the negotiation of this agreement, suffer a reduction in pay, loss of economic fringe benefits, or loss of experience credit previously granted.

13.2-3 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this agreement. The provisions of this agreement shall be established policies of the Board.

13.3 No Strike: The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes 447.203(6), 447.501(2) (e), and 447.505. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

ARTICLE XIV. 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.

14.1 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 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.

14.2 Any employee shall have the option to request delay of payment for sick leave days as terminal pay by notifying the Payroll Department in writing prior to the last scheduled work day of employment. For employees not being offered employment for the following school year, such days shall remain available for transfer as per Florida Statute 1012.61 with the employee being responsible to provide any required documentation prior to the first scheduled work day of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled work day of the new school year.

ARTICLE XV. COMPENSATION

15.1 All newly hired personnel with no credited experience will be brought into the system at the minimum salary for their pay grade or salary schedule.

15.2 All ESP/Secretaries will be placed on the appropriate salary schedule and pay grade found in Appendix B.

15.3 Supplements as listed in Appendix C shall be in addition to the regular base salary and total salary may exceed the maximum pay grade on the appropriate salary schedule.

15.4 Employees being promoted to a higher pay grade, within this bargaining unit, will be placed on the salary schedule in the new pay grade. In the event that the performance during the Training/Probationary period is unsatisfactory, the employee shall be removed from the position in accordance with Article VIII.

15.5 Salaries for Educational Support Personnel shall be as set forth in Appendix B and C, which is incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1 of each contract year.

15.6 The Superintendent may change the work week of personnel from 37 1/2 hours to 40 hours or vice versa when the work load demands it. Proper adjustments in pay will be made effective the date of change.

15.7 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 their shift for daily planned overtime or prior to the end of their shift on Thursday for any planned weekend overtime.

15.8 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 department or school employee within the job classification who has the least number of overtime hours to his/her credit.

15.9 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. Personnel whose normal work week is 37 1/2 hours shall be paid their regular rate of pay up to 40 hours, overtime will be paid after 40 hours of work has been performed. Payment of overtime shall not be duplicated for the same hours worked.

15.9-1 Regularly recurring duties beyond the contracted duty day will be paid at the employees' regular rate of pay in accordance with the federal wage and hour guidelines. All work contracted and performed beyond a 40 hour work week will be paid at "time and a half" of the employee's hourly rate of pay. (Example: Asst. Volleyball Coach \$1,340 divided by \$12.00 (\$8.00 + \$4.00) = 111.66 hours.)

15.10 Compensatory Time: Compensatory time off for payment of overtime may be granted in lieu of payment by mutual agreement. Compensatory time shall be calculated in the same manner as overtime. This shall not be used to circumvent the payment of overtime.

15.11 Payments will be made the last duty day of each month during the school term and the last weekday of June, July, and August. Salaries for educational support personnel who were employed as of the last day of the school year and continue employment the following year shall be paid in twelve (12) equal payments.

15.11-1 For employees working overtime or additional days during breaks, including the summer break, time worked and submitted to the Payroll Department by an established payroll cutoff date will be paid in that same month.

15.12 Any employee overpaid for any of the following reasons, regardless of the amount, will receive notification of the overpayment and will be given an opportunity to discuss the matter with the Human Resource Services Division prior to recovery of the overpayment:

- A. Employees who were placed incorrectly on the salary schedule.
- B. Employees who received a supplement to which they were not entitled.
- C. Employees who were inappropriately paid for teaching an extra period.

All other employees who were overpaid for some reason other than those specified in items A., B., and C., immediately preceding shall receive notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division when such overpayment exceeds five percent of their standard gross base pay per pay period.

15.12-1 In the event of a payroll error requiring notice as specified in 15.12, the employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum over or under paid during the 24 month period prior to the date of notification. Employees who have been notified of a pay error more than 24 months after the error occurred will not be held liable for repaying overages to the District, nor will employees be eligible to collect underpayment amounts from the District. However, while no underpayments or overpayments will be sought on errors discovered after more than 24 months, payroll will be corrected for all future wage and/or salary payments. If the payroll error occurred more than 72 months from the date of notification, no future wage or salary adjustments will be made.

15.12-2 The repayment of underpayments 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 five percent per pay period of the standard gross base pay at the time the overpayment is calculated. 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 an established panel 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.

15.12-3 If a dispute exists regarding an alleged overpayment that does not require the district to notify the employee, the employee may request a meeting with a representative of Human Resource Services to review their issue.

15.12-4 If an employee from whom payment is due as the result of a payroll overpayment has accrued vacation and/or sick/personal time available, some time may be applied to the amount due. For employees who accrue vacation time, this time must be applied first. After accrued vacation time is applied, sick/personal time in excess of 10 days may be applied to the amount due at their current rate of pay.

15.13 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.

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

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

15.16 Raise and Step Increases: It is the philosophy of the parties to grant raise and step increases as is done under the Teacher Collective Bargaining agreement.

15.17 Years Of Experience For Salary Purposes: Shall mean the number of years employed by Polk County Schools in present area of work plus any recognized outside related experience on a one for two year basis. Secretarial/Clerical employees who are not a part of this bargaining unit will receive year for year experience credit when they transfer into this unit. Experience credit for work as a Paraeducator, in Polk County Schools, will be given year for year experience credit when they transfer into this bargaining unit. Related experience for part time positions shall be prorated.

15.18 In the event the Florida Legislature significantly changes the expected funding level received from Florida Education Finance Program (FEFP), including all of its components and at anytime during the term of this agreement, the parties agree to discuss and review a concern raised by either party.

15.18-1 In the event there becomes a reason to expect an excess of funding, the parties agree to determine the amount of such excess and discuss enhancing current employee compensation. The parties recognize that through mutual agreement and ratification by the parties, the current agreed upon compensation could be changed.

15.18-2 In the event the District feels a need to declare "Financial Urgency" as outlined in Florida Statutes 447.4095, the parties agree to follow the process as outlined in the statute.

15.19 Both the Polk Education Association and the School Board desire to bargain step increases and additional raises for the 2010 – 2011 school year should funding be

available. The District will establish the cost of step increases when projecting the budget so that the information may be considered during the adoption process. The parties agree to hold a preliminary discussion in September 2010 to assess the available funds committed by the Florida Legislature and the Federal Government to the District, the most current revenue estimates for tax levies, and the impact of any unfunded or underfunded mandates from other government agencies. The parties agree to meet and review the available funding data in detail following the release of the 3rd Calculation from Florida's Department of Education. The parties agree to jointly evaluate the available data to determine funds that could be used to adjust employee salaries. The parties will then bargain regarding any identified funds.

EDUCATIONAL SUPPORT PERSONNEL

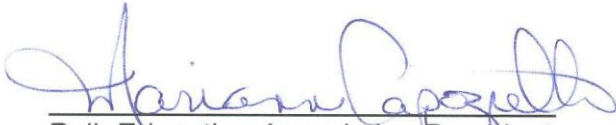
ARTICLE XVI. TERM OF CONTRACT

The terms and conditions of this contract shall become effective as of January 1, 2010.

This Collective Bargaining Agreement shall remain in full force and effect through June 30, 2012, unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest based approach to resolve problems, with salaries negotiated as agreed upon.

This agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.



Polk Education Association President

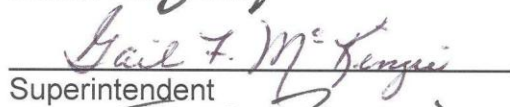


PEA Chief Negotiator

THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA



School Board Chair



Superintendent



Director, Employee Relations

**APPENDIX A
CLASSIFICATIONS**

Pay Grade	Days/Year	Hrs/Day	Hrs/Year	Job Titles
PG01	247	8	1976	Accounting Clerk, Clerk General, Media Assistant, Secretary II, Assistant PBAX Operator, Input/Output Coordinator, Purchasing Clerk
PG02	247	8	1976	Clerk Specialist, Office Systems Specialist, Senior Accounting Clerk, Purchasing Clerk Specialist, SEMS Operator, Student Assignment Data Entry Clerk, Wellness Clerk Specialist, Student Intake Specialist
PG03	247	8	1976	Accounting Clerk Specialist, Secretary III
PG04	247	8	1976	Senior PBAX Operator, Office Systems Supervisor, Personnel Assistant I, Accounting Specialist I, Payroll Assistant I
PG05	247	8	1976	Professional Development Specialist, Planning and Assessment Specialist, Payroll Assistant II, Child Care Services Specialist
PG06	247	8	1976	Payroll Accounting Specialist, Property Inventory Auditor, Accounting Specialist II, Personnel Assistant II, ERSEA Specialist – Head Start
SB11-7.5	216	7.5	1620	School-Based Secretary (11-month 7.5-hr day)
SB11	216	8	1728	School-Based Secretary (11-month 8-hr day)
SB12	247	8	1976	School-Based Secretary (12-month 8-hr day)
MHSL	206	7.5	1545	Migrant Home/School Liaison, Homeless Hearth Grant Liaison Assistant
MSO	216	8	1728	Migrant Records System Operator
PRS11	216	8	1728	Secretary to the Principal (11-month)
PRS12	247	8	1976	Secretary to the Principal (12-month)
PRINT	247	8	1976	Printing Specialist, Graphic Artist

**APPENDIX B
EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE**

For the 2009-2010 school year, employees deemed eligible will advance one year of experience on the salary schedule beginning January 1, 2010. Pay will only be retroactive back to January 1, 2010 and salaries will be adjusted to pay the increased rate for only the remaining partial school year.

Years of Experience In 2009-2010	PG 01	PG 02	PG 03	PG 04	PG 05	PG 06
0	\$15,916	\$16,513	\$17,133	\$17,776	\$18,441	\$19,133
1, 2	\$16,394	\$17,009	\$17,647	\$18,309	\$18,995	\$19,707
3	\$16,886	\$17,519	\$18,176	\$18,858	\$19,564	\$20,298
4	\$17,392	\$18,045	\$18,721	\$19,424	\$20,151	\$20,907
5	\$17,914	\$18,586	\$19,283	\$20,006	\$20,756	\$21,535
6	\$18,451	\$19,143	\$19,861	\$20,606	\$21,379	\$22,182
7	\$19,005	\$19,718	\$20,457	\$21,224	\$22,020	\$22,847
8	\$19,575	\$20,309	\$21,071	\$21,860	\$22,680	\$23,532
9	\$20,163	\$20,918	\$21,703	\$22,516	\$23,361	\$24,237
10	\$20,768	\$21,546	\$22,354	\$23,192	\$24,062	\$24,964
11	\$21,391	\$22,193	\$23,025	\$23,888	\$24,784	\$25,713
12	\$22,032	\$22,858	\$23,715	\$24,605	\$25,528	\$26,484
13	\$22,692	\$23,544	\$24,427	\$25,343	\$26,293	\$27,279
14	\$23,373	\$24,250	\$25,159	\$26,103	\$27,082	\$28,097
15	\$24,075	\$24,978	\$25,915	\$26,886	\$27,895	\$28,941
16	\$24,797	\$25,728	\$26,692	\$27,693	\$28,731	\$29,808
17	\$25,541	\$26,499	\$27,492	\$28,523	\$29,593	\$30,703
18	\$26,307	\$27,294	\$28,318	\$29,379	\$30,482	\$31,624
19	\$27,096	\$28,113	\$29,167	\$30,261	\$31,396	\$32,573
20	\$27,909	\$28,956	\$30,043	\$31,169	\$32,338	\$33,550
21	\$28,747	\$29,824	\$30,943	\$32,104	\$33,307	\$34,556
22	\$29,608	\$30,719	\$31,871	\$33,067	\$34,307	\$35,593
23	\$30,497	\$31,642	\$32,828	\$34,058	\$35,336	\$36,662
24+	\$31,912	\$33,091	\$34,313	\$35,580	\$36,896	\$38,261

Years of Experience In 2009-2010	PRS11	PRS12	Years of Experience In 2009-2010	PRINT
0	\$20,754	\$22,641	0	\$27,369
1, 2	\$21,377	\$23,321	1, 2	\$28,190
3	\$22,019	\$24,020	3	\$29,035
4	\$22,679	\$24,741	4	\$29,905
5	\$23,360	\$25,482	5	\$30,803
6	\$24,060	\$26,247	6	\$31,728
7	\$24,782	\$27,034	7	\$32,680
8	\$25,525	\$27,846	8+	\$34,160
9	\$26,291	\$28,681		
10	\$27,080	\$29,542		
11	\$27,893	\$30,427		
12	\$28,729	\$31,341		
13	\$29,591	\$32,280		
14	\$30,479	\$33,250		
15+	\$31,893	\$34,347		

Years of Experience In 2009-2010	SB11-7.5	SB11	SB12	MHSL	MSO
0	\$14,191	\$15,136	\$16,513	\$14,960	\$15,686
1, 2	\$14,617	\$15,590	\$17,009	\$15,409	\$16,156
3	\$15,056	\$16,058	\$17,519	\$15,871	\$16,641
4	\$15,507	\$16,540	\$18,045	\$16,346	\$17,141
5	\$15,972	\$17,037	\$18,586	\$16,838	\$17,655
6	\$16,451	\$17,548	\$19,143	\$17,343	\$18,185
7	\$16,945	\$18,074	\$19,718	\$17,864	\$18,731
8	\$17,453	\$18,617	\$20,309	\$18,399	\$19,293
9	\$17,977	\$19,175	\$20,918	\$18,951	\$19,871
10	\$18,516	\$19,750	\$21,546	\$19,520	\$20,467
11	\$19,072	\$20,343	\$22,193	\$20,104	\$21,081
12	\$19,644	\$20,954	\$22,858	\$20,707	\$21,714
13	\$20,233	\$21,583	\$23,544	\$21,329	\$22,365
14	\$20,840	\$22,230	\$24,250	\$21,969	\$23,035
15	\$21,466	\$22,896	\$24,978	\$22,628	\$23,726
16	\$22,110	\$23,583	\$25,728	\$23,307	\$24,438
17	\$22,773	\$24,290	\$26,499	\$24,006	\$25,171
18	\$23,456	\$25,019	\$27,294	\$24,726	\$25,926
19	\$24,159	\$25,770	\$28,113	\$25,468	\$26,704
20	\$24,884	\$26,544	\$28,956	\$26,232	\$27,506
21	\$25,630	\$27,339	\$29,824	\$27,019	\$28,331
22	\$26,399	\$28,159	\$30,719	\$27,829	\$29,181
23	\$27,192	\$29,004	\$31,642	\$28,665	\$30,057
24+	\$28,507	\$30,375	\$33,091	\$30,026	\$31,458

**APPENDIX C
NON-INSTRUCTIONAL SUPPLEMENTS**

Workshops (series of three 1975-76)	10.00
Approved Courses prior to 7/1/81	3.00
Approved Course after 7/1/81	5.00
Approved workshops after 7/1/84	5.00

Longevity supplement of \$37.00 per month beginning upon completion of 15 years of creditable service and in 5 year increments thereafter.

Shift Differential School Secretary 25.00*

*To receive the shift differential, employee's regular work assignment must begin after 1:30 p.m. and terminate after 9:30 p.m.

Date Rec'vd/Association _____

No. _____

Date Filed/Association _____

Step: _____

Rec'vd By: _____

Filed By: _____

**APPENDIX D
OFFICIAL GRIEVANCE FORM**

Name _____

School _____

Address _____

Assignment _____

Home Phone: _____

School Phone: _____

Date of Incident _____

Relevant Article(s) _____

Of Contract - Policy

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____ Date _____

Disposition: _____

Signature of Supervisor _____ Date _____

Date Received _____ By _____

Date Received _____ By _____

Copies to: Grievant-Association - Supervisor

APPENDIX E

TRANSFER REQUEST FORM

POLK COUNTY PUBLIC SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL

NAME _____ DATE _____

Present Position: _____

School: _____

I request the following transfer: _____

Reason for request: _____

I understand that if a transfer is possible I will be given every consideration.

Signature

Distribution:
1 copy to Assistant Superintendent
1 copy to ESP Employee

DISPOSITION OF REQUEST

Date _____

Principal

Date _____

Assistant Superintendent

This form will be kept on file for one year.

APPENDIX F GROUND RULES

1. Bargaining proposals, amendments or counter proposals pertaining to the Agreement which the Association or the Board desire to be negotiated shall be submitted in writing by each party.
2. The Superintendent or his representative, and the bargaining agent, or its representative, shall meet at reasonable times for the purpose of negotiating and seeking agreement. All sessions shall commence at the agreed upon time.
3. The most recent Collective Bargaining Agreement, as amended, will be used by both parties as a point of reference for deletions, amendments and all other changes.
4. Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. By mutual agreement a tentative agreement may be reopened for negotiation.
5. Only members of the respective teams are allowed to speak during the sessions. An exception shall occur only when the Board and/or the Association informs the other party prior to the meeting in which their consultant shall speak. The expense of such consultants shall be borne by the party requesting them.
6. Questions from observers shall be allowed only at the end of each session. Neither party will tolerate any harassment from observers during sessions.
7. Bargaining meetings shall be scheduled as frequently as necessary to expedite arriving at total agreement on items under consideration. The representatives of both parties shall conduct negotiations professionally and in good faith. Both parties agree to submit to mediation prior to declaring impasse.
8. The Association and the Superintendent will determine the formula and method to be used in costing out salary and supplementary salary schedules.
9. The negotiations team has a responsibility to look at the interpretation of data and apply it appropriately. The Board shall provide release time for the Association's negotiators when both parties agree that it is necessary to conduct sessions during scheduled hours of work.
10. When the negotiating teams reach tentative agreement on all items under negotiations, the proposed and tentative agreement shall be written and submitted to the Board and the Association for ratification with a favorable recommendation from the negotiating teams. Upon receipt of notice of ratification by the Association, the Board shall take action on ratification at their next meeting. If both parties ratify the agreement, then the parties shall sign two (2) copies of the final decision (one copy for the Board and one copy for the Association). If either party shall refuse to ratify the agreement reached by the negotiating teams, the party shall make a written statement to the other party as to their reasons. Said notification shall result in prompt resumption of negotiations, which lead to settlement or impasse procedures.
11. Proposals remain on the action item agenda to be addressed at the next bargaining session until tentatively agreed upon or mutually dropped.
12. All three teams will meet together to discuss salary and insurance issues.
13. The opportunity for all to speak freely and honestly about any issue; to ask questions freely and openly; to make a conscious effort to be employee and system-oriented, directed toward constancy of purpose; to encourage each other; using effective criticism and offering praise for the courage to try; to keep a positive outlook, maintaining high expectations; and to provide patience and consideration to each team member.
14. All decisions on bargaining agenda items will be decided upon only in bargaining team meetings.

**This Contract is negotiated on your behalf
by the Polk Education Association**

POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: _____ Soc. Sec. No. _____ - _____ - _____
(last) (first) (mi)

Address: _____ City: _____ Zip: _____

Home ph.: (____) _____ Home e-mail address: _____

Worksite: _____ Para ____ Teacher _____ Secretary/ESP _____

Monthly Deduction Amount: _____ \$48.43 Teacher _____ \$24.47 Secretary/ESP

Method of Payment: _____ Payroll Deduction _____ Cash _____ D.O.B.: ____/____/____

Signature of Employee: _____ Date: _____

Local Association Representative: _____
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

Mail by courier to: PEA, Route E

POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

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