



Agreement with the  
Seminole County School  
**BUS DRIVERS' ASSOCIATION, Inc.**

and

**THE SCHOOL BOARD  
OF SEMINOLE COUNTY  
Sanford, Florida**

*July 1, 2010 - June 30, 2013*



SEMINOLE COUNTY  
PUBLIC SCHOOLS

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### **SEMINOLE COUNTY SCHOOL BUS DRIVERS' ASSOCIATION NEGOTIATIONS TEAM 2010-2011**

Randy Saunders, President  
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Chief Negotiator  
Rosa Pickett, UniServ Director  
Andrea Reeves, UniServ Director  
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Dorothy Davis, Team Member  
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## **PREAMBLE**

The School Board of Seminole County, Florida hereinafter referred to as the "Board," and the Seminole County School Bus Drivers' Association, Inc., hereinafter referred to as the "Association," confirm that:

WHEREAS, the Bargaining Agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I AGREEMENT**

The Bargaining Agent shall not instigate nor support a strike against the School Board.

## **ARTICLE II BARGAINING AGENTS'/EMPLOYEES' RIGHTS AND RESPONSIBILITIES**

### Section 1.

Employees shall have the right to form, join, and participate in any Bargaining Agent of their own choosing.

### Section 2.

Employees shall have the right to be represented by any Bargaining Agent of their own choosing, to negotiate collectively through a certified bargaining unit with the School Board in the determination of the terms and conditions of their employment, and to be represented in the determination of grievances arising thereunder. Employees shall have the right to refrain from exercising the right to be represented.

### Section 3.

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment card, furnished by the Association, authorizing payroll deduction of uniform membership dues in the Association. Such authorization shall continue in effect unless revoked at the employee's request upon thirty (30) days written notice to the Board and the Association, or upon termination of employment or death of employee. The Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments. The Association will certify to the Board, in writing, the amount of membership dues to be deducted. Pursuant to such authorization, the Board shall deduct such sum as authorized in twenty (20) equal standard payments from the employee's regular salary checks beginning each year with the first check in September. Payroll deductions shall be made no later than the second check after authorization has been received by the Board. The deductions shall be remitted not less frequently than semi-monthly to the Association. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of reliance of any lists, notice or assignment furnished by the Association as it applies to this section.

### Section 4.

The Board agrees to furnish the Bargaining Agent, in response to reasonable request, available information concerning the financial resources and conditions of the school district.

### Section 5.

When the Bargaining Agent requests at least eight (8) days in advance of a stated meeting an item(s) which it desires to be brought to the Board for consideration, such item(s) shall be placed on the agenda so as to be considered by the Board as early as possible during the

proceedings of that meeting. Two (2) copies of the agenda shall be mailed to the Seminole County School Bus Drivers' Association, Inc. president 72 hours prior to each meeting.

Section 6.

The Bargaining Agent has the right to use its Business Agent as its representative and/or any member(s) of the Bargaining Unit.

Section 7.

At the end of each employee meeting the Bargaining Agent representative shall be invited to make announcements.

Section 8.

The Association representative shall be allowed to hold a vote regarding contract ratification during work hours on School Board property. The times for such a vote shall be mutually scheduled by the Association representative and the worksite manager, but shall be at time(s) when all employees, or as many as possible, are present at the worksite.

Section 9.

A. The Association shall have use of the school system mail service, including employee mailboxes, for communications to employees. The District shall not be required to furnish additional mailboxes for this purpose, however, those mailboxes available as of July 1, 1989, for use at the Transportation Compound shall not be diminished in number. The following stipulations shall apply to use of the school mail system:

1. The Association will furnish and use only their own courier envelopes.
2. Materials sent shall not be derogatory against the system, the Board or the administration.
3. No material shall be sent through the courier which may be construed to be political in nature such as: campaign literature; partisan positions; bumper stickers;

candidate cards and flyers; political announcements and endorsements, etc. Legislative issues pending before the State Legislature and/or U. S. Congress and literature pertaining to local, state, and national union elections shall be exempt from this provision.

4. The Superintendent and the Director of Transportation will receive a copy of any distribution made to a majority of the employees.

B. The Association Office shall be a stop on the regular school system courier delivery route for a daily pick-up of pre-sorted non-district-wide items and delivery of Association communications subject to the normal rules which apply to other work locations.

C. Violation of any of the above items may cost the Association its use in the courier system for the remainder of the contract. In the event the Superintendent determines there may have been a violation, the Association shall be notified and given ten (10) days in which to respond.

#### Section 10.

Duly authorized representatives of the Association may, with the approval of the principal/work center head, be permitted to transact Association business for the maintenance of this contract on school property, provided that this shall not interfere with or disrupt normal school operations. Employees shall not transact Association business during working hours.

#### Section 11.

The Association and its representatives shall have the right to use school buildings other than during school hours and when not in conflict with scheduled school activities subject to the following:

A. The approval of the building principal.

B. The principal of the school or some delegated person shall be on the premises and any cost of janitorial services and any damage incurred, due to the negligence of the Association, shall be paid by the Association.

## Section 12.

The Association shall be given access to a bulletin board for its exclusive use in an area and of a size mutually agreed upon with the Association and the work center administrator.

## Section 13.

The president/designee of the Association and Director of Transportation or his/her designee shall meet to confer on matters of mutual interest and concerns such as but not limited to safety committee problems and input into all transportation handbooks and manuals.

Such meetings may be initiated at the request of either party and are to be arranged at mutually agreed upon dates and times. Further, such meetings shall in no way, circumvent or take the place of the regular process of collective bargaining.

## Section 14.

The Association may use the employee's mailboxes at the Transportation Department for communication to employees. However, the Association or the employees shall not affix any identification on their mailboxes.

## Section 15.

The cost center supervisor shall send a copy to the Association of employee handbooks and any revisions, changes, or additions. In addition, he/she shall provide to the Union's designated building representative an extra copy of each written communication disseminated to all bargaining unit members under his/her direction.

## Section 16.

Upon written request by the Association staff or in the absence of the staff, the Association president, the

Board shall furnish, at no cost to the Association, copies of any documents needed for the purpose of contract enforcement and negotiations. These documents shall include, but not be limited to, print-outs, materials contained in personnel files, letters, memos, school board agenda packets, school board policies and other types of manuals as may be necessary. Copies of documents requested by an attorney or other outside legal representative will be furnished pursuant to School Board policy, governing law and statutes. Should the Association request information which would require the creation of a program to produce the requested information, and the Board does not intend to utilize the information requested, the Association will be billed for the time of the employee who is assigned to create the program. Such billing shall be at the employee's regular hourly rate of pay.

**ARTICLE III  
BUS DRIVERS' DUTIES  
AND RESPONSIBILITIES**

Section 1.

It shall be the responsibility of the driver to perform all duties enumerated in the Board approved job description.

Section 2.

A. Drivers are to maintain the assigned time schedule from day to day and shall report any deviation outside of a time period of ten (10) minutes.

B. If a driver is delayed for any reason, the driver will notify dispatch and the dispatch office shall notify the school that the driver will be late.

Section 3.

Drivers are to supervise the loading and unloading of students at schools to promote safety, orderliness and good conduct of passengers.

#### Section 4.

Drivers will enforce all rules and regulations regarding students' conduct on the bus and will seek the assistance of the school principal when necessary.

Should a driver feel that a student referral has not been addressed in a satisfactory manner, the driver shall report the incident and administrative action to his/her area manager for further assistance. The area manager will provide the driver with a follow up of the requested assistance.

#### Section 5.

A. Drivers are to be trained/briefed with the operation of any bus they may be required to drive before transporting students. When a driver is being trained to operate a bus different from that which he/she regularly drives, documentation of the training, including the name and title of the trainer and the type of vehicle on which training has occurred shall be placed in the driver's personnel file. The documentation shall be signed by the driver and a copy shall be provided to the driver. The driver will sign documentation indicating: (a) No need for additional training or (b) Need for additional training. No driver will operate any bus for which he/she indicates the need for additional training.

B. When a driver is assigned to drive a bus for ESE for the first time, the driver shall be instructed in the proper procedure for securing a wheelchair, using a wheelchair lift, and/or securing a harness on a student. The instruction shall include training with the actual bus equipment. Similar documentation as in A. above shall be required.

#### Section 6.

Drivers are to notify the Transportation Department of any accident, in which they may be involved from the scene of the accident or as soon as possible, thereafter. Drivers shall report the accident on the proper form.

### Section 7.

The Director of Transportation or his/her designee will assign a substitute bus to any driver on whose bus repairs will not be completed in time for use on their route. Drivers will return these vehicles to the spare bus area swept, with all windows up and filled with fuel. Any mechanical defect should be reported to the Director of Transportation or his/her designee.

### Section 8.

Drivers will pre-trip inspect any bus that they are driving twice daily, before the morning and afternoon routes and any field trips and weekend or extra-curricular trips.

### Section 9.

Drivers are responsible for keeping the interior of their bus clean.

### Section 10.

Drivers will at all times operate buses in a safe, prudent, lawful and courteous manner, and will observe the principles of defensive driving.

### Section 11.

Drivers, except in the case of an emergency, will not be required to transport physically handicapped students in buses not appropriately equipped for such students. When the Board determines there is a need on special education buses, monitors may be provided.

### Section 12.

Bus drivers will not assign any duty listed above to monitors.

**ARTICLE IV**  
**BUS MONITORS' DUTIES AND RESPONSIBILITIES**

Section 1.

It shall be the responsibility of the monitor to perform all duties enumerated in the Board approved description.

Section 2.

Bus monitors will follow the directions of the school bus driver.

Section 3.

Bus monitors will assist students in following the directions of the school bus driver.

Section 4.

Bus monitors will assist the bus driver and parents in loading and unloading students at the bus stop.

Section 5.

Bus monitors will assist the bus driver and school personnel with loading and unloading the students at the school.

Section 6.

Bus monitors will enforce safety rules and provide firm direction to the students regarding their conduct on the bus.

Section 7.

Bus drivers and/or bus monitors will report misconduct of students on the appropriate form and shall turn any report of student misconduct in to the designated school administrator. The bus driver will co-sign all monitor reports.

Section 8.

Bus monitors will attend assigned workshops and training programs.

Section 9.

Bus monitors must wear approved uniform.

Section 10.

Bus monitors will maintain discipline on the bus in accordance with recommendations of the Transportation Department.

Section 11.

When a monitor is assigned to a bus with a lift for the first time, the monitor shall be instructed in the proper procedure for securing a wheelchair, using a wheelchair lift, and/or securing a harness on a student. The instruction shall include training with the actual bus equipment. Documentation of the training shall be placed in the monitor's personnel file. The documentation shall be signed by the monitor and a copy shall be provided to the monitor. The monitor will sign documentation indicating: (a) No need for additional training or (b) Need for additional training. No monitor will be assigned to any bus for which he/she indicates the need for additional training.

**ARTICLE V  
COMPENSATION AND EXPENSES**

Section 1.

Computation of salaries shall be indexed by the Base found in Appendix D.

Section 2.

A. Annual salaries for Bargaining Unit members employed for the full contract year are listed in Appendix D.

B. Pay Grades are listed in Appendix C.

C. Appendix F includes a fiscal year calendar, for information purposes, which will include, but not be limited to, employment dates, student attendance days, paid holidays and vacation days for employees in the Bargaining Unit.

### Section 3.

A. The employees shall be given an option of receiving their salaries in biweekly installments over a 10 month period (the 10 month pay plan) or 12 month period (the 12 month pay plan). Employees selecting to be paid on the 10 month pay plan will receive biweekly installments over the number of pay periods which occur from the start date of their 10 month contract period through the pay period which includes the last contract day of the 10 month period. Employees selecting to be paid on the 12 month pay plan will receive biweekly installments for 12 months beginning with the pay period in which the contract start date occurs.

1. Employees who were not on the payroll during the previous school year will be placed on the 10 month pay plan unless written notification of the selection of the 12 month pay plan is received in the Payroll Department by July 5th for 11-month employees and July 28th for 10-month employees.

2. Every employee in this category shall receive a written notice of this requirement. This shall include those on leave and new hires.

B. 1. Payroll shall be distributed every other Friday. In the event a bi-weekly pay date would occur on a paid holiday, employees will be paid on the duty day prior to the paid holiday. Beginning with the 1998-99 school year, employees who elect to receive their pay over the length of their contract period will receive their final paycheck on the next regularly scheduled Friday pay date following their last contract date provided the last contract day is not a payday.

2. By March 15th of each year, the Payroll Department shall submit to the union via the Director of Employee Relations or his designee a listing including the date of the first check and the percentage of the first check. If the proposal is acceptable, the union shall notify the Director of Employee Relations or his designee of same in writing. If the proposal is not acceptable, the union President, one other person selected by the President, and the union's staff shall meet with the Director of Employee Relations or his designee and the Supervisor of Payroll to discuss alternative proposals. Such meeting will take place within four (4) weeks of the notification to the Board that their proposal is unacceptable.

#### Section 4.

A. When employees are directed to work overtime in addition to their regular hours aggregating more than a maximum of forty (40) hours per week, they shall be compensated as follows:

1. One and one-half (1 1/2) times the regular rate of pay for all hours worked over forty (40) hours in a work week.

2. Overtime worked shall be reflected on the pay stub. Calculations for overtime compensation shall be made as soon as possible following the working of overtime.

Whenever possible, overtime shall be paid in the pay period in which it was earned, but with the exception of extenuating circumstances, it shall be paid no later than the next pay period immediately following the pay period in which it was earned.

3. Time-off may be granted in lieu of overtime pay, provided same is consistent with the Fair Labor Standards Act, as long as said act is applicable to the Board.

B. Time worked in excess of the regular assigned hours aggregating up to forty (40) hours or less will be paid in the same manner as prescribed in A.2. above.

C. 1. One day prior to a payday, employees shall receive an accounting of all time included in the check that is beyond their regularly assigned time. Such accounting shall include the date(s) and amount of time for which payment is made.

2. Year-to-date earnings and withholding will be displayed on the paycheck stub.

D. Payroll checks shall not be sorted or distributed by members of the bargaining unit.

#### Section 5.

All required training and/or pre-school assignments shall be paid based on the regular hourly rate in accordance with Appendix C and D.

#### Section 6.

A. Summer salaries for employees will be paid on an hourly rate in accordance with the years of service based on the preceding year's salary schedule.

B. If an employee is hired to work outside of the regular contract year (186 days) and the program for which he/she was hired is canceled or if the funding for said program is eliminated or ends, the following procedure will be followed:

If the employee in the position to be eliminated has more seniority than other drivers/monitors employed during this time period the least senior employee will be released from work and the more senior employee will be placed in the vacancy created by this action.

If all summer programs or funding are canceled, all summer employment will be ended.

C. Any driver who is unable to pass his/her physical and is thus temporarily disqualified from a summer position for which he/she was hired shall be allowed to take sick leave or leave without pay until the opening of the new school year or until he/she passes the physical.

## Section 7.

A. In the event of a payroll error resulting in an underpayment to an employee, the employee shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous fiscal years. The employee shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period. In the event a payroll error resulting in an underpayment which would reduce the employee's normal bi-weekly payment by a hundred dollars (\$100.00) or more and same is brought to the attention of management prior to 11:00 A. M. of the pay day, the Board, if possible, will correct the error on the next payroll run.

B. 1. In the event of a payroll error resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation.

2. Repayment to the District shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

3. All inquiries regarding an individual's pay will be responded to in writing after review by the Transportation Department and the worksheet will be filed in the personnel file. It is understood by all parties that any overpayment waiver will only be considered if an incorrect written response to an inquiry was issued to the employee by the Transportation Department.

C. Should an employee not have sufficient leave for an absence that occurs after checks have been printed, the employee's next paycheck will be reduced for the unpaid leave.

## Section 8.

For the 2010-11 school year, employees will remain on the same step he/she was placed on during the 2008-09 school year with all regularly contracted full-time employees as of July 1, 2010 receiving a bonus in the amount of \$450 for those individuals on Step 1-10, \$525 for those individuals on Step 11-20, and \$600 for those individuals on Step 21 or higher. For part time employees, the bonus shall be prorated based upon full time equivalency. Beginning July 1, 2008, all newly hired support employees will be hired and placed on Step 1. No previous experience will be granted at this time unless approval is granted by mutual agreement between the Executive Director of Human Resources and the Executive Director of UniServ.

## Section 9.

A. The annual salary as prescribed herein shall constitute the annual rate of pay for each position provided the employee works the full contract year. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of paychecks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each workday in the pay period and is employed for the full contract year. The daily rate of pay will be determined by dividing the annual rate of pay by the number of days established for the position.

1. In the event an employee should terminate during the contract year or take a leave of absence prior to the completion of his/her contract, the total number of days the employee was on duty or on eligible paid leave will be multiplied by the employee's daily rate of pay to determine the employee's total contract salary. The salary paid to date will be subtracted from the total contract salary and the balance will be paid to the employee in his/her final check.

2. In the event an employee should begin employment or return from an unpaid leave of absence later than the first required for the particular position, the total salary due to the employee will be calculated by multiplying the total number of actual workdays by the daily rate of pay. The total salary will then be divided by the number of checks remaining for the "paid over

contract” position to determine the biweekly rate of pay. The first and the last paycheck will represent a percentage of the employee’s biweekly pay based on the number of actual workdays in the pay period.

3. In the event an employee who had previously elected to be “paid over 12 months” transfers into a position which results in a change of contract days, he/she will be placed on “paid over contract” status.

4. In the event an employee changes positions which results in a different daily rate of pay, the total contract salary will be calculated by multiplying the daily rate of pay in each position, less any unpaid leave days the employee has taken. To establish the employee’s biweekly rate of pay, the salary paid to date will be subtracted from the total contract salary. The balance will be divided by the number of checks remaining for the position. In the event an employee changes positions during a pay period the employee will be paid a prorated percentage of the established biweekly for the old and the new position.

C. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each hour not worked or fraction thereof on the basis of the employee’s hourly rate of pay.

D. Fiscal year end calculation - The Finance Department will activate a computer program that will calculate an employee’s fiscal year payoff ensuring that each employee is paid to their exact contract amount in their last regularly scheduled paycheck for the fiscal year.

## Section 10.

A. At the opening of a school year, area managers will assign duty hours for each driver and monitor. Drivers and monitors are required to complete and submit time sheets from when they detect a difference between their assigned time and their actual time which would affect their pay status. Appropriate adjustments shall be made within two payroll periods from receipt of the adjusted time sheets.

B. Duty hours will be stabilized by October 15th or within three (3) weeks after the termination of a double session, whichever is later.

C. The parties agree that the intent of this agreement includes that, where operationally feasible, drivers and monitors shall not receive a reduction in duty hours after October 15th for the remainder of the traditional school year.

Additionally, the parties agree that management has the responsibility and express right to assign other related duties for drivers and monitors in order to avoid a reduction in their duty hours. Those include but are not limited to bus standby duties, mid-day run duties, courier duties, and/or other office/campus/compound duties. These duties shall not include custodial duties.

D. A reduction in duty hours between October 15th and the end of the traditional school year must be mutually agreed upon by the Director and the employee prior to implementation of the reduction.

#### Section 11.

A. Bus drivers who are available for required field trips and non-driving work beyond the regular route duties shall be guaranteed the following:

1. Drivers who request and are approved by the Director of Transportation Services or designee to be scheduled for a minimum guarantee of forty (40) hours per week from the opening of traditional school through the closing of traditional school shall be available for field trips and other required non-driving duties as assigned. Duties may be assigned on weekends and evenings as well as during the regular workday. This shall be designated as Plan A.

a) Using the employee profile sheets and with all things being equal, a rotation system shall be implemented by the master scheduler for assigning equal duties for day, night, and weekend trips and other related duties.

2. Drivers who request and are approved by the Director of Transportation Services or designee to be scheduled for a minimum guarantee of 35 hours per week from the opening of traditional school through the closing of traditional school shall be available for field trips and other required non-driving duties as assigned. As part of this guarantee, field trips shall be assigned only during the course of the workweek, during the daytime, and not after 6 P.M. or on weekends. However, a driver may volunteer to work after 6:00 P.M. if he/she is offered a trip that begins prior to 6:00 P.M. and will extend beyond 6:00 P.M. There shall be no penalty for refusing an assignment that extends beyond 6:00 P.M. This shall be designated as Plan B.

3. Drivers who request to be scheduled for a minimum guarantee of 30 hours per week from the opening of traditional school through the closing of traditional school shall not be assigned non-route duties. This shall be designated as Plan C.

4. No bus driver shall be employed for less than 30 hours per week from the opening of traditional school through the closing of traditional school unless by mutual agreement.

5. A driver may move from one plan to another during the school year for the following reasons only:

- a) medical, with proper documentation
- b) mutual agreement of the parties
- c) extenuating circumstances, when approved by the Director of Transportation Services

6. In the event the Director of Transportation Services determines that the number of drivers requesting Plan A or Plan B is more than the number of Plan A or Plan B positions available, then the most senior employee(s) shall prevail in receiving assignment to the plan.

7. In the event the Director of Transportation Services determines that a significant reduction in field trip requests will occur, resulting in less available hours, the impact of this shall be negotiated by the parties.

B. No bus monitor shall be employed for less than 25 hours per week from the opening of traditional school through the closing of traditional school unless by mutual agreement or when a monitor is required on a run and a full-time monitor is not serving the route where this run exists.

C. Except by mutual agreement, Plan A drivers shall be afforded notice of assignments no later than 12 o'clock noon on the Tuesday prior to the workweek for which the assignment is being made. Plan A drivers that cannot perform initial assignments may be given assignments no later than 12 o'clock on Friday prior to the workweek for which the assignment is being made. The assignments made on Friday shall not include weekends unless by mutual agreement. This shall only occur if the original assignment is documented by the master scheduler.

D. Except by mutual agreement, all Plan B and Plan C drivers and all monitors shall be afforded notice of assignments no later than 3:00 P.M. on the Wednesday prior to the workweek for which the assignment is being made. Plan B and Plan C drivers and all monitors that cannot perform initial assignments may be given assignments no later than 3:00 P.M. on Friday prior to the workweek for which the assignment is being made. The assignments made on Friday shall not include weekends unless by mutual agreement. This can only occur if the original assignment is documented by the master scheduler.

E. For the purposes of this section of the contract, the workweek shall commence on Saturday and conclude on the following Friday.

F. Nothing herein shall preclude an employee from signing up for the field trip rotation as defined in Article X.

G. Thirty days prior to the close of school, drivers and monitors will be surveyed to determine their preferences

for non-route assignments. Employee preference/availability profiles shall be maintained and updated as necessary by the Transportation Services Department. An employee may request that his/her preference/availability profile be revised only for the following reasons:

1. medical, with proper documentation
2. mutual agreement of the parties
3. extenuating circumstances,  
when approved by the Director of Transportation Services

H. 1. Full-time drivers under the ABC plan may be assigned to any of the following non-driving duties in order to fulfill their time requirements:

- a) Answering phones
- b) Filing
- c) Assisting dispatch in an emergency
- d) Other office work as needed
- e) Provide assistance as needed at schools
- f) Provide garage assistance as needed
- g) Any other appropriately assigned duties

2. No driver shall be permanently assigned to a position created solely for the purpose of providing work for drivers. Work assigned shall be scheduled by the Master Scheduler and is intended to be as assistance on an as-needed basis to employees permanently assigned to a job.

3. Drivers and monitors may be assigned for a school year to duties of Row Captain.

I. 1. Waiting time shall be treated as per Article XXII Section 17 and shall be considered as part of the five hour guaranteed minimum.

2. Work assignments shall not be custodial in nature. Additional work may include but not be limited to stand-by time, inservice training, cleaning buses, clerical/office work, and/or any other driving times.

## J. Oversight Committee

1. An Oversight Committee consisting of four (4) union members selected by the Union President, the Executive Director for the union, four (4) members of management selected by the Director of Transportation or his/her designee and the Director of Transportation shall be formed.

2. The committee shall meet on an as needed basis but no less than once every two months for the purpose of reviewing the workings of Plans A, B, and C and to resolve any problems associated with the operation of the plan.

3. a) Should an employee have a problem with the operation of the plan, it shall first be brought to the employee's appropriate area manager in written form. The area manager shall respond to the employee in writing within five workdays. A copy of the written response shall be sent to the Oversight Committee members. If the problem is not resolved to the employee's satisfaction, it shall then be brought to the Oversight Committee members for resolution prior to the filing of a grievance.

b) Should it not be possible for the committee to meet within fifteen (15) workdays of the employee raising the issue with his/her area manager and/or the employee feels the issue has not been resolved in a satisfactory manner and the issue would be grievable, the employee may if he/she chooses, proceed with filing a grievance.

c) Should the employee desire to file a grievance, the employee shall have fifteen (15) workdays from receiving notification of: 1) the committee's decision regarding the issue; 2) being notified that the committee is unable to meet within fifteen (15) workdays.

4. The Oversight Committee shall meet during paid time for drivers and monitors.

## Section 12.

Monitors who are chosen for promotion to bus driver shall receive their regular hourly rate of pay equivalent, but not exceeding, their regular daily rate of pay while in a standard forty (40) hour driver training class.

## Section 13.

A. When a school operates on a modified student calendar which begins prior to or ends after the traditional school, the additional days beyond the traditional calendar shall be assigned as summer employment.

B. Any work days within the traditional year, other than those in the summer employment period referred to above, shall be offered as follows:

1. First to those employees who are regularly assigned to those routes. An employee not wishing to drive any portion of these days shall have the right to refuse.

2. Upon the refusal of the regularly assigned employee, it shall be offered by seniority to the District and sub drivers.

3. Upon refusal of the above, assignments will be assigned to drivers as make-up time for Plans A and B.

## Section 14.

The School Board will provide discounted rates for all employees. Additionally, the ad hoc committee established in 2008/2009 will continue to meet and evaluate the current Extended Day Care Program and make recommendations as necessary. See Appendix G.

## **ARTICLE VI DAYS AND HOURS**

### Section 1.

The beginning and ending of the regular workday may be varied to meet the individual employee's route schedule.

### Section 2.

All employees shall be employed for the days and hours specified, in Appendix C, exclusive of lunch.

### Section 3.

A. Employees will participate in up to twenty-four (24) hours per annum of professional development as determined by the Director of Transportation. No one day shall exceed eight (8) hours, exclusive of lunch. A minimum of two (2) hours of said professional development shall include training in the area of special education for all employees.

B. Inservice/professional development shall not be held at any of the following times: (a) week-ends (b) evenings (c) Labor Day (d) Thanksgiving Vacation (e) Winter Vacation (f) Spring Vacation including Good Friday (g) President's Day (h) Martin Luther King Day (i) Memorial Day (j) 4th of July (k) Any Other Holiday.

### Section 4.

A. The normal work week shall be 12:01A.M. Saturday through 12:00 midnight Friday and consist of no more than five (5) consecutive days of work at the regular rate of pay.

B. 1. A bus driver's workday shall begin when the bus is moved from its authorized storage area and shall end when the bus is parked at the authorized storage area excluding refueling time.

2. Hours per day for bus drivers will be computed to the nearest one-quarter (1/4) hour or major fraction thereof to include driving time and engaged to be waiting time.

3. Up to five (5) hours per week on the basis of one (1) hour per day will be added to said computation for pre-trip inspections, breakdown time, unusual or unexpected time for waiting in traffic, time for waiting for bus inspection if applicable, sweeping and cleaning bus, record keeping, meeting with school and transportation personnel, fire drills, checking mailboxes once per day and actually operating the fuel pumps for refueling. Three (3) hours of safety meeting(s) at the Transportation Compound during the school year are to be included in this category.

4. If an employee is requesting additional payment for time spent in any of the duties referred to in B.3., prior to the actual payment for time, the entire five (5) hour weekly allocation, (one (1) hour per day), must be utilized.

Any employee requesting pay for hours in excess of his/her contracted amount must complete the designated time record sheet, accounting for the hour per day, on a weekly basis, showing actual time spent on the tasks enumerated in B.3. above.

5. Bus monitors work day shall begin five (5) minutes prior to their assigned departure time and shall end when the bus is parked at the authorized storage area or at the designated drop-off point. Bus monitors assigned to buses in satellite compounds shall be compensated for travel time between the Transportation Compound and the satellite bus location. Hours per day for bus monitors will be computed to the nearest one-quarter (1/4) hour or major fraction thereof.

## **ARTICLE VII DEFINITIONS**

Terms used in this Agreement shall be defined as follows:

### Section 1.

Administrative Rules--The body of regulations adopted by the Department of Education of the State of Florida to clarify and implement State Statutes and the Florida School Code.

### Section 2.

Agreement--The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

### Section 3.

Bargaining Unit--That group of personnel, supervisory, and technical employees determined by the employer and the Bargaining Agent and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining. See Appendix A.

### Section 4.

Certification--Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

### Section 5.

Collective Bargaining--The performance of the mutual obligations of a public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and execute a written agreement with respect to agreements reached concerning the determination of the wages, hours and terms and conditions of employment.

### Section 6.

Cost Center--Any entity within the school system which prepared and maintains a budget or any organized unit within a system that requires a budget.

Section 7.

Emergency--Any situation which is not routine or generally anticipated.

Section 8.

Employee--The term employee when used in the Agreement shall refer to all employees represented by the Bargaining Agent.

Section 9.

Exclusive Bargaining Agent--The agent recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their representative for purposes of collective bargaining.

Section 10.

Fiscal Year--July 1 of one year through June 30 of the following year.

Section 11.

PERC--Means the Public Employees Relations Commission created by Section 447.205, Florida Statutes.

Section 12.

Personnel Files--Means as used in this agreement all records, information, data, or materials maintained by the Board in any form of retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee whether maintained in one or more locations.

Section 13.

School Board--The School Board of Seminole County, the duly elected Board established under Section 1001.32 which has the responsibility for the organization and control for the public schools of Seminole County.

Section 14.

Seminole County Public Schools--All public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Seminole.

Section 15.

Seminole County School Bus Drivers' Association, Inc.--The Association which has been granted the right to represent exclusively the members of the Bargaining Unit .

Section 16.

Seniority--Shall be determined by the total number of continuous years of uninterrupted service from the date of contracting in the respective job classification. An interruption of service shall be defined as resignation, termination or transfer to another job classification within or outside the Transportation Department.

Section 17.

Strike-- 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, the influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public 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 a work after the expiration of collective bargaining agreement and picketing in furtherance of work stoppage.

Section 18.

Superintendent--The secretary and executive officer of the Seminole County School Board who is responsible for the administration of the schools and for supervision of instruction in the Seminole County Schools.

Section 19.

Work Center--Place an employee normally reports for work.

Section 20.

Work Day--The total number of hours an employee is expected to be present and performing assigned duties, exclusive of lunchtime.

Section 21.

Working Hours--Those specified hours when employees are expected to be present and performing assigned duties. This does not include lunch break.

**ARTICLE VIII  
DRUG AND ALCOHOL TESTING**

Section 1. Intent

The parties agree to implement and abide by all aspects of the Federal Omnibus Transportation Employee Testing Act, hereinafter (OTETA), of 1991 that are applicable to members of the bargaining unit who hold a Commercial Driver's License, hereinafter (CDL), Class A, B, or C. The parties agree not to expand the testing and reporting provisions contained in OTETA, except as otherwise contained herein or as otherwise agreed to by both management and the union.

Section 2. Application

This provision shall apply to all employees in positions which require an employee to hold a valid Florida CDL, Class A, B, or C. Persons whose job description requires

or permits them to drive/operate any of the following motor vehicles are subject to this provision: (1) a motor vehicle having a gross vehicle weight rating of 26,001 pounds or more, has declared weight of 26,001 pounds or more, has an actual weight of 26,001 pounds or more; (2) is designed to transport more than 16 persons, including the driver; (3) is a school bus designed to transport more than 10 persons, including the driver; or, (4) is a vehicle transporting hazardous materials and is required to be placarded in accordance with 49 CFR Part 172, Subpart F. This provision shall not apply to persons who hold a CDL for purposes not connected with their employment by the Board.

### Section 3. Definitions

#### Explanatory Notes

The specific abbreviations shall be as follows, and wherever such terms are used in this article, they shall be used as follows:

- ADAPM** - Anti-Drug/Alcohol Program Manager
- CDL** - Commercial Driver's License
- DHHS** - Department of Health and Human Services
- EAP** - Employee Assistance Program
- EBTD** - Evidential Breath Testing Device
- FHWA** - Federal Highway Administration
- MRO** - Medical Review Officer
- OTETA** - Federal Omnibus Transportation  
Employee Testing Act
- SAP** - Substance Abuse Professional

A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

B. Alcohol Use: Alcohol use is the consumption of any beverage, mixture or preparation including any medication containing alcohol.

C. Anti-Drug/Alcohol Program Manager (ADAPM): The key contact person in relation to the Federal Omnibus Transportation Employee Testing Act, hereinafter OTETA, guidelines.

D. Confirmed Alcohol Test Result: A test result indicating an alcohol concentration of .02 or greater but less than .04 as indicated by an Evidential Breath Testing Device, hereinafter EBTD.

E. Confirmed Positive Alcohol Test Result: A test result indicating an alcohol concentration of .04 or greater as indicated by an EBTD.

F. Covered Employees: All employees who are employed in positions which require the employee to hold a valid Florida CDL, Class A, B, or C, as a condition of employment on and after the effective date of this provision.

G. Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes cannabinoids, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, and misuse of legally prescribed obtained prescription drugs. The term drug shall include the term "controlled substance" and the terms may be used interchangeably in this provision.

H. Drug Use: Drug use is the consumption, ingestion, injection, inhalation or other use of any drug/controlled substance.

I. On-Duty: All time from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performance of work.

J. Possession: No employee while on duty shall possess drugs/controlled substances or alcohol on any school board premises, including vehicles used on duty or at any school or school board sponsored function regardless of location. Alcohol in common cosmetic products shall not be considered possession unless the alcohol content is as defined in Federal Highway Administration, hereinafter FHWA, Regulations.

K. Refusal to Submit: Refusal to submit to an alcohol or controlled substances test means an employee:

(1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing;

(2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or,

(3) engages in conduct that clearly obstructs the testing process.

L. Safety-Sensitive Functions: Any on-duty functions.

#### Section 4. Education and Notice Requirements

A. Notice to Affected Employees: In an annual inservice or safety meeting the Board will provide to all covered employees continuous education on drug and alcohol testing and provide the reasons for conducting said test(s). The Board will provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

B. Education and Training: The Board shall provide educational materials that explain the requirements of the program and its policies and procedures with respect to meeting requirements. All educational materials will be provided in English and Spanish. If a written request is submitted and it is determined that education and training other than in English is needed, the Board will provide the education and training in that language either in oral or written form.

## Section 5. Prohibited Conduct

A. No employee shall report for duty while under the influence of any drug or alcohol.

B. No employee shall operate a motor vehicle within four (4) hours after using alcohol.

C. No employee shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. No employer having actual knowledge that an employee possesses unmanifested alcohol may permit the employee to drive or continue to drive a commercial motor vehicle.

D. No employee required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post accident alcohol test or whichever occurs first.

## Section 6. Testing

A. It is the intent of the Board to comply with all alcohol and controlled substance testing procedures contained in 49 Code of Federal Regulations Parts 40, 382, and 383. The Board recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the U.S. Department of Health and Human Services, hereinafter DHHS.

If any collection site, lab or Medical Review Officer, hereinafter MRO, other than one from a State or district bid list is selected to provide services for the Board, the Union and the Board must mutually agree.

B. Failure of the employee to submit to any required drug or alcohol test is considered a positive test result in accordance with FHWA Regulations.

C. The following are conditions under which testing will be conducted as required by Federal Regulations or when circumstances warrant. All employees who have been given notice shall immediately report to the testing site.

1. Random Testing

a) All covered employees shall be subject to random, unannounced drug and alcohol testing. The annual random rate for alcohol testing shall be a minimum of 10% of the covered employees. The annual random rate for controlled substance testing shall be a minimum of 50% of the covered employees.

b) The selection of covered employees to be tested for both drugs and alcohol shall be made by a neutral party. Random testing shall follow FHWA Regulations.

2. Reasonable Suspicion Testing

a) Testing for reasonable suspicion shall be conducted in accordance with the FHWA Regulations.

b) A supervisor or designee outside any bargaining unit who has been trained in accordance with the requirements of FHWA Regulations shall require an employee to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that an employee has violated the prohibitions contained in the FHWA Regulations.

- (1) The employer's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous articulable observations concerning:

- a) the appearance of the employee,
- b) the behavior of the employee,
- c) the speech of the employee, or
- d) the body odors of the employee.

(2) The employer's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning:

- a) the appearance of the employee,
- b) the behavior of the employee,
- c) the speech of the employee, or
- d) the body odors of the employee.

The observations may include indications of the chronic and withdrawal effects of controlled substances.

c) The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor/administrator who has been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse.

### 3. Post-Accident Testing

a) Accidents shall be defined as an incident involving a commercial motor vehicle in which there is a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

b) Post-Accident testing should occur as soon as practicable following an accident as defined above if:

- 1) the employee receives a citation under state or local law for a moving traffic violation arising from the accident; or,
- 2) a fatality occurs (if a fatality occurs, each surviving employee shall be tested for alcohol and controlled substances).

### 4. Follow-up Testing

The Board shall ensure that unannounced follow-up alcohol and/or controlled substance testing, as directed by a Substance Abuse Professional, hereinafter the SAP in accordance with FHWA Regulations, shall occur when it is determined that a covered employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of drugs. The number and frequency of follow-up testing shall be determined by the SAP.

D. All tests will be conducted and completed on duty time. The employee shall receive additional pay at his/her regular hourly rate or overtime rate, whichever is applicable should the time needed to complete the required testing exceed the employee's regularly established duty time.

## Section 7. Test Results

A. The MRO shall not be an employee of the Board.

B. According to regulations, the MRO shall notify the affected employee of a confirmed positive test result. According to regulations, the MRO shall notify the ADAPM of the test results within three business days of completion of the MRO's review. The ADAPM will notify the employee of confirmed positive and negative test results within three work days following notification of said test results by the MRO.

C. The Board shall use the split sample option and comply with all regulations related to such option. In the instance an employee requests to use the split sample for additional testing, the second test shall govern the test results. The second test will be conducted at a different DHHS certified testing laboratory as directed by the MRO. If the second test is negative, the Board shall pay all costs of the second test. If the second test is positive, the employee shall pay the cost of the second test.

#### Section 8. Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results received by the District in conjunction with its substance abuse and alcohol testing programs are considered confidential communications, and such information will not be disclosed or released except as authorized pursuant to State and Federal laws or regulations or written consent by the person tested. All employees are required to adhere to this confidentiality provision.

#### Section 9. Stand-Down Status

A. A second alcohol test will be required within one hour of the first test when an employee's alcohol test results range from .02 to .039. If the second test results are below .02 the employee shall resume normal work duties. If the second test results are .02 to .039, a 24-hour stand-down will be imposed. The employee will be required to take official leave and will be referred to the Employee Assistance Program, hereinafter the EAP, by the ADAPM.

At the employee's election, he/she may choose to use available appropriate leave. An employee placed on stand-down time will be subject to a return-to-duty test prior to returning to duty.

B. 1. An employee who tests at an alcohol concentration level of .02 to .039 as measured by an EBTD for a return-to-duty test following the 24 hour stand-down period shall:

a) be referred to a SAP for evaluation;

b) at the employee's option and expense shall be granted available appropriate leave to enter into a rehabilitation program; and,

c) upon verification from the SAP that the employee is fit for duty, be returned to a non-safety sensitive position and subject to return-to-duty testing and 12 months of follow-up testing.

2. Non-safety sensitive positions shall be in the following job classifications: school lunch assistant; custodial; and/or, bus monitor. Placement into these positions will be based upon first available vacancy and qualifications as identified by Board approved job descriptions. It is understood that all provisions of the OTETA requirements will apply to those employees who are re-assigned pursuant to this language. Refusal of placement will constitute no further obligation by the Board to continue the employment of the employee.

C. Subsequent to reassignment to a non-safety sensitive position, any employee who tests .02 or greater on the confirmation test as measured by an EBTD shall be just cause for termination.

#### Section 10. Consequences of Confirmed Positive Test Results

A. A positive test for drug use shall be just cause for termination.

B. 1. An employee who tests at an alcohol concentration level of .04 or greater shall:

- a) be referred to a SAP for evaluation;
- b) at the employee's option and expense shall be granted available appropriate leave to enter into a rehabilitation program; and
- c) upon verification from the SAP that the employee is fit for duty, be returned to a non-safety sensitive position and subject to return-to-duty testing and 12 months of follow-up testing.

2. Non-safety sensitive positions shall be in the following job classifications: school lunch assistant; custodial; and/or, bus monitor. Placement into these positions will be based upon first available vacancy and qualifications as identified by Board approved job descriptions. It is understood that all provisions of the OTETA requirements will apply to those employees who are re-assigned pursuant to this language. Refusal of placement will constitute no further obligation by the Board to continue the employment of the employee.

C. Subsequent to reassignment to a non-safety sensitive position, any employee who tests .02 or greater on the confirmation test as measured by an EBTD shall be just cause for termination.

#### Section 11. Evaluation and Treatment

A. Each covered employee who acknowledges to the Director of Transportation and/or the ADAPM a current drug/alcohol dependency condition shall be placed on official leave to successfully resolve problems associated with the use of prohibited drugs or alcohol misuse. At the employee's election, he/she may choose to use any available appropriate leave. Upon verification from the SAP to the ADAPM that the employee is fit for duty, the employee shall be returned to duty in his/her original position, or an equivalent position if the original position is no longer available.

If an employee is returned to duty, he/she shall be required to take a return-to-duty-test and will be subject to unannounced follow-up tests. A positive return to duty test or follow-up test will result in immediate termination.

B. The District shall make available to an employee who voluntarily acknowledges a drug/alcohol problem and/or who participates in a rehabilitation program a list of all available resources for evaluation and treatment of a drug/alcohol problem.

C. Each employee who has been found to have a confirmed or confirmed positive test result shall be advised by the ADAPM of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses and telephone number of SAPs and counseling and treatment programs.

D. In addition, employees deemed fit for duty by the SAP and who return to duty shall be subject to unannounced follow-up alcohol and controlled substance tests administered by the employer following the employee's return to duty in accordance with FHWA Regulations.

E. Evaluation and rehabilitation shall be provided by a SAP not employed with the employer. The EAP shall be acceptable as long as the EAP is through an outside company that does not employ Board employees.

F. All costs for required testing shall be borne by the employer.

G. Rehabilitation costs shall be borne by the employee.

## **ARTICLE IX EMPLOYMENT CONDITIONS**

### Section 1. Probationary Employees (Annual Employees)

A. The first three (3) years of employment during which an employee holds the status of annual employee shall be considered the probationary period. For the first sixty (60) workdays and until the fingerprinting process is completed and a determination is made by the District Professional Standards office of compliance with standards of good moral character, new employees:

1. Will receive and accrue all benefits as set forth in the contract.
2. May be terminated without cause.
3. Will at the completion of the sixty (60) day period, if requested, receive a written general assessment.

B. Should the fingerprints of a new employee not clear within the sixty (60) day period, for the purpose of fingerprints only, "A.2." above shall apply, otherwise the provisions for an annual employee, which follows shall apply.

### Section 2. Annual Employees

A. An employee who has been hired for less than three (3) continuous years without a break in service will be considered an annual employee and shall have no expectation of employment beyond the period of employment for which he/she is employed. However, if an annual employee is recommended for suspension or termination during his/her present period of employment, it shall be for just cause. No employee shall be arbitrarily given a written reprimand.

B. Non-renewal of annual employees for the ensuing fiscal year shall not be considered termination.

C. Annual employees shall be notified in writing at least one week prior to the Superintendent submitting recommendations for reappointment to the School Board, if these employees are not being recommended for reappointment. Failure to give such notice shall not constitute reappointment. An employee so affected may request a conference with the supervisor to discuss such actions.

D. An annual employee who receives an assessment/evaluation that is no less than "satisfactory" and is not renewed for the subsequent fiscal year shall be entitled, upon request, to a conference with the Superintendent or his/her designee. The employee shall be entitled to representation at this conference, if desired.

E. If an annual employee transfers or is transferred to another cost center at the end of the third year, that employee may be continued as an annual employee for the fourth (4) year at the discretion of the receiving cost center supervisor provided the employee has been notified in writing prior to the transfer.

F. The parties agree that a third year annual employee who has exhibited performance problems may be offered a fourth year annual contract in lieu of non-renewal. By signing SCS Form 1033 (Rev. 08-95), the employee waives his/her right to status as a regular employee as provided in the collective bargaining agreement. No employee shall be asked to sign the waiver if he/she has not been evaluated at least thirty days prior to presentation of the waiver, has not been notified or conferenced with, given recommendations and an opportunity to improve performance and has not had a follow-up evaluation.

G. Reappointment/intent-to-return forms for the purpose of accepting employment for the following school year shall be given to annual employees no later than ten (10) work days following the School Board meeting in which reappointments are acted upon and shall be signed by the employee no later than five (5) work days from receipt of said form.

### Section 3. Regular Employees

A. After being hired for three (3) continuous years (without a break in service) an employee shall be presumptively eligible to be offered an employment

contract for the following year unless there shall be a district-wide reduction of force for economic reasons or reduction of services. If there is such a reduction employees shall be laid-off and recalled pursuant to the negotiated reduction in force provisions of this agreement.

B. A regular employee who has been hired for four (4) or more years may only be terminated for just cause except as otherwise provided in A. above.

C. If within sixty (60) work days of the regular employee being promoted, within the same cost center, in the judgment of the supervisor the employee's quality of work is not such as to merit continuation in the new position, or the employee requests a transfer to his/her original position, he/she will be returned to his/her original (lower) position. The employee's rate of pay shall then be adjusted to that in effect for the lower position.

D. Regular employee status is granted only within the same bargaining unit.

#### Section 4. Discipline and Termination

A. Regular employees who have been hired for a minimum of three (3) continuous years (without a break in service) shall not be disciplined (which shall include reprimands), suspended or terminated except for just cause.

B. Warnings shall be reviewable through Step II of the grievance procedure.

C. An employee may be suspended without pay or discharged for reasons including, but not limited to, the following providing just cause is present.

1. Violation of School Board Policy.
2. Violation of work rules.
3. Insubordination-Refusal to follow a proper directive, order, or assignment from a supervisor.
4. The possession and/or the use of intoxicating beverages or controlled substances, while on duty, after reporting for work and until after the employee leaves the work site after the equipment, if applicable, has been checked in.

5. Endangering the health, safety or welfare of any student or employee of the District.
6. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
7. An act committed while off duty, which because of its publication through the media or otherwise, adversely affects the employee's performance or duties, or disrupts the operations of the District, its schools or other work/cost centers.
8. Improper use of sick leave.
9. Failure to perform assigned duties.
10. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent or designee.
11. Intentional or negligent damage to School Board property.

D. When a supervisor/administrator determines that the action of an employee or group of employees warrant a reprimand, same will be conducted in private except in instances where behavior of the employee or group of employees requires immediate action on the part of the supervisor/administrator, the supervisor/administrator will use discretion.

E. When an employee is recommended for suspension without pay or termination, he/she shall be advised that he/she is entitled to a formal evidentiary hearing under Florida Statutes 120.57(1) if the facts upon which the recommendation is based are contested or an informal hearing under F.S. 120.57(2) if the facts underlying the recommendation are not contested. All informal hearings will be conducted by the School Board, or a hearing officer, at the discretion of the School Board.

F. Notwithstanding Section 4.C. above, the Superintendent may suspend an employee, without pay, up to and including five (5) work days which shall be reviewable through Step III of the grievance procedure.

## Section 5. Vacancies

A. Until May 15th of each school year all bus routes and bus monitor positions that become vacant shall be posted on the first and third Monday of the month.

B. Vacancies shall be posted for five (5) work days in a conspicuous place at the Transportation Compound. A copy of said posting shall be forwarded to the Association Office.

C. The position shall be filled by the administration within fifteen (15) working days following the close of the posting.

D. Vacancies shall not be filled with new employees prior to consideration of qualified personnel within the system who have requested a transfer to that particular position.

E. Seniority will be the criteria for filling vacancies during the school year.

F. Once an employee has successfully applied for a new assignment, he/she shall not be eligible to reapply for the remainder of the school year. This shall apply to drivers and monitors.

## Section 6. Reduction in Force

In the event the Superintendent determines that an employee service (driver or monitor) must be reduced during the fiscal year, for economic reasons, such reduction in staff shall be based on objective, reasonable and non-discriminatory standards. In such reduction in staff the order of lay-off shall be based on length of uninterrupted service in that particular service area. The employee with the longest length of uninterrupted service in that particular service area shall be the last to be laid-off.

In the event of recall, the employee with the longest length of uninterrupted service in the job description area shall be recalled first. Failure to respond to a recall within ten (10) work days automatically terminates the employee's right to recall.

## Section 7. Evaluation

A. The purpose of evaluation is to assess and/or improve the quality of the employee's services.

B. Only the principal or his/her designee, supervisor or cost center director/manager, shall serve as bargaining unit evaluators. A principal, or his/her designee, supervisor, or cost center director/manager, may require input for evaluation purposes by employees who have been designated the responsibilities of directing other employees in their work assignments. Members of this bargaining unit shall not be required to evaluate other members of this bargaining unit.

C. All observing of the work performance of a bargaining unit member shall be conducted openly.

D. A general assessment of each employee's performance shall be completed by March 1st. The employee may request a conference to discuss the contents of said assessment. An annual assessment of each employee shall be completed no later than the last day of employment. The employee may request a conference to discuss the contents of the annual assessment.

E. All employees on regular employee status within the bargaining unit will be evaluated once every three (3) years as per present contract procedures:

1. A formal annual assessment will be conducted using the appropriate evaluation form on each bargaining unit employee in compliance with the timeline established in Section D.

2. Unless otherwise notified, for the next two (2) years, a form signed by both employee and administrator will be used confirming the employee has demonstrated satisfactory performance for the employment year. This form meets contract language concerning general/annual evaluation, and will be completed by the timelines established in Section D.

3. An employee who is assigned or transfers to a different position within the bargaining unit shall be evaluated through the procedures outlined in Section D. regardless of where he/she was in the three year cycle in his/her position. After the first year in the new position, the employee may be evaluated using the procedures outlined above at the discretion of the supervisor.

4. Should the supervisor identify an area of concern in the employee's performance at any time in the three year cycle, the normal evaluation procedures as delineated in the collective bargaining agreement, which shall include the use of the regular Board approved evaluation form, shall be followed.

F. In the course of the evaluation process, the evaluator shall give the employee a copy of the completed evaluation form which is in triplicate. All copies of this form shall be dated and signed by the employee and evaluator, with two (2) copies retained by the evaluator and the third copy given to the employee. The employee's signature shall not be construed as an agreement to said evaluation. The employee shall have the opportunity to comment on the same form. If requested, the employee shall have a conference with the evaluator.

G. 1. Any employee whose performance is deemed to be unsatisfactory shall be advised by his/her supervisor of the deficiency (ies).

2. Recommendations for improvement shall be provided to the employee.

3. It is understood that corrections of said deficiencies are the employee's responsibility.

4. In no event shall an employee receive a rating of unsatisfactory on the annual assessment unless the stated deficiency was noted in a prior general assessment, observation report or memo at least thirty (30) days prior to the date of the annual assessment. However, should an employee's performance become unsatisfactory subsequent to the annual assessment, the assessment may be amended to reflect same.

H. The record of evaluations included in the personnel file will be one (1) of the factors taken into consideration of personnel action such as demotion, dismissal, transfer, promotion, non-renewal or renewal.

### Section 8. Investigation of Complaints

A. A complaint is a statement of inappropriate or improper conduct or misconduct made by a person or group of persons against an employee or group of employees. A complaint may also arise from an independent law enforcement agency investigation where due process standards have been observed.

B. Before any investigation of a complaint begins, the person, persons or law enforcement agency making the complaint must reduce the complaint to writing which must be signed and dated (or the complaint must be reduced to writing with the name, address and telephone number of the person complaining and signed and dated by the School District person receiving the complaint). The complaint must be specific about the matters on which the complaint is based. No formal disciplinary investigation shall be undertaken until the complaint has been investigated by the School District and the facts verified in writing.

C. 1. The cost center administration shall complete its initial investigation, reach a decision as to probable cause, provide a copy of the complaint and the initial investigative file to the employee, and file a copy of the complaint and initial investigative results in a "personnel file" as required by Florida Statutes 1012.31.

2. If disciplinary action is to be taken or recommended as a result of an investigation the decision or recommendation must be made within the following time limits.

a) Any letter of concern, warning, reprimand, or lesser discipline must be issued to the employee within the prescribed timelines as established in statute, policy, and/or contract language. A copy of the complaint(s) and investigative results must also be provided as an attachment.

b) Any recommendation for suspension or termination must be made by the Superintendent within ten (10) days of the date upon which the employee is given a copy of the final investigative file.

D. Any employee may be suspended with pay pending investigation of a complaint, at the discretion of the Superintendent. The Superintendent may recommend that the employee be suspended without pay.

That recommendation shall be considered by the School Board at its first regular or special meeting following the recommendation. The employee shall be given notice of the meeting and an opportunity to speak to the issue of suspension without pay and present evidence as to why the employee should not be suspended pending conclusion of the matter. The employee shall have the right to be represented by an Association representative or attorney of his/her choice at the meeting. The School Board may terminate or continue the suspension. Such suspension shall not be deemed to be discipline. In the event probable cause is not found or the charges are dismissed the employee shall be immediately reinstated and paid all back pay and benefits.

E. If the administration chooses not to investigate a complaint, a copy shall be provided to the employee against whom the complaint is made, but no copy or record of the complaint shall be placed in the employee's personnel file. Uninvestigated complaints will not be used as the basis for any reprimand or other discipline, non-renewal of employment or negative comment on an observation, general assessment or annual evaluation.

F. If the 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 a copy provided to the employee.

G. Any investigation of a complaint shall not be deemed an observation for evaluation purposes with regard to the condition that all observations shall be open.

## Section 9. Personnel Files

The personnel file of a Bargaining Unit member shall be maintained according to the following procedure:

A. Upon request, the employee, or any person designated in writing by the employee, shall be permitted to examine his/her personnel file.

B. The employee shall be permitted conveniently to reproduce any materials in the file at a cost no greater than five (5) cents per page.

C. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under the laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

D. A copy of materials to be added to the employee's file shall be provided to the employee either:

1. By certified mail, return receipt requested to his/her address of record;

or,

2. By personal delivery to the employee. The employee's signature on a copy of the materials to be filed, shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

E. When an employee requests the Superintendent to conduct an informal inquiry regarding material placed in his/her personnel files, the Superintendent or his/her designee shall commence the investigation within ten (10) work days. The official making the inquiry shall append a written report of his/her findings to the material within fifteen (15) work days after the conclusion of the investigation. The employee shall receive a copy of the written findings.

F. No materials relating to work performance, may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.

#### Section 10.

Every effort will be made to notify the employee as soon as possible, whenever the employer contends that an employee has violated any directive, rule, regulation, or policy. The employee shall be notified by his/her supervisor, as soon as possible, but no later than ten (10) working days, with the employee being informed of the directive, rule, regulation or policy allegedly violated.

#### Section 11. Absence Without Leave

A. Employees shall report absences in accordance with Article XXII, (Working Conditions) Section 14. However, an employee who fails to report for work within the guidelines of Article IX, Section 17. (Tardiness) shall be considered absent without leave, except in cases of verifiable emergencies as defined in Section 17. C.1 and C.2.

B. An employee who has been determined to have been AWOL shall be subject to the following progressive discipline procedures:

1st offense - written reprimand and 1 day suspension

2nd offense - 5 day suspension

3rd offense - recommended for termination

C. Each day that an employee is AWOL shall be considered a separate offense. The total number of offenses will not be considered cumulative from one school year to the next. However, any documentation of offenses in this section shall be maintained in the employee's personnel file.

## Section 12.

A. No member of this bargaining unit shall be assigned dispatching duties on a regular basis.

B. Should it become necessary to assign a bargaining unit member dispatching duties, he/she shall be instructed to refer incoming complaint calls about bargaining unit members to the administration.

## Section 13.

As a condition of continued employment bus monitors must successfully complete the physical skills examination which is required for bus drivers.

## Section 14.

The Board shall maintain and transmit to the Association on or before July 15th of each year updated seniority lists. A seniority list shall be posted in a conspicuous place at the Transportation Compound. Placement on the seniority list shall be based on the employee's length of total continuous service in the same position from the date of hire. There shall be a separate list for drivers and monitors.

## Section 15. Summer Employment

A. No later than May 1st, management shall make available applications for summer employment. It shall be the responsibility of the employee to turn applications in to the Transportation Office no later than May 4th. A list, by seniority, of all employees who applied for summer employment shall be posted by May 15th in a conspicuous place at the main compound.

B. Employees who have applied for summer employment and are initially selected for summer work shall be notified as to whether or not they will be employed for the summer no later than the last day of student attendance with every reasonable effort being made by the Board to notify employees prior to that date and as early as possible.

C. Seniority will be the criteria for summer employment.

D. No assignments for summer activity runs or summer field trips shall be given to any driver/monitor who is not selected as a summer employee following the prescribed procedure for the selection of summer school/summer work employees.

E. In making summer assignments, no driver shall be assigned to a monitor's position if there is a monitor with ESE experience who has applied for summer work and who is still available to work.

F. OPS employees shall not be assigned to summer employment when contract drivers and contract monitors are available.

G. No bus driver shall be employed for less than five (5) hours a day unless by mutual agreement.

H. No bus monitor shall be employed for less than four (4) hours a day unless by mutual agreement.

I. After the last day of student attendance, employees who had initially accepted summer work and subsequently turned the route back without sufficient cause, which shall include personal or immediate family illness, shall be ineligible to apply for summer work the following summer.

#### Section 16. Mid-Day Runs

A. Mid-day runs shall be filled with regular monitors if regular monitors are available.

B. When drivers who are employed on a flexible schedule are not available, mid-day runs shall be filled by district drivers on a rotating basis when regular drivers are absent.

#### Section 17. Tardiness

A. Should an employee arrive at work from seven (7) minutes up to one (1) hour beyond the employee's regularly assigned reporting time, the following progressive discipline steps shall be taken:

1. First offense - The Director of Transportation or his/her designee will fully explain the provisions prescribed herein to the employee in the employee's primary language within a reasonable period of time which may not exceed three (3) work days after the employee's late arrival. The affected employee will be assigned as a sub-driver/monitor for the day with no loss of pay.

2. Second offense - The Director of Transportation or his/her designee shall meet with the employee within a reasonable period of time which may not exceed three (3) work days after the employee's late arrival and issue an oral reprimand. The affected employee shall be assigned duties as the management deems appropriate, however, said duties shall not be custodial in nature. Said employee shall suffer no loss of pay.

3. Third offense - The Director of Transportation or his/her designee shall issue a written reprimand which shall be placed in the employee's personnel file. Said employee shall be denied the right to work for one-half (1/2) of the employee's assigned time and shall be docked one-half (1/2) of a day's pay. This one-half time penalty will be scheduled before the end of the following pay period.

4. Fourth offense - Upon recommendation of the Superintendent, said employee shall be suspended by the School Board for the appropriate number of hours equivalent to one (1) day without pay.

5. Fifth offense - Upon recommendation of the Superintendent, said employee shall be suspended by the School Board for the appropriate number of hours equivalent to three (3) days without pay.

6. Sixth offense - Upon recommendation of the Superintendent to the School Board, said employee shall be terminated.

B. Nothing herein shall preclude the Board from utilizing patterns of tardy incidents of less than seven (7) minutes for the purpose of determining performance problems resulting in appropriate progressive discipline and/or as a component of just cause for purposes of dismissal. The total number of offenses will not be considered cumulative from one school year to the next. However, any documentation of offenses in this section shall be maintained in the employee's personnel file.

C. 1. An employee who is tardy due to a verifiable emergency shall be permitted to submit a notarized affidavit with a full explanation of the occurrence. The affidavit shall contain the name(s) and phone number(s) or address(es) of an individual or individuals who can attest to the information provided. An affidavit that is found to be falsified shall be grounds for termination.

2. Emergencies fitting this category shall include but not be limited to road closings, accidents, and "Acts of God." Tardiness due to an emergency as defined in this article shall not be subject to penalty. Oversleeping, a pattern of vehicular breakdowns or running out of gas shall not be considered an emergency.

#### Section 18. New Equipment/Devices

A. Should the District or Management place any new equipment/devices which are intended to monitor or evaluate driver performance on any vehicle driven by a member of the Bargaining Unit, the driver shall be notified prior to the use of the bus.

B. Any equipment/device which is installed for testing purposes, shall not be used to monitor, discipline, reprimand or terminate an employee. Documentation, written, recorded or computerized that is created by or from the installation of such equipment/devices shall not become part of the employee's personnel file, nor shall the documents contain the name or social security number of any employee.

## **ARTICLE X FIELD TRIPS**

### Section 1.

A. Field trips and weekend or extra-curricular trips shall be considered as regular employment and shall be compensated at the appropriate rate.

B. The assignment process that follows will not be utilized if there are Plan A or Plan B drivers available to drive field trips as part of their regular assignment. The rotation will be followed when additional field trip drivers are necessary.

### Section 2. Assignment

A. 1. The Transportation Department shall be responsible for securing employees for field trips, weekend or extra-curricular trips. Such trips will be driven by non-bargaining unit members only in case of emergency.

2. When a driver is assigned a field trip, management must provide/assign a bus for the trip.

B. Field trips outside of regularly assigned duty hours will be taken by employees who volunteer for field trips. For volunteers, selection will be made by the Transportation Department as follows:

1. The Director of Transportation or his/her designee shall divide the county into eight (8) areas using each of the high schools as the hub for the feeder schools in the area.

2. During pre-school inservice, route drivers wishing to volunteer to work field trips shall select one area, either the area in which they end in the morning or afternoon run, or the area closest to the area in which they end in the morning or afternoon. During pre-school inservice SWOP, district and sub drivers wishing to volunteer to work field trips shall select one area for the assignment of field trips through the rotation system.

Once a selection is made it shall remain in effect for the school year, unless a driver's primary area of assignment is changed. Then that employee may, if desired, change the area of field trip assignment to coincide with the new area.

If this change is made, the driver will be placed in the rotation for the specific area with one (1) hour more than the driver with the highest number of hours who is not under penalty. District drivers shall notify dispatch at least twenty-four (24) hours in advance of any assigned field trips in order to be assigned in the field trip area on the day of the trip, if possible.

3. Each year a list of volunteer drivers for each area shall be compiled by the Director of Transportation or his/her designee. Also, a list of volunteer monitors shall be compiled each year by the Director of Transportation or his/her designee. The list shall be ranked in order of seniority, placing the employee with the most seniority in the first position, and the employee with the least seniority in the last position. Drivers and monitors will have separate seniority lists. Any employee wishing to volunteer to work a field trip after the initial sign up will be credited with one (1) hour more than the employee with the most accumulated hours in that area excluding penalty hours.

4. The first trip for each area shall be offered to the driver at the top of the list for that area. Each successive trip in each area shall be offered to the driver in rank order of the list until each driver has been offered one trip.

The first trip shall be offered to the monitor at the top of the list. Each successive trip shall be offered to the monitor in rank order of the list until each monitor has been offered one trip.

Once each employee on the individual list has been offered a trip, trips will be rotated through the list of employees based on each trip being offered to the employee with the fewest number of field trip hours, including penalty hours.

5. Should there be no one available to drive a trip in a specific area from the list, the trip shall be offered to the next driver in the area of closest proximity to the desired area following the rotation system described below:

FIELD TRIP

Oviedo  
Lake Brantley  
Lyman  
Lake Mary  
Crooms  
Seminole  
Winter Springs  
Lake Howell  
Hagerty

ALTERNATE

Lake Howell  
Lyman  
Lake Brantley  
Winter Springs  
Seminole  
Crooms  
Lake Mary  
Oviedo  
Oviedo

6. A roster of volunteer employees and field trip hours will be posted outside the dispatch window by the first (1st) and third (3rd) Monday of every month.

7. a) When a trip is offered to an employee in rotation, the total number of correct hours of the trip will be charged to the employee whether employee accepted the trip or not.

b) Once a field trip is received by an employee, that employee will have forty-eight (48) hours to accept or refuse the field trip. A failure to respond will be considered a refusal and the employee will receive forty penalty hours for each failure to respond.

An individual, upon written request, may remove his/her name from the field trip rotation for a minimum of the remaining portion of that grading period. During that time, the total number of correct hours of the trip assigned will be charged to the employee, so that the employee will re-enter the rotation at the point at which they exited. An individual may opt out of only one grading period per school year.

If an employee refuses a field trip (either by failure to respond or a refusal) more than three times in a grading period that employee shall be removed from the rotation system for the remainder of the current grading period and the immediately following grading period.

A field trip oversight committee will meet each grading period to review the field trip assignment process. The committee will consist of four (4) union members selected by the Union President, the Executive Director for the union, four (4) members of management selected by the Director of Transportation or his/her designee and the Director of Transportation.

8. Except in emergencies or with approved leave, failure of an employee to report for an assigned field trip without forty-eight (48) hours prior notification to the Transportation Department shall result in the employee having forty (40) hours of field trips charged to him/her.

9. When an employee is offered a field trip within forty-eight (48) hours in advance of the departure time of the trip, and refuses it, no hours will be assessed.

10. The employee must work the shift prior to a field trip or the trip will be reassigned.

11. An employee assigned a field trip shall not reassign the trip to another driver. Such action will result in appropriate level of discipline under just cause.

12. For nights, weekends, holidays and non-school day trips which are in-county, drivers will be guaranteed a minimum of four (4) hours paid time and such trip may be scheduled as a split trip.

13. When a trip is canceled, the estimated hours that were charged to the driver shall be removed within three (3) workdays of the cancellation.

14. A driver who refuses a trip on a specific date and then is offered a second trip on the same date shall be charged the hours for the first trip only.

15. An employee who is absent and on approved leave for ten (10) or more workdays, or who is on worker's compensation (light duty), and is in the field trip rotation system shall be removed from the rotation system during the approved leave. Upon returning to work, the employee will be placed in the rotation at the place which represents 50% of the variance of the hours of the field trip rotation list to which he/she is assigned.

16. Only the paid hours worked beyond the normal route time will be assigned to a driver for the purpose of rotation.

### Section 3. Driving Time

A. Driving time for field trips shall begin when the bus is moved from its authorized storage area. Employees are requested, when practical, to be at the departure point fifteen (15) minutes prior to the scheduled time of departure. Driving time ends when the bus is parked at its authorized storage area. Drivers shall be paid for sweeping, fueling, putting up bus windows, emptying trash and securing the bus.

B. It is understood that drivers will be available to supervise materials, equipment or students upon request during the time of the trip. Under no circumstances will employees be expected to supervise students during sleeping time on overnight trips.

C. A record of driving time for each assignment shall be reported by the employee to the Transportation Department at the earliest possible time, but not later than the first day of the pay period following the pay period in which it was worked.

D. Specific directions from the assigned school to the assigned field trip destination will be provided to the driver upon request.

### Section 4. Compensation and Expenses

A. When driving field trips outside the assigned workdays, employees shall be paid their regular hourly rate.

B. Payment for overnight trips shall be determined by the applicable rules of the Fair Labor Standards Act as long as said Act is applicable.

C. On extended field trips outside of Seminole County, employees may be paid actual cost of meals not to exceed amounts specified by Florida Statutes for State employees and Board policy. Employees requesting reimbursement under this paragraph shall have thirty (30) minutes deducted from their field trip pay for each meal for which they are reimbursed.

D. Rotation field trips out of county between A.M. and P.M. routes shall be a continuous trip, not a drop-off and pick-up except for trips to adjoining counties, however trips to the facilities in the Science Center Complex shall be considered continuous trips if the estimated time between arrival and departure time is less than two (2) hours.

E. 1. If an employee is scheduled for a field trip on a school day (Monday through Friday) that has been canceled by the school without at least twenty-four (24) hours notice to the Transportation Department, except for the "Acts of God," then the employee shall be paid a minimum of one (1) hour or the actual time worked if in excess of one (1) hour.

2. If an employee is scheduled for a weekend field trip that has been canceled by the school without at least forty-eight (48) hours notice to the Transportation Department, except for the "Acts of God" then the employee will be paid a minimum of four (4) hours.

3. The cancellation rule does not apply to tournaments and contests scheduled on consecutive days where continued participation is dependent upon the team(s) winning.

#### Section 5. Emergency Trips

A. An emergency trip is any trip that is unassigned within 24 hours of its scheduled depart time due to driver declines.

B. Field trips offered in emergency situations shall accrue regular rotation hours.

C. Twenty-four (24) hours prior to the trip starting, the trip will be offered to the specific field trip area. If no response, trips will be offered to the alternate area. If no response, trips will be assigned to first available response countywide. Should there be less than 24 hours to secure a driver/monitor for a trip, a countywide all-call may be made immediately thus bypassing the specific area and the alternate area.

D. The field trip printout will identify all trips assigned as emergencies.

## **ARTICLE XI GENERAL PROVISIONS**

### Section 1.

The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status or handicap. Membership in the Bargaining Agent shall not be denied to any employee because of race, creed, color, religion, national origin, age, sex, marital status or handicap.

### Section 2.

The Bargaining Agent agrees to encourage each member to assist in the maintenance of this contract.

### Section 3.

The Bargaining Agent, its members and the Board agree to abide by laws and regulations of the Federal and State governments prohibiting discrimination, to support the programs and plans of the school system, and encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities with the School Board of Seminole County.

### Section 4.

Any involvement of the School Board into the private and personal life of an employee shall be of no concern to the Board unless there is evidence that such activities affect the job performance of the employee.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### Section 1.

The term "employee" as used in this article shall mean one or more employees.

### Section 2.

A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this agreement.

### Section 3.

Each employee or group of employees has a right to this grievance procedure.

### Section 4.

Whenever an employee feels that there is a grievance, every effort should be made to arrive, on an informal basis, with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I and Step II shall be conducted in private. The aggrieved employee and the administrator shall have the right in such instances to request the presence of a representative.

Nothing in this agreement shall be construed to prevent any employee from presenting at any time his/her grievance in person or by legal counsel as outlined in Florida Statutes.

#### Step I

The employee shall submit to his/her principal or immediate supervisor a signed written statement of fact(s) on an official grievance form.

Such statement shall be specific. Such grievance must be presented within a reasonable time, but in no event

longer than fifteen (15) work days after an employee should have been aware of the act or condition which is the basis of his/her grievance. In the event such an alleged act or condition occurs within the last two weeks of the employee's contract year, the grievance must be presented within twenty (20) calendar days. Within ten (10) work days of the receipt of the grievance, in writing, a meeting shall take place between the principal or immediate supervisor and the grievant and, if either party desires, their representative. The principal or immediate supervisor shall respond to the grievant, in writing within ten (10) workdays after the meeting and shall furnish copies thereof to the employee.

## Step II

If the employee is not satisfied with the disposition of the grievance at Step I, the employee may appeal to the Superintendent or his/her designee within five (5) work days after he/she has received the disposition of Step I. Said appeal shall be written on the official grievance form and transmitted to the Superintendent or his/her designee in person or via certified mail, return receipt requested.

Within ten (10)-work days after receipt of the grievance at Step II, the Superintendent or his/her designee shall meet and confer with the employee with a view to arriving at a mutually satisfactory solution of the grievance. At the conference(s) the employee and the Superintendent may have his/her representative present.

Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours notice. Notice of the conference shall be given also to the persons who rendered the decision at previous steps.

The principal or immediate supervisor and the Superintendent's designee may be present at the conference(s) to state his/her views. The Superintendent/designee shall respond to the grievance, together with supporting reasons, in writing, or in person to the employee within ten (10) working days after the

Step II conference. Those persons who rendered the decision at Step I shall also receive a copy of the decision at this step.

### Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association, within ten (10) work days after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent via certified mail, return receipt requested. The Association, within ten (10) workdays shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) workdays of the receipt of that list, the Association will meet with the Superintendent or his/her representative to select the arbitrator. The parties shall select an arbitrator by alternately striking names from the list. The Association, within ten (10) workdays from the selection of the arbitrator, will notify FMCS of the individual selected.

The parties shall not be permitted, unless so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any evidence not previously disclosed to the other party prior to the preceding. Both parties agree that the award of the arbitrator shall be final and binding provided same is in compliance with Chapter 682, Florida Statutes.

### Section 5. General Provisions

A. Any grievance which arose prior to the effective date of this agreement shall not be processed.

B. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.

C. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

D. The losing party shall pay any fees and expenses of the arbitration step in this procedure. In those cases where there is no prevailing party, as determined by the arbitrator, the cost shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expense of the arbitrator.

E. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

F. Any employee involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

G. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

H. Florida Statutes 447.301(3) - Nothing in this part shall be construed to prevent any employee from presenting, at any time, his/her own grievances in person or by legal counsel, to his/her public employer and having such grievances adjusted without the intervention of the Association, if the adjustments are not inconsistent with the terms of the collective bargaining agreement then in effect and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

I. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When such grievance meetings and conferences are held during school hours, all employees whose presence are required shall be excused, with pay, from their normal duties.

J. All testimony and documents arising from grievance procedures will be filed separate and apart from individual personnel records.

K. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with a full reimbursement of all professional compensation lost.

L. Powers of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) and the Florida School Code. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement.

His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) the dispute entails the question of arbitrability or untimeliness, the arbitrator will be selected to determine solely the question of arbitrability or untimeliness. In the event the arbitrator finds the grievance is not arbitrable or is not timely, the Association will take no further action regarding the arbitrability or untimeliness of the grievance. If the arbitrator determines that the grievance is arbitrable, the grievant will proceed with the grievance at the applicable step.

**ARTICLE XIII  
LEAVES AND TEMPORARY DUTY**

Section 1.

A. The granting and recording of all leave as enumerated in this article shall be maintained by

recording the numbers of contracted hours of leave earned and used by the employee.

B. A day of leave shall be equivalent to the total number of hours for which an employee is contracted daily.

C. Should an employee's contracted hours change during a calendar month, the employee shall earn leave based on the number of contracted hours for the position held when leave is credited for that month.

D. Should an employee's hours decrease/increase within the first four months of the contract year after the granting of the first four sick leave days, the employee's total leave balance will be adjusted to reflect the decrease/increase in hours.

E. An employee shall receive pay for quarter hour increments not recorded in their regular base pay, as long as the employee continues to be on paid leave.

## Section 2. Sick Leave

A. Any employee who is unable to perform his/her duty because of illness, temporary physical disability or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent or his/her designee. A physical disability, substantiated by a physician, and connected with or resulting from a pregnancy may at the employee's option, be charged to the employee's accumulated sick leave. In this event, the Board may grant sick leave for the period of time as designated by the physician provided the employee has sufficient accumulated sick leave.

B. Each employee shall be credited with four (4) contract days of sick leave (or the equivalent hours thereof) at the end of the first month of employment of each contract year, and thereafter, is credited with one (1) contract day of sick leave or the equivalent hours thereof at the end of each month of employment provided that such leave shall be taken only when necessary because of sickness

as prescribed by Florida Statutes and the Florida School Code. However, no employee may earn sick leave hours during a fiscal year which totals more than the equivalent of one day of sick leave for each month of employment. Such sick leave shall be cumulative from year to year. If the employee terminates employment and has not accrued the leave hours equivalent to the four (4) days of sick leave available, the School Board will withhold the average daily amount for sick leave hours used but not earned by the employee. The Superintendent or his/her designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.

C. Bargaining unit employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave in which a staff member is entitled from this District. The transferred leave which is credited to an employee's account shall be a rate equal to the number of sick leave hours earned annually with the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

D. If a bargaining unit member employed in the District interrupts service and subsequently returns to duty in the District without having transferred and used his/her accrued sick leave credit in another Florida school district, previous accrued sick leave shall become valid on the first day of contractual service.

E. Any Bus Driver/Monitor based employee covered by this contract may donate accrued, earned sick leave to the employee's spouse (person to whom the donor employee is legally married at the time of the donation), child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother or sister, but not step-brother or step-sister), who is also a regular part-time or full-time employee of the school district (not a temporary employee, substitute, or OPS) at the time of the donation. The transfer of sick leave is subject to the following limitations and conditions:

(1) the receiving employee must have exhausted all sick leave, excluding any sick leave received from the sick leave bank;

(2) donated sick leave shall be used for illness only and must be supported by medical verification from a physician upon request of the Executive Director of Human Resources;

(3) donated sick leave may not be used for personal leave;

(4) unused donated sick leave shall revert to the donor employee upon the receiving employee's return to work;

(5) donated sick leave shall have no terminal leave value for the receiving employee;

(6) leave may be donated in increments of not more than 10 days, unless the Executive Director for Human Resources or designee approves a greater increment not to exceed the maximum number of scheduled workdays (or workdays remaining) in a fiscal year for the receiving employee;

(7) the donation of sick leave must be requested and received by the Payroll Department (no later than the end of district pay period following the pay period in which the receiving employee's absence occurred).

### Section 3. Illness-in-the-Line-of-Duty

A. Any employee shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in discharge of duty or because of illness from any generally accepted contagious or infectious childhood disease contracted in school work as determined by immediate supervisor.

B. Leaves of such employee shall be authorized for a total number of hours not to exceed ten (10) school days during any school year for illness contracted, or injury incurred, for such causes as described above. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

## Section 4. Personal Leaves

A. Personal leave, without pay, short term or extended, may be granted an employee. A valid reason must be given to justify personal leave.

1. Parental/Maternity Reasons -- An employee may be entitled, upon request, to personal leave to begin at any time between the birth of his/her child and one (1) year thereafter.

2. Adoption of Children -- An employee may be entitled, upon request, to personal leave to commence at any time during the first year after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.

3. Political Reasons -- A leave of absence for a period equivalent to twenty (20) consecutive days may be granted to an employee upon request for the purpose of campaigning as a candidate for public office. If the employee is elected to the office or appointed to an office, and the work of the public office would interfere with working, he/she may be entitled, upon request, to personal leave, without pay, for one (1) year, renewable annually at the discretion of the Board.

4. Other Reasons -- Personal leave without pay may include: child care, medical reasons, religious reasons, illness in immediate family, Peace Corps, VISTA and other governmental agencies. Extended personal leave shall not be granted to employees who will be leaving the system to work in a paying job with exception of those previously stated.

B. Leave hours up to the equivalent of four (4) contract days for personal reason with pay may be allowed each year provided that such leave be charged to the employee's cumulative sick leave and further that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave.

1. In the event that more than five percent (5%) of the work force at a cost center requests personal leave on a given day, the cost center supervisor may deny leave to those employees exceeding the five percent (5%) figure on a "last applied-first denied" basis.

These hours cannot be granted immediately preceding or following a negotiated teacher workday, a school board approved holiday, a student attendance day that precedes or follows a holiday, negotiated make-up day, or Winter/Spring/Summer vacation or during the first five (5) student attendance days and the last five (5) student attendance days except in cases of emergency; to attend the graduation of an immediate family member or self; to enroll a child in school or college; to attend the wedding of self or an immediate family member; or, to observe a religious holiday. In the event such personal leave with pay is denied by the immediate supervisor and the employee feels that the request is justifiable, he/she may appeal the decision to the Director of Employee Relations or designee.

2. An employee may be permitted, with approval of his/her administrator, to take one (1) day of personal leave without pay either immediately preceding or immediately following a negotiated paid holiday. There shall be no deduction of pay for the negotiated paid holiday.

3. Personal leave with pay shall not be granted to temporary employees as defined in "Employment Conditions Article."

4. In the event such personal leave with pay is denied by the immediate supervisor and the employee feels that the request is justifiable, he/she may appeal the decision to the Director of Employee Relations.

## Section 5. Military Leave

A. An employee may be granted a military leave of absence provided that:

1. He/she is inducted into the Armed Services via the Selected Services Act or volunteers in lieu of induction.

2. He/she enlists in the Armed Services during the period our forces are engaged in combat.

3. He/she is recalled to active service from reserve status.

B. All employees who are members of the United States Armed Services, or the National Guard, shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they are engaged in either active duty, field exercises or training in which they are so ordered.

Paid leave for field exercises or training shall not exceed the equivalent of seventeen (17) working days and paid leave for active duty shall not exceed the equivalent of thirty (30) working days in one (1) school fiscal year.

#### Section 6. Temporary Duty

A. Temporary duty is duty for the benefit of the school district and generally initiated by the school or district office. Temporary duty shall not be used for Association business.

B. When mutually agreed upon, employees may be assigned to be temporarily away from their regular duties and places of employment for the purpose of performing other services including participation surveys, meetings, study courses, workshops, etc. Employees will receive regular pay and may be allowed expenses as provided by state law and district regulation.

Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

C. On granting approval for attendance at any meeting or convention, the following criteria shall be considered:

1. The position and/or responsibility of the applicant in relation to the school system.

2. The value to the school system which reasonably may be expected from attendance and participation in the particular meeting.

3. Out-of-state meetings at the district expense must be approved by the Board. Approval for in-state or out-of-state trips at district expense shall be obtained through the following channels: application for such leave by employees shall be made to and recommended by the principal or immediate supervisor. The application must be approved by the Director of Employee Relations. Leave request forms should be submitted for approval well in advance of the planned absence, but in no case less than ten (10) days prior to the absence.

#### Section 7. Jury/Court Duty

Temporary duty with pay will be granted to an employee who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the employee's employment with the school district. Such leave must be requested and approved in advance. An employee who is excused from such service, prior to the end of the working day will be expected to return, when practical, to duty for the balance of the working day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation.

#### Section 8. Family Medical Leave

##### A. Family Medical Leave Act

All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, known as the "FMLA," effective on February 5, 1994, and which implements federal regulations. In the event of conflict between this article and FMLA or its regulations, the FMLA and its regulations shall control.

## B. Definitions

The following definitions shall apply to this article:

1. Eligible Employee: The term "eligible employee" means an employee who has been employed by the School Board of Seminole County for at least twelve months prior to the time that FMLA leave is requested and who has worked for at least 1,250 hours during the twelve months immediately prior to the time that FMLA leave is requested.

2. Parent: The term "parent" means the biological parent of an employee or an individual who in fact acted as that employee's parent before the employee became a legal adult.

3. Son or Daughter: The term "son or daughter" means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

4. Spouse: The term "spouse" means a husband or a wife as defined by the laws of the State of Florida.

5. Serious Health Condition: The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing care by a health care provider or one which prevents the employee from performing the essential duties of his/her job.

6. Other Definitions: The definitions contained in FMLA, as explained in the applicable federal regulations apply to this article and shall be controlling in the event of conflict with any definitions herein stated.

## C. Employee Eligibility

Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and

who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.

D. Reason for Leave

1. FMLA leave shall be granted to eligible employees for the following reasons:

a) to care for the requesting employee's child after birth or following placement for adoption or foster care;

b) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,

c) for a serious health condition that makes the employee unable to perform the requesting employee's job.

d) Any qualifying exigency that arises because the spouse, son, daughter, or parent of an employee is on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

e) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) weeks of unpaid leave during a twelve (12) month period to care for the service member. This leave is available only during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

f) During the single twelve (12) month period described above, an eligible employee is entitled to a combined total of twenty-six (26) weeks of leave under the provisions of Section D. 1. a) and e). This does not limit the availability of leave under Section 1. during any other twelve (12) month period.

2. FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any

period longer than one year from the date of the birth or placement of the child.

#### E. Leave Year

An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks.

In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.

#### F. Use of Paid Leave

When an employee requesting FMLA leave has accrued sick leave or vacation leave, the employee shall be required to first use that earned or accrued sick or vacation leave prior to taking FMLA leave. When an employee on paid leave which was initiated as paid leave, requests to extend that leave by the use of FMLA leave, the employee shall be required to first use any remaining paid leave before going on FMLA leave.

#### G. Group Medical Insurance

1. The School Board shall continue an employee's group medical insurance in full force and effect during any FMLA leave, to the same extent as when the employee worked prior to taking FMLA leave. The employee will continue to be responsible for the employee's share of the cost of the insurance coverage while on FMLA leave.

2. An employee's health insurance coverage will be canceled if the employee is more than thirty (30) days late in paying the employee's share of the health insurance coverage provided during the employee's FMLA leave.

#### H. Recovery of Employer's Payments for Group Insurance

1. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless:  
the employee fails to return to work because the serious health condition for which the employee took

FMLA leave continues or reoccurs;  
because the employee suffers a different serious  
health condition; or,  
the employee does not return to work for reasons  
beyond the employee's control.

2. If an employee claims that he/she cannot return to work after his/her FMLA leave is depleted or expires, the School Board may require verification of the employee's continued or reoccurring health condition or onset of a new serious health condition or that of the family member whose condition was the reason for the employee taking FMLA leave.

I. Both Husband and Wife are Employees of the School Board

When both the husband and the wife are employed by the School Board the combined total amount of the leave available for both of them, when the leave is to care for a newborn child or a child newly placed for adoption or foster care, is a maximum of twelve (12) weeks.

J. Notification of Intent/Need to Take FMLA Leave

An employee who is planning to take FMLA leave must give the School Board thirty (30) days notice before the expected start of FMLA leave if the leave is for the expected birth, placement for adoption or foster care of a child, or planned medical treatment for a serious health condition for the employee or a family member. If it is not possible for the employee to give thirty (30) days notice because of reasons such as a medical emergency, a change in circumstances, or because the employee cannot determine approximately when the leave will begin, the employee should give notice as soon as possible.

K. Medical Certification

1. Illness of a Family Member: When the employee is requesting FMLA leave for a serious health condition of the employee's spouse, child, or parent, the School Board may request that the employee provide a statement from the spouse's, child's or parent's doctor certifying that it is necessary for the employee to care for that person and stating the estimated time for which the care will be needed.

2. Illness of the Employee: When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide

certification of the condition for which leave is requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.

#### L. Periodic (Intermittent) Leave for Planned Medical Treatment

1. Periodic or intermittent leave may be taken when the employee, the employee's spouse, child, or parent has a serious medical condition that requires periodic treatment or care and it is foreseeable that the employee will need short periods of time off.

2. Intermittent leave may be taken in blocks of one or more days or partial days, separated by blocks of one or more days or partial days of work. The need for intermittent leave must be certified as medically necessary by the employee's doctor or the employee's, spouse's, child's, or parent's doctor.

3. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.

4. The employee must give the School Board thirty (30) days notice of the need for such leave unless it is not possible to do so. In that case, the employee must give the School Board as much notice as possible.

#### M. Return to Employment/ Restoration to Position

Upon return from FMLA leave, an employee will be restored to the employee's position prior to leave or an equivalent position. If the employee is placed in an equivalent position, that position will be at the same pay, benefits and other terms and conditions of employment under the collective bargaining agreement and/or applicable School Board policy.

#### N. Caution

This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their

designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.

### Section 9. General Provisions Governing Leaves

A. Application for personal, maternity, military, extended leave and assignment for temporary duty must be made in writing and presented for approval ten (10) days prior to the date leave is requested.

All requests for leaves must be signed by the employee, recommended by the principal, immediate supervisor and cost center director, and approved by the Superintendent or his/her designated representative, under authority granted by the School Board.

B. Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, subject to dismissal.

C. A leave once granted should remain in force for the duration of the granted leave unless both parties, the employee and the Board, wish to terminate such leave.

D. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year, however, no more than two consecutive years of leave shall be granted. Bargaining unit members who have been granted leave through the end of the employee calendar year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave. The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the employee. However, the employee may apply and be considered for re-employment by the Board. The administration agrees to furnish the Associationalist of bargaining unit members who are on leave for the remainder of the school year as of February 20.

E. A leave granted establishes an employee/employer relationship during the length of said leave. Granting of a

leave to an employee during a particular fiscal year does not denote rehire for the ensuing year. An employee returning to employment during the same school year following a leave shall be given his/her former assigned route for that year.

F. Any employee granted a leave of absence as provided in this article shall be given an opportunity, unless otherwise provided, to continue insurance coverages in existing school programs during the leave provided such leave is acceptable by the insurance carrier and provided that full premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

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

H. An employee returning from leaves of absences shall retain full credit for years of employee's service prior to the leave, plus all accumulated leave earned prior to the leave of absence, if returning to the same position.

I. When confidentiality is requested by an employee on a particular leave request, the administration will use categorical reasons for any bulletin board posting.

J. Specific leave may be refused if the employee's absence would cause undue hardship or interruption of vital school service.

K. Any employee returning to duty at the end of an approved leave which was granted for medical reasons may be required to present to the cost center supervisor a certificate from a licensed physician or the county health officer stating that the employee is physically capable of performing his/her duties.

L. The hourly leave provision shall not remove bus drivers or monitors from part of an AM, mid-day, or PM route.

## **ARTICLE XIV MANAGERIAL RIGHTS**

### Section 1.

The Board has the exclusive right and responsibility to formulate and set policy in accordance with applicable state regulations and laws of Florida and the United States of America.

### Section 2.

The Board has the exclusive right and responsibility to take whatever actions are necessary, within existing Statute and this document, to fulfill the obligations of the Board in emergency situations.

### Section 3.

The Bargaining Agent and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge, or in any way usurp, the authority and power of the Board as established by constitutional provision or State Board of Education Regulations or Statutes existing at the time of this Agreement; and further, the Board and the Bargaining Agent agree that should any term or condition of this agreement be found to be contrary to any constitutional provision or State Board of Education Regulations, the Florida School Code, or Statutes, in effect or enacted subsequent to the signing of this Agreement, be null and void.

### Section 4.

The Bargaining Agent and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the Unit Members covered by this Agreement, and that the determination of any question with respect to wages, hours, terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Regulations and laws of Florida and the United States and supersedes any previous agreements or practices, written or oral.

**ARTICLE XV  
NEGOTIATION PROCEDURES AND GUIDELINES**

Section 1.

All items relating to wages, hours, terms and conditions of employment stated herein are subject to negotiations in accordance with the Constitution and laws of the State of Florida.

Section 2.

In any negotiations described in this agreement neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. When engaged in active negotiations both parties agree to bargain in accordance with the guidelines established in Section 8.

Section 3.

A committee with at least one (1) and no more than two (2) from each negotiating team will edit, layout and design and select the order of the table of contents of a Master copy of the Agreement upon mutual ratification of the Agreement. The Board will provide each work center with a copy of the agreement to be located in a place accessible to the employee. The Board shall give twelve (12) copies of the agreement to the Association.

#### Section 4.

A. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be renegotiated in accordance with Chapter 447, Florida Statutes.

B. If any provision of this agreement is in conflict with any law, the conflicting provision shall be automatically deleted from this agreement to the extent it violates the law.

#### Section 5.

Any matter not specifically covered by this contract but of concern to one or both of the parties may be brought up for negotiations during the contract period if both parties agree. Both parties agree to waive any and all rights to pursue through PERC and/or the courts a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this contract during the contract period.

#### Section 6.

A. If a party so desires to alter, renew or terminate this agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st of the respective year. Negotiation sessions will be held at mutually agreed upon times and places.

B. When a multi-year agreement is in effect the following procedures will be followed to allow for bargaining reopener articles.

1. At any time subsequent to May 1st of any particular year either party may give written notice of its intention to open negotiations for an amended agreement for the subsequent year(s) on the following articles: Compensation and Expenses, Other Fringe Benefits and one (1) additional article may be chosen by each party. Such negotiations shall commence with a simultaneous exchange of proposals.

2. If such a notice is given, negotiations will be held at mutually agreed upon times and places.

3. When such articles are opened for negotiation, the existing articles will terminate on June 30th of the respective year.

4. Such amendments will become effective on a date agreed upon by both parties.

#### Section 7.

In the course of negotiations either party determines that the difference of position is so serious that further negotiations seem impossible of producing a satisfactory agreement, then said party may invoke the impasse procedure provided in Chapter 447 of the Florida Statutes.

#### Section 8.

The following guidelines will be used when the parties are engaged in active bargaining.

A. Each team shall be limited to not more than six (6) members present at the table at any one given time. Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

B. Each negotiating team is to designate its chief spokesman at the beginning of the contract discussion.

Each party shall reserve the right to determine its chief spokesman and assistant spokesman. The assistant spokesman shall function as the chief spokesman in the absence of the designated chief spokesman.

C. An agenda is to be prepared for the next meeting. Items for the next agenda are to be mutually decided upon at each meeting for the succeeding meeting.

D. All tentative agreements reached will be initialed by the chief spokesman of each party. One (1) initialed copy shall be retained by the Association and one (1) by the Board.

E. Ratification vote must be based on the entire package after tentative agreement has been reached on all articles open for negotiations.

F. All proposals and counter proposals will be submitted in writing. Each team will furnish the other team at least six (6) copies of all proposals and counter proposals. The Board negotiating team will provide the necessary copy equipment when possible. The Association and the Board agree to share equally in the cost of the needed supplies.

G. Meetings will be held at mutually agreed upon times and dates. Meetings may be canceled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Canceled meetings by either party may be scheduled for a later date, by mutual consent.

H. There shall be an allowable grace period of fifteen (15) minutes for regularly scheduled meetings.

## **ARTICLE XVI OTHER FRINGE BENEFITS**

### Section 1. Insurance Selection Committee

An Insurance Selection Committee of seventeen (17) members shall be established by the Superintendent. The purpose of the committee is to regularly study all aspects of the District's employee insurance programs,

including application of insurance trust fund monies, and make recommendations to the Superintendent.

The committee shall contain no less than two (2) bargaining unit members selected by the Association president. The Insurance Selection Committee may meet during the duty day. The first meeting of the committee will be held no later than September 30th providing the Association furnishes a list of members to the Board's Chief Negotiator on or before September 15th.

## Section 2. Health Insurance

The Board shall provide an insurance program as a benefit for employees as follows:

A. 1. For the 2010-2011 plan year only, the Board will contribute \$6,303.14 which will cover one hundred percent (100%) of an individual single premium for the Base Choice insurance plan for any employee. This coverage will be for twelve (12) months (November 1, 2010 through October 31, 2011) for each employee who is working fifty percent (50%) or more of the full-time position. If an employee opts to select the buy up option, the Board's contribution will be equivalent to the premium paid for the Base Choice plan. Those employees who are employed less than 50% and were hired prior to July 1, 1991 who have been provided an employer paid comprehensive health care program as an insurance benefit shall continue to receive said benefit as long as the employer/employee relationship exists.

2. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's coverage until July 31st provided the employee shall remain employed until the end of the contract year in which he or she became employed. If an employee resigns or employment is terminated anytime prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment.

3. All newly hired employees eligible for benefits have thirty days to select their benefits and to submit a completed enrollment form and applications to the District's Payroll/Benefits Department. The employee's insurance will be effective the first of the month following ninety (90) calendar days from the initial date of employment and receipt of the employee's enrollment selections in the Payroll/Benefits Department.

All newly hired employees with benefit coverage will be subject to limitations for pre-existing conditions as outlined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The limitations for pre-existing conditions referenced in this section do not apply to an employee who was on a leave of absence who maintains his/her health plan premium.

4. Any new hire eligible for healthcare benefits shall be placed on the Base Choice healthcare plan of the Board's insurance program if that employee fails to make an election for insurance within the first 30 days of the position start date. These individuals shall not be eligible for the disability plan.

B. A school employee who is injured in the line of duty shall have his/her individual single premium, as specified above, paid by the Board until such time a physician releases the employee to return to duty or until employment is terminated, whichever comes first.

C. When an employee who is on a sick leave of absence has used up his/her sick leave, the Board will pay one (1) month's single member premium as stated above for the employee's Comprehensive Health Program. If applicable, the one month's premium will be part of the coverage provided under the provision of the Family Medical Leave Act.

### Section 3.

Employees who are eligible for benefits may elect to receive the Board provided Disability Income Plan in place of coverage as listed in "A.1" above, provided the employee can show proof of medical coverage.

#### Section 4. Cafeteria Style Insurance Plan

A. The Board shall provide a "cafeteria" style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

B. The optional benefits are dependent health coverage, additional life insurance, cancer insurance, dental, short-term and long-term disability, hospital income protection, long term health care, and vision insurance. Once an employee has made a selection of optional benefits, the employee may not change such selections during the plan year unless a change in family status occurs as defined by the Internal Revenue Services Rules.

C. The Board shall provide additional options to the "cafeteria plan":

1. Dependent childcare reimbursement accounts
2. Dependent elder care reimbursement accounts
3. Medical expense, flexible spending account.  
Employee's maximum contribution to this account is limited to \$2000.00.
4. Long term health care insurance

#### Section 5. Optional Insurance

An employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

- a. Dental Insurance
- b. Disability/Income Protection
- c. Cancer Insurance
- d. One times, two times, three times or four times an employee's annual salary of term life insurance and accidental death and dismemberment coverage to a maximum of \$300,000

- e. Short-term and Long-term Disability Insurance
- f. Hospital Income Protection
- g. Vision Insurance
- h. Term life insurance for the spouse
- i. Term life insurance for dependent children
- j. Long term health care insurance

## Section 6. Enrollment Period

A. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan upon providing proof of insurability. The insurance carrier may decide to accept the employee into the plan subject to limitations for pre-existing conditions as outlined under HIPAA. During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan upon providing proof of insurability.

B. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, additions or deletions to family.

C. 1. In the event an employee withdraws participation in a particular plan, he/she will be ineligible to re-enroll in the plan for the remainder of the fiscal year. Re-entry into the plan subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.

2. Upon return from a Board approved leave without pay and after having failed to pay the insurance premium, in accordance with this agreement, that employee shall be entitled to a single coverage health plan during the remainder of the benefit year provided the employee maintains an employee/employer relationship with the Board. However, the employee will be subject to limitations for pre-existing conditions as

outlined under HIPAA. The single coverage will be re-instated on the first of the month following 30 days after the return from leave and receipt of enrollment forms in the Benefits Department.

3. Should an employee return from leave and after having failed to pay the premium for dependent coverage, and the dependents are able to prove insurability, the dependent coverage shall be re-instated on the first of the month following approval by the carrier.

#### Section 7.

The Board shall provide one times the employee's annual salary of term life insurance and one times the employee's annual salary of accidental death and dismemberment insurance with a minimum of \$25,000 and a maximum of \$150,000 for all employees who are eligible for benefits.

#### Section 8. Insurance Trust Fund

All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments will be used for the support of direct costs of insurance benefits for employees.

#### Section 9. Retired Employees

Employees upon official retirement shall be allowed to purchase the group life, health and medical insurance policy adopted by the School Board at the Board rate.

Premiums for the group health and medical policy will be payroll deducted from the employee's monthly State Retirement paycheck, provided said retirement paycheck is sufficient to cover the premium deduction. If the monthly retirement paycheck is not sufficient to cover the premium deduction, the retiree will be billed on a monthly basis by the Board.

## Section 10. Worker's Compensation

A. Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor, as soon as possible, following the incident.

B. Should an employee who is injured while on the job use all of the ten (10 ) days or equivalent hours thereof provided for injury and/or illness in the line of duty and it is necessary for the employee to go on worker's compensation, the employee shall be given the option of using his/her available accrued sick leave to cover 1/3 of each day of worker's compensation absence.

C. At the time of each new injury, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

D. Should an employee elect to utilize sick leave to offset the worker's compensation benefit, one-third (.3333) of a day or the equivalent hours thereof will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining 2/3 of a day's pay for each day of worker's compensation absence.

The worker's compensation payments, pursuant to Florida Statutes, will be sent directly to the employee by the District's carrier. Such deduction shall be made for regular workdays and paid holidays until all accrued leave is used or the employee is able to return to work, whichever occurs first. A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+ or -) will be made to the employee's first regular paycheck following his/her return to duty.

E. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

F. Paychecks issued to employees as referenced in "10.D" above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

- 1) Applicable taxes
- 2) Garnishments (i.e., levies, child support, writs)
- 3) Insurance benefits
- 4) Annuities
- 5) Professional dues
- 6) Credit Union
- 7) United Way

#### Section 11. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance for personal problems affecting job performance.

#### Section 12. Tax Sheltered Annuities

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

#### Section 13. Payroll Deductions

A. All payroll deductions provided for in this agreement, except Association dues, will be in equal installments in direct proportion to the number of installments that the employee's salary is paid.

B. In cases where the insurance open enrollment period for a group or groups of employees extends beyond the cut-off for the first payroll period for that group of employees, the payroll deductions will be evenly distributed among the remaining paychecks beginning with the second payroll period.

#### Section 14. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employees. Enrollment period for the above will be at the employee's request with sufficient notification to the Payroll Department. Employee deductions shall be transmitted to the Credit Union no more than two (2) workdays from the day of pay.

#### Section 15. Direct Deposit

A. The Board agrees to electronically direct deposit employee paychecks, to a qualified financial institution, provided the employee individually authorizes the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

B. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (work days for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office. The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearinghouse in the amount of his/her total net pay in compliance with Banking Regulations.

C. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll.

In the event, the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each affected employee of said dollar amount to be deducted. Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three (3) working days of the pay date in which the overpayment occurred.

#### Section 16. Retirement Terminal Pay

A. Upon official retirement, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay. In the event the employee has hours which total in excess of the equivalent of 120 accumulated sick leave days, excluding sick leave transferred into Seminole County, and providing the employee has in excess of 12 years of service in Seminole County, the employee will receive terminal pay for unused sick leave hours at the hourly rate of pay multiplied by 75 percent times the number of hours of accumulated sick leave for that number of hours in excess of the equivalent of 120 accumulated sick leave days.

B. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave hours in an amount determined as follows:

1. During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.

2. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.

3. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.

4. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.

5. During and after the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to the equivalent of 120 days inclusively and 75 percent times the number of hours of accumulated sick leave in excess of the equivalent of 120 days excluding sick leave transferred into Seminole County.

C. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits under the Florida Retirement System Pension Plan or the Florida Retirement System Investment Plan. This applies to employees who are older than forty-two (42) years of age and have a minimum of six (6) years of service with the District, who terminate employment, and who concurrently file for benefits from their retirement plan in either a lump sum or monthly benefit.

D. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of retirement or death.

E. The Deferred Retirement Option Program (D.R.O.P.) will be made available to those employees who meet the criteria as established by action of the 1997 State Legislature. D.R.O.P. will operate as prescribed by law. Pay-out for unused sick leave will be made upon termination.

#### Section 17. Uniforms

A. An allowance to purchase uniforms will be paid by the School Board. Such allowance will be in the amount of two hundred dollars (\$200.00) for full-time employees and one hundred dollars (\$100.00) for part-time employees who work four hours or less to include purchase and income tax offset.

B. An employee employed after the beginning of the employment year will receive uniform allowance as follows:

1. If employed during the months of July, August or September, the employee will receive \$115.00 upon initial employment with the remainder of the \$200.00 to be paid at the end of the sixty (60) day probationary period, as specified in the Employment Conditions Article, provided employment is continued.

2. If employed during the months of October, November or December, the employee will receive \$115.00 upon initial employment with \$55.00 to be paid at the end of the sixty (60) day probationary period, as specified in the Employment Conditions Article, provided employment is continued.

3. If employed during the months of January, February, March, April, May or June, the employee will receive \$115.00 upon initial employment.

All uniform allowances will be appropriately taxed as income.

#### Section 18. Physical Examination

A. The required annual physical examination by Board approved physician(s) for drivers shall be paid by the Board.

B. Any employee required by the Board to have a physical throughout the school year shall have said physical paid by the Board.

C. In an effort to avoid having physical examination appointments scheduled in conflict with scheduled bus runs, management will assist the employee in arranging such appointments, when possible.

#### Section 19. Non-Compounded Buses

For drivers assigned non-compounded buses, the Board will furnish the vehicle, insurance, gas, oil and maintenance for transportation to and from work assignments.

## Section 20. Sick Leave Payment

An employee, at his/her option, may choose to receive payment for sick leave earned during the year which is unused at the end of the year. Any such payment must be for the total number of unused sick leave hours earned during the year, must be based on the hourly rate of pay of the employee multiplied by 80 percent, and all hours for which payment is received must be deducted from the employee's accumulated leave balance. Sick leave used during a current year will be charged against the most recently earned sick leave. Hourly rate of pay is the hourly rate at the end of the contract year.

## Section 21. Professional Development Supplement

The annual professional development supplement shall be three hundred dollars (\$300.00).

# **ARTICLE XVII POLITICAL FREEDOM**

## Section 1.

All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

## Section 2.

The right of all employees to work and to vote for the party, candidates, and issues of their choice shall never be questioned, abridged, or denied.

## Section 3.

All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

## **ARTICLE XVIII RECOGNITION**

### Section 1.

Pursuant to the action of the School Board on July 9, 1975, and pursuant to the order of PERC 8H-RA-754-2152, dated November 26, 1974, as subsequently amended by PERC, the School Board recognized the Seminole County School Bus Drivers' Association, Inc., as the sole and exclusive representative of the employees within the bargaining unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment of the School Board employees fully described in Appendix A, and newly created positions as certified by PERC.

### Section 2.

It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent as established now through subsequent amendments or revision by constitutional provision, state and federal statutes, state regulations and School Board rules and policies shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with the Bargaining Unit except as specifically and explicitly provided for by the stated terms of this contract.

## **ARTICLE XIX SAFE DRIVER PROGRAM**

### Section 1. Definitions

"Vehicle operator" or "driver" shall mean any employee within the Bargaining Unit who is hired for the purpose of driving a school bus.

## Section 2. Training Program

Once approved for employment, all bus drivers shall be instructed in safe driving techniques during a training program as required by law.

## Section 3. Remediation

When management deems it appropriate or necessary, a bus driver may be required to attend remedial training in any school year. Such training shall be provided by management and may include classroom instruction or behind the wheel training in those areas management identifies as needing improvement. All training shall be on paid time.

## Section 4. Administration and Disciplinary Actions for Citations

Driving records shall be examined according to the point system in Section 6. of this Article. Points will be assigned by the Director of Transportation or his/her designee. A form shall be placed in each employee's personnel file in order to keep a record of any points the driver may receive.

When a driver is assigned points, he/she shall also receive written notification of the number of points, the infraction, the date of the infraction, and the date the points are assigned.

An accumulation of points will result in disciplinary action as indicated below:

<u>Maximum Number of Points</u>	<u>Time Period</u>	<u>Action</u>
1 to 2 points within	1 Year	Documented Warning
3 to 4 points within	1 Year	Letter of Reprimand
5 to 6 points within	1 Year	1 day suspension
7 to 9 points within	1 Year	3 day suspension

10 points within	1 Year	Termination of employment as a driver
15 points within	2 Years	Termination of employment as a driver
20 points within	3 Years	Termination of employment as a driver

Points assessed under this plan will be deleted three (3) years following the date the points were assessed. An active Seminole County employee whose points are expunged is eligible to apply for a school bus driver position.

Section 5. Reporting Responsibility

A. It shall be the responsibility of all bus drivers to report on the next scheduled employee work day the following to the Director of Transportation or his/her designee:

1. Any accident in which the operator was involved as an operator of a motor vehicle regardless of the ownership of the vehicle and if the driver was or was not at fault.
2. Receipt of any traffic citation, excluding parking violations.
3. Expirations, suspension or revocation of driver's license.

B. A driver shall not be assigned points until court action is completed, at which time the driver shall notify the director or designee of the results. A driver may be suspended from driving duties with pay, pending court action. If he/she is found guilty or does not contest the charges, he/she will be immediately assigned points and administrative action(s), if required, shall begin immediately.

C. A driver who elects or is directed to attend the defensive driving school when that is a permissible option for settlement of the citation, shall not have the citation charged against him/her for safe driving program purposes in a privately owned vehicle.

D. Each employee shall be required to sign a form annually indicating that he/she has read and received a copy of this Article/ Program.

Section 6. Point System

VIOLATION CATEGORIES	POINTS TO BE ASSIGNED
1. Driving while intoxicated or unlawful blood alcohol content	10
2. Speeding--15 miles or less over posted limits	3
3. Speeding--over 16 miles over posted limit	4
4. Careless driving	3
5. Reckless driving	5
6. Failing to observe a stop sign	3
7. Failing to observe a red light	3
8. Failing to observe a traffic instruction sign	3
9. Operating without valid Florida driver's license or improper (revoked, suspended, etc.) license	10
10. Improper lane changing	3
11. Failing to have vehicle under control	3
12. Crossing private property to avoid traffic light or stop sign	1
13. Driving on wrong side of road	3
14. Improper turning	3
15. Failing to yield-enter through highway	3
16. Failing to yield right-of-way	3
17. Improper backing	3
18. Following too close	2

19. Improper passing	3
20. Leaving scene of accident (property damage)	5
21. Leaving scene of accident (injury)	10
22. School bus driver failing to stop at R.R. crossing(excluding tracks at compound) unloaded	3
23. School bus driver failing to stop at R. R. crossing loaded	10
24. Fleeing or attempting to elude police officer	10
25. Passing a school bus whose red lights are flashing and whose stop arm is out	10
26. Seatbelt/child restraint violation	1
27. Failing to observe any other established driving law or regulation--points to be established 0 to 10 using the above schedule as a guide to determine the number of points according to similar severity.	
28. Defective Equipment	2
29. Improper License Plate	3

### Section 7. Accidents

A. When a school bus driver has an accident, ticketed or not, in a school bus and/or a district owned vehicle, the Director of Transportation, or his/her designee, shall investigate the accident.

B. As part of the investigation, the employee shall meet to discuss the accident and any documentation within five (5) working days of the accident. The employee shall be provided copies of all documentation and copies of tapes if the meeting is recorded. Any employee may be represented by the Union at such a meeting.

C. Based on the outcome of the investigation, the driver may be disciplined for just cause. The driver shall be notified in writing within forty-five (45) days of the district level administration becoming aware of the facts concerning the accident, as to whether or not disciplinary action will be taken.

D. Damage caused by the bus washer shall not be considered for disciplinary action.

## **ARTICLE XX PROFESSIONAL DEVELOPMENT**

### Section 1.

The Board shall include in the District Master Plan for Professional Development components for members of the Bargaining Unit designed to improve the competencies of employees.

### Section 2.

Employees may earn professional development inservice points to be used as a basis for a professional development supplement. An annual supplement will be added to the salary of an employee who has completed sixty (60) inservice points within a three year period. Upon approval of the sixty (60) points such supplement will be paid in a lump sum payment at either the employee's first pay date in January or the employee's first pay date in June and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position. An employee on leave of absence who has earned a supplement and has worked one day over one-half of their contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation. An employee who is entitled to the supplement and who has been laid off shall receive said supplement, as scheduled, if recalled within sixty (60) days of his/her normal starting date for his/her position. Eligibility for the professional development supplement shall be determined by the following criteria:

A. One inservice point shall be equivalent to one clock hour of participation.

B. All inservice points earned must:

1. be included in the Master Plan for Professional Development; and/or

2. be a college course approved in advance by the District Administration, in which a grade of "C" or higher was received; and,

3. in both cases, must be related to the assignment for the employee at the time the component is taken.

C. 1. Only inservice points earned on off-duty hours will be incorporated in the sixty (60) hours used for the supplement.

2. In order to receive inservice points for inservice activities other than those offered by the school district prior approval must be granted. It is the sole responsibility of the employee to complete Form #435, for this purpose.

D. Upon evidence of successful completion of an approved college course, the District shall assign the earned inservice points to the appropriate professional development component. College credit hours are to be equated as follows:

1 semester hour = 10 points

1 quarter hour = 6 2/3 points

3 quarter hours = 20 points

E. An employee may receive only one supplement at a time.

F. The employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three year period) has been received, the employee may start earning another set of sixty (60) points. An employee may earn ten (10) inservice points each year within the next three (3) year period that may be carried forward and applied to subsequent supplement sets (3 year period). Once the first check of a three (3) check supplement set has been received, the recipient may begin earning points toward the next supplement set.

G. Inservice points earned towards the sixty (60) hours to be used for the supplement shall be on the inservice printout provided to the schools.

H. Participants at each inservice/professional development session will be provided proper forms to assure crediting of appropriate points. Additionally, trainers shall be instructed in the proper use of and completion of said forms and in the procedures to be followed for participants to obtain points.

I. A professional development committee will meet at least twice yearly to make recommendations regarding professional development and training needs for drivers and monitors.

## **ARTICLE XXI SUB-CONTRACTING**

Should the Board decide to sub-contract management services, the Association reserves the right to bargain the impact of such action.

## **ARTICLE XXII WORKING CONDITIONS**

### Section 1. Overtime

It shall not be the general policy of the Board to have its employees work frequent or consistent overtime except in cases where it is operationally efficient to do so. School bus routes may be in excess of eight (8) hours by mutual agreement between the employee and supervisor.

### Section 2.

The mechanical condition of all buses shall be the responsibility of the Board and its designated employees. Each bus driver will report in writing, on forms provided, all unsafe mechanical deficiencies in their respective vehicles to the Director of Transportation.

A copy of said form will be returned to the driver stating repairs completed and signed by the mechanic. In the event a driver believes the repairs have not adequately been accomplished, the driver will so indicate on a special form. Should a transportation administrator or chief mechanic determine an unsafe or hazardous condition exists, the driver will not be requested to drive that particular vehicle.

### Section 3.

The Board agrees to keep bus loads of pupils in accordance with State Statutes, the Florida School Code and State Board Rules.

### Section 4.

A. Bus drivers/bus monitors who have received a previous uniform allowance will wear the prescribed uniform on a daily basis starting the first day of school. All new drivers/monitors will wear the prescribed uniform on a daily basis starting two weeks after receiving their uniform allowance. Employees shall wear, the official uniform designated by the Board while on regular route or while on school connected extra trips.

B. Failure to wear the prescribed uniform may be grounds for discipline. When it is determined by the administration that failure to wear the prescribed uniform is inexcusable, the driver/monitor will receive:

1. a written reprimand for the first offense
2. a one (1) day suspension for the second offense
3. a three day suspension for each offense thereafter
4. repeated violations shall be considered insubordination and cause for termination.

C. The Bargaining Agent shall have official input into the design of the uniform.

### Section 5.

Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when the employee is on school business, shall not be charged against the employee's sick leave days, provided notice of assault is given to the employer/designee immediately and in no case to exceed thirty-six (36) hours. The Board shall continue

his/her salary and benefits for the duration of the employee's absence provided it does not exceed ten (10) work days.

The Board shall continue his/her insurance benefits as specified in Other Fringe Benefits Article for the duration of the said absence provided the benefit does not extend beyond the current fiscal year or termination, whichever comes first. However, in the case of injury and disability occurring as a result of an assault as in the opinion of the School Board warrants it, additional emergency sick leave may be granted for such term and under such conditions as the School Board shall deem proper. If Worker's Compensation is paid to the employee, he/she shall return the Worker's Compensation to the School Board. In case of an assault on an employee in the performance of his/her duties causing damage to his/her personal property such as clothing, glasses, etc., the Board may make an equitable financial adjustment with the employee.

#### Section 6.

Principals/designees may meet with the bus driver/monitor for their particular school as the principal or bus drivers/monitors deem necessary at a mutually agreed upon time to discuss bus problems.

#### Section 7.

Bus drivers shall use discretion when stopping at places of business during their driving breaks between trips. Bus drivers shall not stop at places of business when children are aboard the bus except in cases of field trips and weekend or extra-curricular trips or in case of emergency. With exception of fueling the bus, following the last morning and last afternoon trips the bus shall be returned without stops to its authorized storage place.

#### Section 8.

Bus drivers shall not deviate from their assigned bus routes and stops without the permission of the transportation supervisor except in the case of emergency.

### Section 9.

A. Drivers who run out of fuel during a run due to negligence may be suspended without pay for one (1) day.

B. When the garage mechanics are aware that a gas gauge does not function properly and that it cannot be repaired, the mechanic will place a sticker on the dash of the bus warning of the defective gauge.

### Section 10.

Drivers shall abide by all rules and regulations of state law.

### Section 11.

Employees must participate in all required professional development training programs.

### Section 12.

Drivers must maintain an acceptable driving record in the operation of personal vehicles as well as county owned vehicles as this affects their insurability as school bus drivers.

### Section 13.

A. Drivers and monitors are under the direction of the principal or his/her designee while transporting students to and from school, and loading and unloading students on school grounds. Accordingly, they should follow the instructions given by the principal or his/her designee. If the driver or monitor has concerns or problems because of following these instructions, they should report them to the Director of Transportation.

B. Requests for individual student behavior reports will be completed when initiated by the principal or his/her administrative designee. Requests other than for individual students should be channeled through the Director of Transportation and approved by him/her before implementing said request.

#### Section 14.

A. A call to report an absence must be made before the employee's regular starting time. As much advance notice as possible is desirable, even if it involves calling the designated person at night or on a weekend. In the event an employee is unable to call the appropriate person, a spouse or family member will notify the designee of the employee's inability to report to work. It shall not be required that the employee call in sick on a daily basis, if an estimated date of return is on file with the Transportation Department.

B. Prior to returning to work, the employee will notify the Transportation office by telephone, no later than thirty (30) minutes prior to report time, of his/her intent to return. In the event of extenuating circumstances making it impracticable for the driver to call thirty (30) minutes before report time, the driver will notify the Transportation office in sufficient time to cancel the substitute driver.

Failure to do so will constitute one (1) day personal leave, with pay, to be deducted from the driver's record. Personal leave without pay will be granted the driver in the event he/she has no personal leave with pay available. Additional violation of this provision shall constitute insubordination.

#### Section 15.

Principals will make an effort to keep bus ramps open at arrival and departure times. In the event a problem continues to exist at a particular school(s), a meeting will be held between the driver(s) involved, a representative of the Association if requested, the principal, and the transportation administrator to receive recommendations from the drivers for the solution to the problem.

## Section 16.

A. If the total non-essential mileage between the driver's last A. M. school to the driver's home and to the first P. M. school is equal to or less than that to the compound (main or satellite), then the driver may be authorized to regularly drive the assigned bus to his/her home between runs provided there are no local ordinances, citizen complaints, or vandalism problems regarding the parking of the school bus.

B. Should a driver, who opts to take his/her bus home as described in A. above, require the use of his/her personal car due to personal business, the driver shall notify the appropriate person in the Transportation Department at least one (1) day in advance. In cases of extreme emergency, a driver may notify said designee on the same day, prior to leaving the bus.

C. It is understood that the bus will not be used for personal business or make any unauthorized stops.

D. When the assigned bus is being serviced or inspected from a satellite compound, a spare bus will be provided for the transportation back to the satellite compound.

E. The bus must be returned to its authorized storage area at the end of the day.

F. Any driver found violating any provisions contained herein shall not be allowed to drive their bus home for the remainder of the year.

## Section 17. Waiting Time

A. Employees who are assigned a mid-day run shall be paid their regular hourly rate for the shortest waiting period either prior to or after the mid-day run and may be assigned job related tasks during this period of time.

B. For the purpose of mid-term, employees who have a waiting time due to early dismissals, for reasons other than the regular shortened Wednesday schedule, shall be paid their regular rate for the shortest waiting period, minus any make up time, prior to or after the early dismissal and may be assigned job related tasks during this period of time.

Section 18.

A driver may be permitted to store his/her assigned bus at a satellite compound, providing space is available, if the non-essential mileage in three of the four situations listed below would be less than if stored at the main compound:

- A. Distance from A. M. storage to first stop
- B. Distance from A. M. school to storage
- C. Distance from P. M. storage to first school
- D. Distance from last stop to P. M. storage.

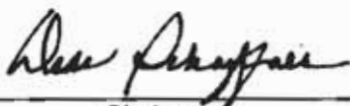
**ARTICLE XXIII  
TERM OF AGREEMENT**

The provisions of this Agreement should be binding upon the parties hereto and upon their successors.

This foregoing Agreement shall become effective July 1, 2010 and shall be implemented on the date it is signed by both parties, and shall continue in effect until June 30, 2013 with the exception of reopeners cited in "Negotiation Procedures and Guidelines".

The foregoing Agreement was ratified by the Seminole County School Bus Drivers' Association, Inc. the 22nd day of February, 2011, and the School Board of Seminole County, Florida the 22nd day of February, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 22nd day of February, 2011.



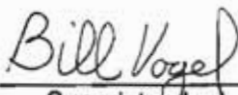
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Chairman  
School Board of Seminole County, Florida



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Chief Negotiator  
Seminole County School  
Bus Drivers' Association, Inc.



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Superintendent  
School Board of Seminole County, Florida



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Chief Negotiator  
School Board of Seminole County, Florida

**APPENDIX A  
BARGAINING UNIT MEMBERS**

The members of the bargaining unit are as follows:

Bus Monitors  
Bus Drivers

Appendix B- Grievance Form

REGISTER # \_\_\_\_\_  
BARGAINING UNIT \_\_\_\_\_

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA  
OFFICIAL GRIEVANCE FORM

NAME OF GRIEVANT(S) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

WORK CENTER \_\_\_\_\_ POSITION TITLE \_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_ DATE FILED \_\_\_\_\_

CONTRACT PROVISION(S) ALLEGED VIOLATION:

Article/Section/Paragraph \_\_\_\_\_

STATEMENT OF FACTS (BE SPECIFIC):

REMEDY REQUESTED

SIGNATURE OF GRIEVANT \_\_\_\_\_

\*\*\*\*\*

STEP I: DATE RECEIVED BY ADMINISTRATOR \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS:

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

STEP II: DATE RECEIVED BY SUPERINTENDENT \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS:

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

DISTRIBUTION:

1-Administrator    2-Grievant    3-Employee Relations    4-Bargaining Unit

# Appendix C- Days, Hours and Pay Grades

## APPENDIX C SCHOOL BOARD OF SEMINOLE COUNTY (SCSBD/BI) BUS DRIVERS/MONITORS' SALARY SCHEDULE 2010-2011 Days, Hours and Pay Grades

Position	Object	Days	Employed	Days Worked	Hours Per Day	Pay Grade
Bus Driver I	1917		186	180	** 8	1
Bus Driver II	1918		186	180	7	2
Bus Driver III	1919		186	180	6	3
Bus Monitor I	1920		186	180	7	6
Bus Monitor II	1921		186	180	6	7
Bus Monitor III	1922		186	180	5	8
Bus Monitor IV	1923		186	180	8	5

Drivers who drive less than six (6) hours will be paid on an hourly rate in accordance with their current assigned step on the 2010-11 salary schedule.  
Monitors who work less than five (5) hours will be paid on an hourly rate in accordance with their current assigned step on the 2010-11 salary schedule.  
Pre-school inservice salary is based on the regular hourly rate.

School Bus Driver, Lead - \$300.00 - Individuals selected to receive the lead driver supplement will be selected from all interested parties who have been employed as a SCPS bus driver for at least three years. The driver that receives the lead driver supplement will not accept a permanent route, but rather will be assigned as a substitute school bus driver. Once initially selected, the supplement will be designated/appointed by the Director of Transportation each year during the reappointment process.

Bus drivers or monitors will be paid one quarter-\$100, two quarters-\$125, three quarters-\$150, four quarters-\$200 for perfect attendance for each quarter during the 2010-2011 school year. The employee must be on duty for the entire workday each day during the grading period, exclusive of temporary duty, jury duty, military duty, graduation of a son or daughter from a Seminole County High School, or personal leave to observe documented traditionally recognized religious holidays, to be eligible for the bonus. This bonus shall be subject to appropriate taxes.

\*\* Exclusive of Lunch

**Bus 186/5 (B5)**  
**Salary Schedule For Fiscal Year 2010 - 11**

<b>GRADE 08</b>		<b>ANNUAL</b>
<b>BUS MONITOR III (5 Hours)</b>		
Annual Hours: 930.00		Days: 186
STEP	HOURLY	ANNUAL
1	\$9.15	\$8,507.00
2	\$9.33	\$8,677.00
3	\$9.52	\$8,851.00
4	\$9.71	\$9,026.00
5	\$9.90	\$9,209.00
6	\$10.10	\$9,394.00
7	\$10.30	\$9,581.00
8	\$10.51	\$9,771.00
9	\$10.72	\$9,968.00
10	\$10.93	\$10,166.00
11	\$11.15	\$10,370.00
12	\$11.37	\$10,578.00
13	\$11.60	\$10,789.00
14	\$11.83	\$11,005.00
15	\$12.07	\$11,226.00
16	\$12.31	\$11,449.00
17	\$12.56	\$11,680.00
18	\$12.81	\$11,913.00
19	\$13.07	\$12,151.00
20	\$13.33	\$12,393.00
21	\$13.59	\$12,641.00
22	\$13.87	\$12,894.00
23	\$14.14	\$13,151.00
24	\$14.43	\$13,415.00
25	\$14.71	\$13,682.00
26	\$15.01	\$13,957.00
27	\$15.31	\$14,236.00
28	\$15.61	\$14,521.00
29	\$15.93	\$14,811.00
30	\$16.24	\$15,107.00
Bus Monitor 5 Hour		1922

**Bus 186/6 (B6)**  
**Salary Schedule For Fiscal Year 2010 - 11**

<b>GRADE 07</b>			
<b>BUS MONITOR II (6 Hours)</b>		<b>116.00</b>	
Annual Hours:	HOURLY	ANNUAL	Days: 186
STEP			
1	\$9.15	\$10,209.00	
2	\$9.33	\$10,414.00	
3	\$9.52	\$10,620.00	
4	\$9.71	\$10,834.00	
5	\$9.90	\$11,050.00	
6	\$10.10	\$11,271.00	
7	\$10.30	\$11,497.00	
8	\$10.51	\$11,727.00	
9	\$10.72	\$11,962.00	
10	\$10.93	\$12,200.00	
11	\$11.15	\$12,445.00	
12	\$11.37	\$12,693.00	
13	\$11.60	\$12,946.00	
14	\$11.83	\$13,206.00	
15	\$12.07	\$13,470.00	
16	\$12.31	\$13,740.00	
17	\$12.56	\$14,015.00	
18	\$12.81	\$14,294.00	
19	\$13.07	\$14,580.00	
20	\$13.33	\$14,872.00	
21	\$13.59	\$15,170.00	
22	\$13.87	\$15,473.00	
23	\$14.14	\$15,782.00	
24	\$14.43	\$16,096.00	
25	\$14.71	\$16,420.00	
26	\$15.01	\$16,748.00	
27	\$15.31	\$17,082.00	
28	\$15.61	\$17,425.00	
29	\$15.93	\$17,774.00	
30	\$16.25	\$18,129.00	
Bus Monitor 6 Hour 1921			

<b>GRADE 03</b>			
<b>BUS DRIVER III (6 Hours)</b>		<b>116.00</b>	
Annual Hours:	HOURLY	ANNUAL	Days: 186
STEP			
1	\$11.38	\$12,701.00	
2	\$11.61	\$12,954.00	
3	\$11.84	\$13,212.00	
4	\$12.08	\$13,477.00	
5	\$12.32	\$13,748.00	
6	\$12.57	\$14,022.00	
7	\$12.82	\$14,302.00	
8	\$13.07	\$14,589.00	
9	\$13.33	\$14,881.00	
10	\$13.60	\$15,177.00	
11	\$13.87	\$15,482.00	
12	\$14.15	\$15,791.00	
13	\$14.43	\$16,106.00	
14	\$14.72	\$16,429.00	
15	\$15.02	\$16,758.00	
16	\$15.32	\$17,094.00	
17	\$15.62	\$17,436.00	
18	\$15.94	\$17,784.00	
19	\$16.25	\$18,140.00	
20	\$16.58	\$18,502.00	
21	\$16.91	\$18,873.00	
22	\$17.25	\$19,249.00	
23	\$17.59	\$19,635.00	
24	\$17.95	\$20,028.00	
25	\$18.31	\$20,428.00	
26	\$18.67	\$20,836.00	
27	\$19.04	\$21,252.00	
28	\$19.43	\$21,678.00	
29	\$19.81	\$22,111.00	
30	\$20.21	\$22,553.00	
Bus Driver 6 Hour 1919			

**Bus 186/7 (B7)**  
**Salary Schedule For Fiscal Year 2010 - 11**

<b>GRADE 02</b>			
<b>BUS DRIVER II (7 Hours)</b>		<b>Annual Hours:</b>	<b>Days:</b> 186
<b>STEP</b>	<b>HOURLY</b>	<b>ANNUAL</b>	
1	\$11.38	\$14,817.00	
2	\$11.61	\$15,113.00	
3	\$11.84	\$15,416.00	
4	\$12.08	\$15,724.00	
5	\$12.32	\$16,038.00	
6	\$12.57	\$16,360.00	
7	\$12.82	\$16,686.00	
8	\$13.07	\$17,021.00	
9	\$13.33	\$17,360.00	
10	\$13.60	\$17,707.00	
11	\$13.87	\$18,063.00	
12	\$14.15	\$18,422.00	
13	\$14.43	\$18,791.00	
14	\$14.72	\$19,168.00	
15	\$15.02	\$19,550.00	
16	\$15.32	\$19,941.00	
17	\$15.62	\$20,341.00	
18	\$15.94	\$20,747.00	
19	\$16.25	\$21,163.00	
20	\$16.58	\$21,585.00	
21	\$16.91	\$22,018.00	
22	\$17.25	\$22,457.00	
23	\$17.59	\$22,908.00	
24	\$17.95	\$23,364.00	
25	\$18.31	\$23,833.00	
26	\$18.67	\$24,308.00	
27	\$19.04	\$24,794.00	
28	\$19.43	\$25,292.00	
29	\$19.81	\$25,796.00	
30	\$20.21	\$26,313.00	
Bus Driver 7 Hour 1918			

<b>GRADE 06</b>			
<b>BUS MONITOR I (7 Hours)</b>		<b>Annual Hours:</b>	<b>Days:</b> 186
<b>STEP</b>	<b>HOURLY</b>	<b>ANNUAL</b>	
1	\$9.15	\$11,911.00	
2	\$9.33	\$12,149.00	
3	\$9.52	\$12,391.00	
4	\$9.71	\$12,639.00	
5	\$9.90	\$12,892.00	
6	\$10.10	\$13,149.00	
7	\$10.30	\$13,413.00	
8	\$10.51	\$13,680.00	
9	\$10.72	\$13,954.00	
10	\$10.93	\$14,233.00	
11	\$11.15	\$14,518.00	
12	\$11.37	\$14,808.00	
13	\$11.60	\$15,105.00	
14	\$11.83	\$15,407.00	
15	\$12.07	\$15,714.00	
16	\$12.31	\$16,029.00	
17	\$12.56	\$16,351.00	
18	\$12.81	\$16,677.00	
19	\$13.06	\$17,009.00	
20	\$13.33	\$17,350.00	
21	\$13.59	\$17,698.00	
22	\$13.86	\$18,051.00	
23	\$14.14	\$18,412.00	
24	\$14.43	\$18,781.00	
25	\$14.71	\$19,156.00	
26	\$15.01	\$19,540.00	
27	\$15.31	\$19,931.00	
28	\$15.61	\$20,328.00	
29	\$15.93	\$20,736.00	
30	\$16.24	\$21,149.00	
Bus Monitor 7 Hour 1920			

**Bus 186/8 (B8)**  
**Salary Schedule For Fiscal Year 2010 - 11**

<b>GRADE 01</b>			
Bus Driver I (8 Hours)			
STEP	HOURLY	ANNUAL	DAYS: 186
Annual Hours: 1488.00			
1	\$11.38	\$16,933.00	
2	\$11.61	\$17,272.00	
3	\$11.84	\$17,618.00	
4	\$12.08	\$17,970.00	
5	\$12.32	\$18,329.00	
6	\$12.57	\$18,696.00	
7	\$12.82	\$19,069.00	
8	\$13.07	\$19,452.00	
9	\$13.33	\$19,840.00	
10	\$13.60	\$20,235.00	
11	\$13.87	\$20,641.00	
12	\$14.15	\$21,055.00	
13	\$14.43	\$21,476.00	
14	\$14.72	\$21,905.00	
15	\$15.02	\$22,343.00	
16	\$15.32	\$22,790.00	
17	\$15.62	\$23,247.00	
18	\$15.93	\$23,710.00	
19	\$16.25	\$24,185.00	
20	\$16.58	\$24,670.00	
21	\$16.91	\$25,163.00	
22	\$17.25	\$25,665.00	
23	\$17.59	\$26,179.00	
24	\$17.95	\$26,703.00	
25	\$18.30	\$27,237.00	
26	\$18.67	\$27,783.00	
27	\$19.04	\$28,338.00	
28	\$19.42	\$28,903.00	
29	\$19.81	\$29,483.00	
30	\$20.21	\$30,071.00	
Bus Driver 8 Hour: 1917			

<b>GRADE 05</b>			
Bus Monitor IV (8 hours)			
STEP	HOURLY	ANNUAL	DAYS: 186
Annual Hours: 1488.00			
1	\$9.15	\$13,611.00	
2	\$9.33	\$13,864.00	
3	\$9.52	\$14,161.00	
4	\$9.71	\$14,443.00	
5	\$9.90	\$14,733.00	
6	\$10.10	\$15,027.00	
7	\$10.30	\$15,330.00	
8	\$10.51	\$15,635.00	
9	\$10.72	\$15,948.00	
10	\$10.93	\$16,267.00	
11	\$11.15	\$16,591.00	
12	\$11.37	\$16,925.00	
13	\$11.60	\$17,262.00	
14	\$11.83	\$17,608.00	
15	\$12.07	\$17,959.00	
16	\$12.31	\$18,319.00	
17	\$12.56	\$18,686.00	
18	\$12.81	\$19,060.00	
19	\$13.06	\$19,439.00	
20	\$13.33	\$19,829.00	
21	\$13.59	\$20,225.00	
22	\$13.87	\$20,631.00	
23	\$14.14	\$21,042.00	
24	\$14.42	\$21,463.00	
25	\$14.71	\$21,894.00	
26	\$15.01	\$22,331.00	
27	\$15.31	\$22,778.00	
28	\$15.61	\$23,233.00	
29	\$15.93	\$23,698.00	
30	\$16.25	\$24,172.00	
Bus Monitor 8 Hour: 1923			
Bus Monitor Temporary 1923T			



# Appendix F- Calendar Employee

## APPENDIX F SEMINOLE COUNTY PUBLIC SCHOOLS REVISED BUS DRIVER CALENDAR 2010 - 2011

	<u>BEGINS</u>	<u>ENDS</u>
Opening of School	August 16	
Labor Day Holiday	September 6	
Schools Closed/Student Non Attendance Day	September 9	
Teacher Workday/Student Make-Up Day, If Needed	October 18	
Schools Closed/Student Make-Up Day, If Needed	November 24	November 26
Thanksgiving Holiday	November 25	
Classes Resume	November 29	
Teacher Workday/Student Non Attendance Day	December 23	
Winter Vacation	December 24	January 6
Student Make-up Days, If Needed	January 5, 6, 7	
Teacher Workday	January 7	
Classes Resume	January 10	
Martin Luther King, Jr. Holiday		January 17
President's Day Holiday	February 21	
Teacher Workday/Student Non Attendance Day	March 18	
Spring Vacation	March 21	March 25
Classes Resume	March 28	
Schools Closed/Student Non Attendance Day	April 22	
Memorial Day Holiday	May 30	
Last Day of Student Attendance	June 1	
Post School Planning	June 2	June 3
Paid Holidays Include:		
September 6, 2010	January 17, 2011	
November 25, 2010	February 21, 2011	
December 31, 2010	May 30, 2011	

# Appendix G- Extended Day Care Program

## APPENDIX G EXTENDED DAY CARE PROGRAM Bus Drivers

✘ **Discounted Service:** Morning service, where it exists, and afternoon service, with space available, will be provided at a discounted rate from dismissal until 6:00 PM.

✘ **Pre-registration:** Interested employees will pre-register on May 28, 2010. Pre-registration for the general public will be held on June 4, 2010 reflective of the current rates.

✘ **Service Population:** This service will be offered to SCPS employees who are parents/custodial guardians of *SCPS elementary children*.

✘ **Registration Fee:** There is an annual \$25.00 registration fee per child.

✘ **ESSS Care:** Service will be contingent upon the ability of the staff to accommodate the needs of each child.

✘ **Parent Handbook:** All participating families must adhere to the program guidelines.

✘ **Discounted Fees for SCPS employees:**

Session	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child
AM Only	\$10.00	\$8.00	\$6.00
PM Only	\$40.00	\$37.00	\$34.00
AM & PM	\$45.00	\$42.00	\$39.00

Session	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child
AM Only	\$5.00	\$4.00	\$3.00
PM Only	\$10.00	\$9.00	\$8.00
AM & PM	\$12.00	\$11.00	\$10.00

✘ **Discounted Daily Fees for SCPS employees:**

Session	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child
Full Day Daily 7:00 AM-6:00 PM	\$29.00	\$28.00	\$27.00
No daily rates during the summer			
Full Day Weekly 7:00 AM-6:00 PM	\$115.00	\$112.00	\$109.00
No daily rates during the summer			

✘ **Full Days and summer fees**

*Current Rates for SCPS Elementary Employees* who have school age children attending their elementary school worksite.

• **Limited Service for the week:** will include morning service, where it exists and/or an afternoon service, from dismissal to one hour beyond the employee's contracted time.

Session	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child
AM &/or PM	\$10.00	\$8.00	\$6.00

✘ **Wednesday Only Service:** will accommodate supervision of employee's children on early release Wednesday. This service will include supervision for students for 30 minutes beyond the employee's contracted time.

Session	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child
PM Only	\$3.00	\$2.00	\$1.00

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Work Hours, 28  
Worker's  
Compensation,  
58,91,107