



AFSCME COLLECTIVE BARGAINING

AGREEMENT

Bus Drivers and Attendants

2007-2010

Amended April 13, 2010

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PREAMBLE

This agreement entered into by the School Board of Polk County, Florida, hereinafter referred to as the Employer, and COUNCIL #79, and Local 2227, American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as the Union, has as its purposes:

- (1) the promotion of harmonious relationships between the Employer and the Union,
- (2) the establishment of an equitable and peaceful procedure for the resolution of differences,
- (3) the protection of the public by assuring at all times the orderly and uninterrupted operations and functions of the school system, and
- (4) the establishment of rates of pay, hours of work and other conditions of employment,

WITNESSETH:

ARTICLE I
THE UNION

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

SECTION B: BARGAINING UNIT: The Employer recognizes COUNCIL #79, and Local 2227, American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive representative for the purpose of collective bargaining for the employees in the unit described below:

INCLUDED: Bus Drivers, Bus Attendants, and Driver/Dispatcher.

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

The Board agrees to grant up to nineteen (19) days of Union leave with pay to be used by the Vice President and/or his/her designee(s) to conduct Union business. This leave is in addition to any other contractual guarantees.

1. **Labor/Management Committee:** The Employer shall recognize one (1) Chief Steward, as appointed by the Union President.
 - (a) Requests for the Chief Steward to meet with employee during the working day shall be approved by the Director of Employee Relations and such requests shall not be unreasonably denied.
 - (b) Employees selected by the Union to act as Union representatives shall be known as "Stewards".
 - (c) The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union and the individuals so certified shall constitute the Union Stewards Committee.

2. **Monthly Labor/Management Meetings:** The Employer's representative may meet at least once each month, at a mutually convenient time, with the Union Stewards Committee. Cancellations shall be by mutual agreement of Labor and Management within forty-eight (48) hours.
 - (a) **Location of Meetings:** All Labor/Management Committee meetings including the monthly meeting shall be held during the working hours for no more than two (2) hours on the Employer's premises and without loss of pay.
 - (b) **Purpose of Meetings:** The purpose of Labor/Management Committee meetings will be to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer safety and other issues which would improve the relationship between the parties.

3. **Stewards Committee:** The Stewards Committee will consist of the following:

Department or Area	Number of Stewards
One driver from each area	4
ESE Driver	1
Bus Attendant	1
ESE Bus Attendant	1
Bus Driver/Attendant	4
Vice President, Bus Drivers/Attendants	1

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

SECTION D: DEFINITION OF EMPLOYEE: The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Union in the bargaining unit.

SECTION E: EMPLOYEE RIGHTS: Employees shall have the right to join or not to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining as it relates to work hours, conditions of employment or compensation.

1. They shall have the right to express and communicate views and to process grievances without fear of restraint, coercion, intimidation or reprisal by either the Employer or Union because of the employee's membership or lack of membership in the Union or by virtue of his/her holding or not holding office in the Union.
2. This provision shall be applied to all employees by the Employer and the Union.

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

SECTION G: EQUITY STATEMENT:

1. **Intent of Agreement:** The Employer and the Union agree that the basic intent of this agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force.
2. **Equal Opportunity:** The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skills and abilities without regard to race, color, creed, religion, nation origin, sex, age, marital status, handicap or political affiliation.

SECTION H: UNION DUES:

1. **Deduction Authorization:** The Employer shall deduct from the pay received on the pay day of each month, the Union dues for the current month's dues and uniform assessment fees, for every member who signed a payroll deduction authorization card specifying the amount to be deducted.
 - (a) Such authorization is revocable only at the employee's will, upon thirty (30) days written notice to the Employer and the Union.
 - (b) The Employer agrees to remit such union dues and uniform assessment fees during the first two (2) weeks of each month.
 - (c) When an employee quits, is discharged, or is laid off, any amounts due the Union will be deducted from the last salary payable.
 - (d) The Financial Secretary of the local Union shall be furnished a complete list of deductions made each month.
 - (e) The Union agrees to present to the Employer by the 10th of the month, authorization cards signed by the employees indicating the amount of the monthly dues and assessments to be deducted.

SECTION I: REPRESENTATION AT SCHOOL BOARD MEETINGS: The local Union President and/or his/her designee, will make arrangements with the Director of Employee Relations and be allowed time off the job, with no loss of pay, to attend all regularly scheduled Board meetings and/or Board Work Sessions.

SECTION J: NOTIFICATION OF BOARD MEETINGS: The Superintendent agrees to notify the President and designee of Council #79, American Federation of State, County and Municipal Employees, by providing them with the agenda and attachments within a reasonable length of time, of any School Board meetings concerning any business affecting employees covered by this bargaining unit.

ARTICLE II

BOARD'S RIGHTS

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

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

ARTICLE III

WORK TIME

SECTION A: WORK DAY: A "work day" is a period of regularly scheduled hours of work, exclusive of any lunch period. All leaves will be charged in 1 hour increments or multiples thereof.

SECTION B: WORK WEEK: A "work week" is made up of five work days, Monday through Friday during the student school year, except during weeks of scheduled "Teacher Work Days/Pupil Holidays" and holidays.

SECTION C: Modified calendar school routes shall be defined as those serving a modified calendar school that is in session after the traditional school year ends and prior to the traditional year beginning.

SECTION D: REGULAR STRAIGHT TIME HOURLY RATE: The "regular straight time hourly rate" means an employee's straight hourly base rate and applicable shift premium if any.

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

SECTION F: SICK LEAVE AS TIME WORKED FOR PURPOSE OF COMPUTING OVERTIME: Sick leave shall be considered as time worked during an employee's regular scheduled work week for the purpose of computing overtime.

SECTION G: NOTICE OF OVERTIME: The parties recognize the advisability of providing employees with adequate notice of work required beyond the basic work day or the basic work week.

When overtime requirements are known in advance, the affected employees will be advised at least four (4) hours prior to the end of the shift for daily planned overtime or prior to the end of their shift on Thursday for any planned weekend overtime.

SECTION H: PAY FOR OVERTIME

1. **Rate of Pay:** One and one-half (1-1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of forty (40) during the basic work week. Payment of overtime shall not be duplicated for the same hours worked.
2. **Compensatory Time Off:** No employee will receive compensatory time off for payment of overtime.

ARTICLE IV

PAY PRACTICES AND JOB INFORMATION

SECTION A: PAY RATES AND JOB CLASSIFICATIONS: Pay rates will be as listed in Appendix B and Appendix C and are effective as of July 1, exclusive of programs continuing from the previous school year.

SECTION B: BUS DRIVERS AND DISPATCHERS:

1. **Salary Schedule/Probationary Period:**

- (a) All newly appointed bus drivers with no experience shall be placed on step one (1) of the salary schedule and shall have a probationary period of ninety (90) calendar days.
- (b) Drivers and dispatchers will be paid according to Appendix B provisions.

2. **Experience Credit:** For the purpose of establishing experience, all references in this section to “bus driving experience” will be interpreted as meaning “verifiable experience in driving a school bus designed and primarily used for the transportation of children to and from school”.

- (a) Experience credit for previous full-time out of county bus driving shall be given credit not to exceed ten (10) years. In addition, upon returning, drivers will receive full credit for all years of previous Polk County driving experience.
- (b) Verification of experience credit must be sent to the Personnel Office within ninety (90) days of the effective date of hire.
- (c) Drivers who worked a minimum of ninety (90) days during the previous school year shall earn one (1) year of experience credit.
- (d) All drivers shall receive an additional ten cents (\$.10) per hour after having completed 10, 15, and 20 years of creditable service in Polk County. All drivers with 25, 30, 35, 40... years of creditable service in Polk County will receive an additional twenty-five (\$.25) cents per hour. This shall be paid in addition to the salary schedule.
- (e) Employees who wish to transfer from a Bus Attendant position to a Bus Driver position will be given full experience credit and placed on the closest corresponding step in Appendix B.

3. **Drivers Duty Service Year:** Drivers will serve a duty service year/work year according to the following:

- (a) Drivers Duty Service Year – 183 days; calculated as follows:
180-----Pupil Transport Days
1-----Birthday
2-----Contract Paid Holidays (refer to Article V)
183 TOTAL

4. **Driver Service Hours/Work Day** – Drivers will be guaranteed a minimum of five (5) hours per work day and the work day shall be calculated according to the following:

- (a) **Non-Route Activities:** One (1) hours and thirty (30) minutes per day shall be for non-route activities. The non-route activities included are:
 - Pre trips as required
 - FEFP reports
 - Fueling bus
 - Cleaning/sweeping bus (excludes beginning of the year cleaning)
 - All paper work related to students, registration cards and referrals
 - Annual Physical/Dexterity testing
 - Bus Inspection (one per 30 day period)
 - Updating routes to include time & load counts as requested
 - Evaluation

Bus breakdown not exceeding one hour
 Employee initiated supervisory meeting
 All Drug/Alcohol testing

- (b) **Regular Route Time:** Route time begins at first assigned pupil pickup and continues until assigned last pupil drop off for both a.m. and p.m. runs.
- (c) **“Goldenrod”** – The term “Goldenrod” refers to the form that the administrative staff will utilize to calculate a driver’s hourly time for an assigned route. During the back to school inservice, an initial Goldenrod will be submitted based on the planned route time in our automated routing program. The Goldenrod may be modified after the first ten (10) school days to reflect the actual time the route takes to complete. Refer to the following example for detail/formula on how an hourly assignment is to be determined and documented on a goldenrod form:

EXAMPLE: Goldenrod Calculation

First assigned a.m. pick up	6:45 a.m.
Last assigned a.m. drop off	8:45 a.m.
Total A.M. Route Time	2 hours
First assigned school pick up p.m.	2:00 p.m.
Last assigned student drop off p.m.	4:15 p.m.
Total P.M. Route Time	2 hours, 15 minutes
Total A.M & P.M. Route Time	4 hours, 15 minutes
Non-Route Time	1 hours, 30 minutes
Total Pay for Day	5 hours, 45 minutes

Work day hour rounded to the Quarter Hour -----5.75 hours

Total hours for the day are to be reduced to portions of an hour utilizing the Following table:

1 - 7	Minutes	= 0.00
8 - 22	Minutes	= 0.25
23-37	Minutes	= 0.50
38-52	Minutes	= 0.75
53-60	Minutes	= 1.00

- (d) **Modification of Goldenrod:** When the Goldenrod is modified during the service year, compensation hours will be adjusted (retroactive) not more than five days prior to the date it is received in the Support Services payroll office, where applicable.
- (e) **Appointment Made During the Duty Service Year:** When a driver is appointed, the duty service days enumerated herein shall be modified to those the driver will actually qualify for. For

example, a driver appointed in January of any given year would only receive one of the two “contract paid holidays” as one is credited each semester.

5. **Dispatchers Duty Service Year:** Dispatchers will serve a duty service year equal to the number of days students are in attendance. Except in unusual circumstances, dispatchers will not work on non-student contact days.
6. **Dispatchers Work Day:** Dispatchers work day will be eight hours per day.
7. **Unscheduled Call Out:** A call out is defined as any work performed by an employee that is not normally scheduled as a part of their duty day and such work begins more than one hour before the morning or afternoon run is scheduled to commence or more than one hour after the last run of the day has concluded. Employees will receive a minimum of two (2) hours per day for any call out as defined above. Early Release days are scheduled and will not be considered a call out.
8. **Modified School Routes:** Employees whose routes include service to modified calendar schools may be required to work prior to or following the traditional calendar year. If so required, the employee shall be paid their regular hourly pay rate for three (3) hours per day.
 - a. One (1) hour non-route activity
 - b. Two (2) hours route activity
9. **Additional Time:** Employees must have three and one-half (3 ½) hours of route time before requesting additional time due to helping out on other routes, delays, etc.
10. **In-Service:** Appointed Bus drivers will be paid at the rate that is equal to Step 1 of the Bus Drivers’ salary schedule for in-service workshops. During the student school year two (2) pupil holidays may be used for in-service and all other in-service training shall be done in between scheduled runs and/or nights.
11. **Physical Examinations:** Bus Drivers pre-employment and annual physical exams will be performed by Doctor/Doctors specified by School Board and will be paid for by the School Board.

SECTION C: BUS ATTENDANTS: All new Bus Attendants will be paid at step one (1) of the salary schedule and shall have a probationary period of ninety (90) calendar days.

1. **Supervision and Job Description:** Bus attendants will work according to a job description provided them at the beginning of their appointment and shall work at the supervision of the Area Manager.
2. **Experience Credit:** Experience credit for previous full-time out of county related work shall be given not to exceed ten (10) years.
 - (a) Bus Attendants who worked a minimum of ninety (90) days during the previous school year earn one (1) year of experience credit.
 - (b) All attendants shall receive an additional ten cents (\$.10) per hour after having completed 10, 15, and 20 years of creditable service in Polk County. All attendants with 25, 30, 35, 40....years of creditable service in Polk County will receive an additional twenty-five cents (\$.25) per hour. This shall be paid in addition to the salary schedule.

- (c) Bus Attendants who have previous experience as a Polk County bus attendant or bus driver and return to the system as an attendant or driver will be given full experience credit. Salaries will be computed from the beginning step and be placed on the closest corresponding step.
- (d) Employees who wish to transfer from a Bus Driver position to a Bus Attendant position shall be given all experience credit and placed on the appropriate step in Appendix C.

3. **Duty Service Year:** Attendants will serve a duty service year/work year as according to the following:

- (a) Attendants Duty Service Year – 183 days; calculated as follows:

180.00-----Pupil Transport Days
 1.00-----Birthday
2.00-----Contract Paid Holidays (refer to Article V)
 183.00-----TOTAL – Duty Service Year

4. **Attendant Service Hours/Work Day:** Attendants will be guaranteed a minimum of five (5) hours per work day and the work day shall be calculated according to the following:

- (a) Non-Route Activities: One (1) hour and thirty (30) minutes per day shall be for non-route activities. The non-route activities included are:

Pre trips as required
 FEFP reports
 Fueling bus
 Cleaning/sweeping bus (excludes beginning of the year cleaning)
 All paper work related to students, registration cards and referrals
 Annual Dexterity testing
 Bus Inspection (one per 30 day period)
 Updating routes to include time & load counts as requested
 Evaluation
 Bus breakdown not exceeding one hour
 Employee initiated supervisory meeting
 All Drug/Alcohol testing

Bus attendants are required to assist the driver in the daily maintenance and operation of the bus (see list above). Assisting students and student management are the primary responsibilities of the bus attendant.

- (b) **Regular Route Time:** Route time begins at first assigned pupil pickup and continues until last assigned pupil drop off for both a.m. and p.m. runs.
- (c) **“Goldenrod”** – The term “Goldenrod” refers to the form that administrative staff will utilize to calculate an attendant’s hourly time for an assigned route. During the back to school inservice, an initial Goldenrod will be submitted based on the planned route time in our automated routing program. The Goldenrod may be modified after the first ten (10) school days to reflect the actual time the route takes to complete. Please refer to the following example for detail/formula on how an hourly assignment is to be determined and documented on a goldenrod form:

EXAMPLE: Goldenrod Calculation

First assigned a.m. pick up	6:45 a.m.
Last assigned a.m. drop off	8:45 a.m.
Total A.M. Route Time	2 hours
First assigned school pick up p.m.	2:00 p.m.
Last assigned student drop off p.m.	4:15 p.m.
Total P.M. Route Time	2 hours, 15 minutes
Total A.M & P.M. Route Time	4 hours, 15 minutes
Non-Route Time	1 hours, 30 minutes
Total Pay for Day	5 hours, 45 minutes

Work day hour rounded to the Quarter Hour -----5.75 hours

Total hours for the day are to be reduced to portions of an hour utilizing the following table:

1 -7	Minutes = 0.00
8 -22	Minutes = 0.25
23-37	Minutes = 0.50
38-52	Minutes = 0.75
53-60	Minutes = 1.00

5. **Appointment Made During the Service Year:** When an attendant is appointed, the duty service days enumerated herein shall be modified to those the attendant will actually qualify for. For example, an attendant appointed in January of any given year would only receive one of the two “contract paid holidays” as one is credited each semester.
6. **Appointed Bus Attendants** will be paid at the rate that is equal to Step 1 of the Bus Attendants’ salary schedule for in-service workshops. During the student school year, two (2) pupil holidays may be used for in-service and all other in-service training shall be done in between scheduled runs and/or at night.

SECTION D: PAYCHECKS:

1. **Base Pay:** Employees covered by this collective bargaining agreement shall receive a form with their pay checks indicating field trips; overtime, etc. In the event that any changes are made on a time sheet, the employee will be furnished a copy. Paychecks will be distributed in equal installments over twelve months.
2. **Unpaid Absences:** Deductions for days without pay will be calculated by the employees certified goldenrod hours multiplied by the employees hourly rate of pay for the number of days missed. For partial days, the same calculation will be used except the number of hours missed will be inserted for the goldenrod hours.

SECTION E: GENERAL COMPENSATORY PROVISIONS:

1. When an employee performs an extra duty as defined by this agreement, the employee shall be paid their hourly rate for the time spent calculated from the time the employee reaches their destination and until the activity has concluded for the day. The employee will receive travel time to and from their home base only if the travel is achieved using their personal vehicle. Employees utilizing their school district assigned vehicle will not be eligible for travel time. At no time will an employee receive more than 30 minutes one-way for travel time. The employee is eligible only if the aforementioned duties and meetings take place outside of the goldenrod assigned time allotment. Travel time does not apply to "Area Manager Assistants" or "Driver Training" assignments. All requested time shall be recorded on the individual's time sheet in order to qualify for compensation.
2. The term "Home Base" shall be defined as the site where the bus is registered (on a form developed by management for that purpose) to be parked in the off duty hours. This site is to be registered by the area manager on an annual basis and amended when a change is required by circumstance during the duty year.
3. The following activities are eligible for extra duty compensation with special qualifications:
 - CPR and First Aid training
 - More than one bus inspection per 30 day period
 - Break downs that exceed one hour in length
 - Covering routes that exceed (goldenrod) time
 - In-Service – 3 per year
 - Meetings with any transportation staff members, approved by area manager (excluding discipline, grievances or corrective action meetings. Meetings requested by the employee are exempt from this provision)
 - Parent conferences as approved by supervisor
 - Meetings with school or district administrative staff, as approved by supervisor (excluding discipline, grievances or corrective action meetings)
 - Clean bus at the beginning of the year (3 hours)
 - Practice Run at the beginning of the year (2 hours)
 - Authorized repairs made to assigned vehicle outside the 30 day inspection process

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

1. **Maximum Leave:** Leave for injury or illness, caused by a communicable disease contracted in the line of duty will be granted up to a maximum of ten (10) days per year when an employee is absent from his/her duties because of such injury/illness. The following list while not to be interpreted to be all inclusive, are examples of communicable diseases. (Aids, Chicken Pox, Measles, Head Lice, Hepatitis A and B, Meningitis, Mumps, Scarlet Fever, Strep Throat, Tuberculosis and Whooping Cough.)
2. **Reporting Requirements:** For an injury/illness as referred to in Section 1 above to be considered as a qualifying injury/illness under this policy, it must be reported to the immediate supervisor within twenty-four (24) hours.

SECTION G: TERMINAL PAY: The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one (1) year, if service is terminated by death.

1. **Amount:** Such terminal pay shall be in the amount determined by the hourly rate of pay of the employee at the time of termination and the number of years of service in Polk County.
2. **Calculations:** Calculations shall be made as follows:
 - (a) During the second (2nd) and third (3rd) years of service, the hourly rate of pay multiplied by thirty-five percent (35%) times the number of hours of accumulated sick leave;
 - (b) During the fourth (4th), fifth (5th), and sixth (6th) years of service, the hourly rate of pay multiplied by fourth percent (40%) times the number of hours of accumulated sick leave;
 - (c) During the seventh (7th), eighth (8th), and ninth (9th) years of service, the hourly rate of pay multiplied by forty-five (45%) times the number of hours of accumulated sick leave;
 - (d) During and after ten (10) years of service with the Board, the hourly rate of pay by fifty percent (50%) times the number of hours of accumulated sick leave;

Exception: Payment for sick leave earned prior to July 1, 1985, and after thirteen (13) years of service in Polk County, shall be paid at one hundred percent (100%) of the hourly rate of pay at the time of conclusion of service with the Polk County School Board.

SECTION H: EVALUATION: The purpose of evaluation is to assess and/or improve the quality of the employee's performances.

1. **Annual Evaluation:** An annual evaluation shall be given by the immediate supervisor.
2. **Immediate Supervisor:** The immediate supervisor may receive input for evaluation purposes by employees who have been designated the responsibilities of directing other employees in their work assignments.
3. **Employee Receipt:** The employee shall receive a copy of the completed evaluation form.

SECTION I: SUMMER EMPLOYMENT: Summer employment for bus drivers or attendants shall be filled by a regular bus driver or attendant employed in the Polk County school system during the regular school year if there are enough qualified applicants for such positions.

1. **Application:** Each year by April 15th, bus drivers and attendants who desire summer employment shall make written application for a position to the Area Coordinator in each area. Such application shall refer to and shall include the following:
 - (a) School and job classification during the regular school year;
 - (b) A bus driver or attendant may list schools in order of preference on his/her application.
2. **Procedure for Selection:** The following criteria shall be considered by the administrator making the selection:
 - (a) Job classification during the school year;

- (b) Seniority in the area.
- 3. **Notice of Hiring:** Bus drivers and attendants will be offered an assignment for the summer by May 15th or the earliest possible date. All applicants who were selected shall notify their Area Manager of their acceptance within ten (10) days after notification. Failure to do so will indicate that they do not desire employment for the summer.
- 4. **Pay Schedule:** Summer school checks will be distributed on the next regular scheduled payroll processing.
- 5. Drivers and Attendants will be paid their regular rate of pay for all summer work performed.

SECTION J: EXTRA DUTY ASSIGNMENTS AND SPECIAL POSITION ASSIGNMENTS: Extra duty assignments and special positions shall be filled by bus drivers or attendants employed in the Polk County school system during the regular school year.

- 1. **Special Position Assignments:** Vacancies for special position assignments shall be posted as needed. Two positions will be considered Special Position Assignments; others may be added upon mutual agreement of the parties to this agreement:
 - Assistants to Area Managers
 - Assignment as a trainer
- 2. **Procedure for Selection:** The following criteria shall be considered by the administrator making the selection:
 - a. Job classification during the school year
 - b. Seniority in the area
 - c. Background and experience

While taking into consideration the above selection criteria, management has the right to hire those employees they feel are most appropriate and qualified for the position open.

- 3. **Rate of Pay:** Drivers and attendants will be paid their regular rate of pay for all hours of special assignments performed (i.e. hours multiplied by regular rate of pay (equals) compensation).
- 4. Drivers called to cover individuals on Extra Duty or Special assignment where it involves time above their “goldenrod” time allotment shall be compensated at their established hourly rate for the time involved in that coverage.

SECTION K: FIELD TRIPS: Field trips will be defined as trips requiring the use of Polk County School Buses which transport students to off campus activities.

- 1. **Exclusions:** Transportation between instructional sites are included in another category of student transportation and therefore excluded under the definition of a field trip.
- 2. **Application:** All employees who wish to make field trips, at the beginning of the school year, must fill out the application for field trip request form, Appendix D. The application must be turned into their area manager no later than ten working days from the beginning of the school year or from the

time of their appointment. Option Selection: Employees will select from one of the following options:

(a) Choice of Time of Day Option

- Midday Only: After 9:00 a.m. and before 1:30 p.m. Monday through Friday
- After Hours Only: After 4:30 p.m. Monday through Friday and all day Saturday and Sunday
- All Trips: Eligible to make all trips at all available hours.

(b) Choice of Zone Option

- Zone Selection: Employees will select one (1) of the zones listed in this Article IV under the title “Transportation Field Trip Zone List”.
- When field trip zones have disproportionate numbers of employees to sign up, senior employees will receive their preference and less senior employees will be assigned to an adjacent area.
- When there is a shortage of employees in a particular zone, the top five (5) senior employees in each zone are designated to serve adjacent zones on a rotating basis.
- When the number of drivers drops below the level necessary to provide service to schools, drivers will be taken from other option categories, in reverse seniority order, to make trips as necessary. Volunteers will be considered in lieu of reverse seniority.

3. **Placement on Trip Rotation List:** Those employees making application for field trips initially will be placed on the field trip rotation list in seniority order. The following procedures will apply:

- (a) Employees wishing to make field trips after the initial deadline may be added to the rotation list but will be placed at the bottom of the rotation list.
- (b) Once a name is on the list, the individual will remain until the end of the school year unless the field trip office is notified in writing by the employee to remove their name or they are removed for a penalty by administrative letter detailing the offense and the penalty. In this circumstance, the individual will be removed accordingly to the penalty assigned subject to appeal rights as provided in this Article.
- (c) Drivers may change their time of day or zone option once during the school year. The request for change must be in writing and submitted to the Operations Manager for approval.

4. **Compensation for Field Trip Service:** Employees will receive their regular hourly rate of pay for all field trip time. Time will begin when the employee leaves his/her home base and will end when he/she returns to home base.

5. **Overnight Trips/Maximum Payment:** The maximum payment for trips that require spending the night is fourteen (14) hours per twenty four (24) hour period. The sponsoring group is responsible for making and paying for accommodations.

6. **Trip Assignment:** The Transportation Office will assign all field trips requiring the use of Polk County school buses according to the following:
 - (a) The field trip office will organize the field trips in the date and time order they are received. In the event that more than one trip is scheduled out of the same zone on the same day at the same time, trips will be assigned as they are received in the field trip office.
 - (b) The assignment of trips will be made from a seniority list for each zone on a rotating basis. Trips will be assigned by the time and date that the trip is to be made.
 - (c) Trips will be posted Tuesday noon at each zone posting school for the trips the week beginning the following Monday. Each employee is required to check the zone posting schools and sign acceptance by noon, Thursday following the Tuesday posting.
 - (d) Trips received late and re-assignments will be assigned via radio, beginning at 8:45 a.m. until completed.
 - (e) Drivers are assigned according to the rotation list and a driver's available field trip times. The field trip office determines a driver's available field trip time by adding fifteen (15) minutes to the time fully unloaded in the a.m., subtracting fifteen minutes from time first school dismissed in p.m., and adding fifteen (15) minutes to time fully unloaded in p.m. on the driver's golden rod sheet.
 - (f) When the school year begins, the rotation lists are first organized in seniority order.
 - (g) At the moment the first field trip is assigned and the first driver is rotated, seniority order is no longer in effect with the exception of out of zone field trips. Any time a driver is posted for a trip that driver will automatically rotate. If a driver is called out for a trip over the radio and the driver does not respond or the driver rejects the trip, and the trip is more than forty-eight hours away, the driver will rotate. The only exceptions are bus inspections, CPR, First Aid, In-Service, a doctor's appointment, a time conflict with your route, etc.
7. **Ineligible Employees:** Employees who work in excess of thirty-eight (38) hours per week for the Polk County School Board are not eligible to make field trips.
 - (a) When an employee reaches in excess of thirty-eight (38) hours of work for the Polk County School Board in a week, they will no longer be eligible for the rotation for that week. Employees must notify the field trip office as soon as they realize that they will exceed the 38 hour limit.
 - (b) Employees will not knowingly accept a field trip if it will put them in excess of 40 hours during the work week, without authorization from the field trip office.
8. **Zone Options:** ESE Drivers/attendants may take field trips from any center where they provide home/center/home transportation. ESE Drivers/Attendants may make other field trips in a zone in their geographic area. In the event that an ESE Driver/Attendant does not serve a center, they shall be allowed to sign up at a center in their geographic area.
9. **Unscheduled Trips:** Field trips created as the result of students winning in competition and not previously scheduled will automatically be assigned to the employee or employees given the original trip (example: elimination tournaments).

10. **Cancellations/Refusals:** Any trip being cancelled by management with less than twenty-four (24) hours notice will result in the employee receiving a two (2) hour call-out for pay.
- (a) **Penalty for Refusals (Category 1 Infractions):** Any employee who refuses nine (9) field trips will be removed from the rotation list for the remainder of the school year. Not signing for a field trip shall be considered a refusal. Exception: Trips assigned with less than forty-eight hours notice.
 - (b) Drivers who do not respond to radio contact during the specified time shall be rotated. Exception: Trips assigned with less than forty-eight hours notice.
11. **Penalties for Field Trip Infractions (Category 2 Infractions):** Employees will be penalized two (2) rotations off the list for the first offense and removed from the list for the second offense for:
- (a) Drivers will not leave the field trip site without the written permission of the field trip sponsor. Leaving the trip for any reason, without permission will result in a two-trip penalty. It will be the driver's responsibility to communicate with the sponsor as to how and where they may be located, in the case of an emergency.
 - (b) Failing to report to trip sponsor.
 - (c) Failing to report with proper bus and equipment for the purpose of the trip.
 - (d) Cancels out on an accepted trip with less than twenty-four (24) hours notice.
 - (e) Failing to sign up for a trip then shows up and takes said trip after it had been re-assigned to another driver.
 - (f) Reporting more than ten (10) minutes late for a trip without a valid reason.
 - (g) Employees who exceed 38 hours in a given week will be rotated to the bottom of the list for that week.
12. **Penalties for Field Trip Infractions (Category 3 Infractions):** Employees will be removed from the field trip list for the remainder of the current school year for the first offense and permanently removed for any subsequent offense as listed below:
- (a) Signing the field trip posting for any other person than himself or herself.
 - (b) Removing, defacing or otherwise marking on the field trip posting, without authorization from the field trip office or their designee.
13. **FIELD TRIP COMMITTEE:** There will be a field trip committee, composed of both bargaining unit and transportation support personnel. Membership of the committee will be comprised of six members with three members appointed by the Vice-President of the Bus Drivers Local 79 and three members appointed by the district.
- (a) It shall be the responsibility of the committee to resolve problems with the field trip process and to review practice to ensure that daily field trip operations are consistent with the terms of this contract.

(b) The committee may hear and act/render decisions on appeals to penalties/infractions assessed by management, described as Category 1, Category 2 and Category 3. Subsequently, drivers and attendants may appeal penalties and infractions levied by management to the committee.

14. **ZONES:** Schools will be served by employees who provide their normal home/school/home transportation, where possible. Schools marked with an asterisk (*) are the Posting Schools. Trips for all Zone Schools will be posted at these schools which are listed in alphabetic order for convenience:

Transportation Field Trip Zone List

ZONE A

Frostproof Mid/Sr
 Babson Park Elem
 Ben Hill Griffin Elem
 Frostproof Elem
 Frostproof Head Start

ZONE B

Lake Wales Sr
 Hillcrest Elem
 Janie Howard Wilson Elem
 Lake Wales Head Start
 McLaughlin Countywide
 McLaughlin Middle
 Polk Ave. Elem
 Roosevelt Academy/ESE
 Spook Hill Elem

ZONE C

Haines City Sr
 Don E Woods Center
 Dundee Elem/ESE
 Dundee Ridge Middle
 Karen M. Siegel Academy
 Lake Marion Creek Elem
 Laurel Elem
 Palmetto Elem
 Ridge Teen Parent Center
 Ridge Career
 Sandhill Elem

ZONE D

Winter Haven Sr.
 Brigham Academy
 Chain of Lakes Elem
 Denison Middle
 Elbert Elem
 Garden Grove Elem
 Garner Elem
 Jewett Academy
 Jewett School of the Arts
 Kiddie Corner
 Mrs. Pearson's Preschool

ZONE F

Lakeland Sr
 Alpha Child Care
 Beacon Hill PreSchool
 Bill Duncan
 Cleveland Court Elem
 Crystal Lake Elem
 Crystal Lake Middle
 Harrison Arts Center
 Lakeland BEST
 Lakeland Teen Parent
 Philip O'Brien Elem (Lime St.)
 Oscar J Pope Elem/ESE
 Southwest Elem
 Southwest Middle
 Traviss Career Center

ZONE G

Kathleen Sr
 Blake Academy
 Dixieland Elem
 Griffin Elem
 Jesse Keen Elem
 Kathleen Elem
 Kathleen Middle
 Kids Town Preschool
 Lakeland 1 & 2 Head Start
 Lawton Chiles Middle Academy
 McKeel Academy
 Sleepy Hill Elementary
 Sleepy Hill Middle
 Winston Elem

ZONE H

Lake Gibson Sr
 Churchwell Elem
 Combee Elem
 Combee Head Start
 Doris Sanders
 Dr. N.E. Roberts Elem
 Lake Gibson Middle
 Lincoln Academy
 North Lakeland Elem

ZONE J

Alturas Elem
 Bartow Academy
 Bartow IB
 Bartow Middle
 Bartow Senior
 Bartow 1 & 2 Head Start
 Compass Middle
 Floral Ave Elem
 Gause Academy
 Gibbons St. Elem
 Highland City Elem
 Polk Life & Learning
 Stephens Elem
 Union Academy

ZONE K

Ft. Meade Mid/Sr
 Alpi Ft Meade Preschool
 Ft Meade Head Start
 Lewis Elem
 Anna Woodbury Elem
 Gause-Riverside Academy

ZONE L

George Jenkins Sr
 Carlton Palmore Elem
 Highlands Grove Elem
 Lakeland Highlands Middle
 Medulla Elem
 Medulla Head Start
 R Bruce Wagner Elem
 Scott Lake Elem
 Valleyview Elem

ZONE M

Lake Region Sr.
 Eagle Lake Elem
 Eagle Lake Head Start
 Inwood Elem
 Lake Deer Head Start
 Pinewood Elem
 Snively Elem

Winter Haven BEST
Winter Haven Head Start

ZONE E

Auburndale Sr
Auburndale Central
Auburndale Head Start
Boswell Elem
Caldwell Elem
Lake Alfred-Addair Middle
Kid Stop Enrichment
Lake Alfred BEST
Lake Alfred Elem
Lena Vista Elem
Polk City Elem
Polk Training Center
Stambaugh Middle

Padgett Elem
Rochelle School of the Arts
Socrum Loop Elem
Socrum Head Start
Wendell Watson Elem

ZONE I

Mulberry Sr
Kingsford Elem
Mulberry Head Start
Mulberry Middle
Purcell Elem
Sikes Elem

Snively Head Start
Wahneta Elem
Westwood Middle

ZONE N

Ridge Community Sr
Alta Vista Elem
Bethune Academy
Boone Middle
Daniel Jenkins Academy
Davenport Head Start
Davenport School of the Arts
Eastside Elem
Haines City Head Start
Loughman Oaks Elem
Loughman Oaks Head Start
Ridgeview Global

SECTION L: OVERPAYMENTS AND UNDERPAYMENTS

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

- A. Employees who were placed incorrectly on the salary schedule.
- B. Employees who received a supplement to which they were not entitled.

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

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

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

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

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

In the event an employee is paid for leave time that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

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

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

ARTICLE V

HOLIDAYS

SECTION A: RECOGNIZED/PAID HOLIDAYS: Recognized Holidays shall be defined as all pupil holidays within the school year as determined annually by the School Board adopted calendar. Employees shall receive two (2) paid holidays, based on their regular hourly rate of pay for their current assigned route time, provided they are employed at least forty-five (45) workdays preceding the Christmas break and forty-five (45) workdays preceding the end of the school year.

SECTION B: BIRTHDAY/HOLIDAY: Each employee shall receive one (1) days pay at his/her regular rate of pay (for assigned route time) as a birthday holiday during their birth month. Birthdays falling in July will be paid on the August Training paycheck.

ARTICLE VI

SENIORITY

SECTION A: DEFINITION: "Seniority" means an employee's length of continuous service with the Employer since his/her last date of hire.

SECTION B: BREAKS IN CONTINUOUS SERVICE: An employee's continuous service record shall be broken by voluntary resignation or discharge for just cause. However, if the employee is rehired within ten (10) working days, the break in continuous service shall be removed from his/her record.

SECTION C: PROBATIONARY EMPLOYEES: All new employees hired to fill a permanent position are considered on probation for a period of ninety (90) calendar days exclusive of the traditional summer break. At the end of that period the employee will be added to the seniority list as of his/her date of hire at the start of his/her probationary period.

SECTION D: SUBSTITUTE EMPLOYEES: Substitute employees may be hired to fill vacant positions for no more than thirty (30) consecutive work days, except when they are hired to work for a regular employee who is not able to work because of a disability, a duly authorized leave, or a suspension.

1. **Acknowledgment Letter:** Substitute employees hired to work for a regular employee who is unable to work because of a disability, a duly authorized leave, or a suspension, shall be notified, in writing, they are working only until the regular employee returns to work. Said substitute employee shall sign the letter as an acknowledgement.
2. **Seniority Rights/Fringe Benefits:** Persons so hired shall have no seniority rights nor accrue fringe benefits.

SECTION E: TEMPORARY EMPLOYEES: Temporary employees are persons hired to perform work that is not of a permanent nature.

1. **Seniority Rights/Fringe Benefits:** Persons so hired shall have no seniority rights nor accrue fringe benefits.
2. **Duration:** No temporary employee will be hired to work for more than one hundred and twenty (120) consecutive calendar days.
3. **Hiring Procedures:** Temporary employees shall not be hired to circumvent the appointment or advancement of any employee to a permanent or higher paying position; nor shall a temporary employee be rehired in the same department as a temporary employee for a period of thirty (30) calendar days.

SECTION F: LAYOFF, BUMPING, RECALL: In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their county-wide seniority. If relocation of senior employee results in additional dead head mileage the employee would be required to provide their own transportation to a pre-determined storage location. In the event that a route opens in employee's original geographic area he/she would have first choice at the route prior to the bid process.

1. **Seniority Rights:** When an employee is laid off due to reduction in work force, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee with less seniority).
2. **Procedures:** Such employee, if he/she so desires, may bump any employee in an equal or lower pay classification provided the bumping employee has greater seniority than the employee he/she bumps, and also provided he/she has the skill, ability, and qualifications required to perform the job.
 - (a) All laid off employees shall be notified and recalled in inverse order of their lay-off, provided they have the skill, ability and qualifications required to perform the job.
 - (b) New employees shall not be hired into positions for which there are qualified laid off employees.
3. **Failure to Report:** Seniority shall be terminated if the laid off employee fails to report for work within fifteen (15) days of recall from lay off.
4. **Notice of Recall:** Notice of recall for this purpose shall be deemed sufficient if delivered to the employee personally or if the employee is notified by registered mail at his/her last known address on file at the School Board.
5. **Hospitalization Insurance:** The Employer agrees to continue basic group hospitalization insurance premium payments for two (2) additional months after an employee is on lay off.

- (a) The employee may continue to pay his part of the premium subject to the provisions of the Cobra Law, provided the payment is received by the Finance Department on or before the fifth (5th) day of each month.
 - (b) But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.
6. **Fringe Benefits:** An employee will accrue no fringe benefits while on lay-off status, but upon returning to work, will have restored to him/her any fringe benefits which he/she had accrued prior to being laid off.

SECTION G: ROUTE OPENINGS: Regular drivers/attendants according to seniority shall be given first consideration when new or open routes become available in the same geographic area.

- 1. Any time assigned as additional time or a two (2) hour callout will remain with the assigned employee/route until the route exceeds eight (8) hours per day or the driver relinquishes the route or the route changes to the degree that making the additional time is no longer possible.
- 2. Employees will be allowed to place multiple bids with the understanding that the employer is only obligated to consider the primary bid. Once the employee is offered a bid then all other bids will be discarded and not considered. It is the employee's responsibility to clearly mark his/her bid indicating priority order.
- 3. Employees cannot submit more than three (3) bids per bid period.
- 4. Employees will be notified of the status of their bid, within five (5) consecutive workdays of the closing of the bid. Employees will have five (5) workdays, after assuming the new run or route, to return to their previous route, without penalty. Drivers/attendants may only change positions once per semester or once every 90 days whichever period is longer. **Exception:** Employees may bid on additional time runs as they become available providing they do not drop any run/route they have obtained by successful bid within the past forty-five (45) calendar days.
- 5. All openings after the last bid cycle of the current school year will be posted during the first bid cycle of the upcoming school year.
- 6. Once the employer has offered the bid to the successful bidder, the employee has three days to accept or reject it. Acceptance or rejection must be in writing and must be done within three (3) days of notification. The operations department secretary must receive notification no later than the close of business on the 3rd workday. Failure to accept or reject, in writing, or failure to meet three-day timeline, will be considered an automatic rejection.

Bid Cycles: Routes and additional time shall be bid out once each semester for a total of two in one year. Bids will be posted beginning the fourth (4th) week of each semester. In the event a route becomes open between bids, Management will determine who is to fill the route with the understanding that the route will be bid during the next bid cycle. In the event additional time becomes available between bids, the additional time will be offered to the most senior appointed employee who is eligible, in the geographic area, with the understanding that the additional time will be bid during the next bid cycle. Open routes at the end of each bid cycle will be made available to appointed employees as deemed necessary by Management.

ARTICLE VII

DISCIPLINE AND DISCHARGE

SECTION A: PROGRESSIVE DISCIPLINE: Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. A copy of any notice of disciplinary action will be provided to the union president and chief steward. Progressive discipline shall consist of the following and be properly documented with copies provided to the employee.

- (a) Verbal Reprimand
- (b) Written Reprimand
- (c) Suspension or Demotion
- (d) Discharge

1. **Notice of Disciplinary Action:** A copy of any notice of disciplinary actions will be sent to the Union President and the Vice President for Bus Drivers/Attendants.

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

Any act of violence on the job, any profane, obscene, or abusive language used while on the job, any action by the employee which willfully jeopardizes the safety of the students.

2. **Reprimand:** If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

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

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

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

that results in disciplinary action (suspensions or recommendations for terminations) by the district are exempted from the two year moratorium.

SECTION C: DISCHARGE: The Employer shall not discharge any employee without just cause.

1. **Recommendation:** If the Employer feels there is cause for discharge of an employee, the Superintendent will suspend the employee without pay and make his recommendation of discharge at the next regular Board meeting, provided that there are five (5) working days between the suspension date and the Board meeting; otherwise the recommendation will be made at the second (2nd) Board meeting following the suspension.
2. **Hearing:** The employee will be offered a hearing before the Board or Board appointed hearing officer and such hearing will be conducted, if the employee requests it, before the final action of discharge.
 - (a) Any Board hearing conducted at the request of the employee will preclude the use of the grievance procedure.
 - (b) The Union and/or employee shall have the right within five (5) working days after the suspension to take up a grievance concerning the discharge at Step III of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.
3. **Reinstatement:** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

SECTION D: TERMINATION/ABANDONMENT OF POSITION: When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three (3) consecutive work days, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

ARTICLE VIII

EMPLOYEE ACCOUNTABILITY PLAN

DEFINITIONS

“Employee” shall mean any person who is hired for the purpose of either driving a school bus or monitoring students on a school bus as a part of their job description.

TRAINING PROGRAM

Once approved for employment, all school bus drivers shall be instructed in safe driving techniques during training as required by law. Other employees will be provided training as deemed necessary by the appropriate departmental supervisor.

REMEDICATION

An employee may be required to attend remedial training without pay if he/she accrues at least nine (9) demerits under the Employee Accountability Plan in any calendar year. Training must be completed no more than 45 days from date of notification. Failure to complete required training will result in progressive disciplinary action.

The cost of the remedial training will be at the expense of the employee and will be achieved during non-work hours. Cost may include, but is not limited to, fees for a driver improvement class and personal transportation to and from the program.

ADMINISTRATION AND DISCIPLINARY ACTIONS

Infractions will be documented upon direct observation by one of the following people: Assistant Superintendent of Support Services, Director of Operations, Assistant Director of Operations, Director of Vehicle & Safety Services, Supervisor of Vehicle & Safety Services, Safety Specialists, Training Specialists, Area Managers, Service Managers and the Director of Safe Schools and Supervisor of Safe Schools.

Employees will be notified of infractions in a manner that will not embarrass the employee before other employees, students, or the public. The Assistant Superintendent of Support Services or his/her designee will then assign demerits for each infraction.

For infractions of a severe nature, employees may be required to appear before a committee prior to demerits being assessed.

Records shall be maintained in each employee’s database file in order to keep a record of any demerits the employee may receive.

When an employee is assigned demerits, he/she shall receive written notification of the number of demerits, the infraction, the date of the infraction, and date the demerits are assigned. The employee will be required to sign the form as acknowledgement of receipt of the notification. Failure to sign the notification form will not prevent the assessment to your record and forfeits any appeal process available to the employee.

An accumulation of demerits will result in recommendations for disciplinary action as indicated below:

NUMBER OF POINTS	TIME	ACTION
0 to 4 demerits within	1 year	Written notification only
5 to 8 demerits within	1 year	Documented verbal reprimand
9 to 16 demerits within	1 year	Documented written reprimand and Remedial training
17 to 20 demerits within	1 year	Suspension without pay-1 day
21 to 24 demerits within	1 year	Suspension without pay-3 days
25 to 28 demerits within	1 year	Suspension without pay-5 days
29 to 32 demerits within	1 year	Suspension without pay-10 days
33 or more demerits within	1 year	Recommendation for termination

Demerits assessed under this plan will be deleted one (1) year following the date the demerits were assessed.

DEMERIT SYSTEM

VIOLATIONS

DEMERITS

Smoking, on school property, in non-designated smoking area	2
Loose objects in drivers area/on dash	2
No proper paperwork at accident scene	2
Moving bus before students are seated	3
Failure to perform proper procedure for railroad crossing	5
Seat belt—worn incorrectly	5
Eating/drinking on bus when bus is in motion or students are on bus	5
Cell phone-using within 50 feet of gas dispensing device	6
Passing in loading zone without assistance	7
Changing route without permission	8
Radio not on	8
Improper dress/attire	8
Items blocking emergency exit	8
Dirty bus/mold ,mildew, large amount of dirt present	8
Return spare bus without fueling, sweeping and securing	8
Improper shoes	9
Improper pupil stop	10
Improper use of two way radio	10
Performing improper pre-trip inspection	10
Leaving students unattended on bus (as in loading zone)	13
Failure to stop for a railroad crossing--without students	15
Speeding—5 to 14 miles over posted limits	15
If equipped, failure to use video taping equipment	17
Transporting passengers in driver area/stairwell	17
Failure to stop for red traffic light	18
Failure to stop for stop sign	18
Using bus for personal reasons	20
Smoking while on bus	21
Speeding—15 miles or more over posted limits	21
Failure to perform proper pre-trip procedure	22
Fueling with passenger(s) on bus	22
Seat belt—not worn at all	22
Unauthorized passengers	22
Cell phone—using while driving	24
Using brakes as a disciplinary action	25
Failure to stop for railroad crossing-with students	28
Passing a school bus whose red lights are flashing and whose stop arm is out	30
Leaving students on the bus after route is completed	30
Intentionally disengaging or modifying any safety item without expressed written permission	33
Failure to observe any other established policy or regulation— <i>demerits to be established</i> using the above schedule as a guide to determine the number of demerits according to similar severity	

An employee may choose to attend remedial training, which may include a driver improvement class, within thirty days of a violation that has a demerit value of five demerits or less, and shall not have the demerits charged against him/her under the Employee Accountability Plan. This option may be selected not more than once in a three-year period.

All preventable and non-preventable accidents are covered under the Safe Driver policy and are not included as a part of the Employee Accountability Plan.

An employee that disputes the violation may use the grievance process as outlined in the A.F.S.C.M.E. contract. The matter must be discussed with their immediate supervisor within five (5) working days of notification of the reported violation. The grievance process shall nullify the appeal process.

APPEAL PROCESS

Appeal: When appropriate a hearing panel appointed by the Assistant Superintendent shall determine the facts and make a recommendation to the Assistant Superintendent.

- 1. Assistant Superintendent's Recommendation:** The Assistant Superintendent, upon review of the hearing panel's recommendation, shall decide whether or not to accept the recommendation or take alternative action.
- 2. Suspension/Termination:** The action by the Assistant Superintendent could be a recommendation to the Superintendent for suspension, reassignment or termination.

ARTICLE IX

ACCOUNTABILITY PAY PLAN

School Bus Drivers and Attendants will initially be placed on the salary schedule based on previous years related experience or lack thereof.

School Bus Drivers or Attendants with out-of-county related experience will be allowed up to 10 years of previous related experience, for the purpose of their initial placement on the salary schedule.

Returning Polk County School Bus Drivers or Attendants will be given full credit for all previous related in-county work experience.

Drivers and Attendants (employees) will be allowed to move within the salary schedule based on the following criteria.

1. The employee has reached the appropriate anniversary date making them eligible to move to the next salary level.
2. The employee has received less than 16 points assigned under the "Employee Accountability Plan," within the past 12 working months.
3. The employee obtained a rating of not less than "Satisfactory Performance" on 8 out of the 9 performance indicators on their most recent performance evaluation.
4. The employee has maintained an attendance rate of 95 percent for the previous 12 working months. Employees experiencing a significant health event or personal emergency may appeal this criterion before a "Review Panel" comprised of an equal number of union and management representatives. In the event of a tie vote the Director of Employee Relations will review and resolve the tie vote. The employee must request, in writing, to the Director of Operations at least 30 days prior to their anniversary date for consideration.

It is the responsibility of the employee to apply for the salary schedule change on the prescribed form provided, at least 30 working days prior to the anticipated adjustment. Failure to do so may delay the employee's salary adjustment. If the employee fails to apply within the appropriate timeframe the salary rate will be adjusted no later than the next pay cycle with no retroactive adjustment.

All salary adjustments will take place during the month in which the employee was initially employed. Employees should expect their new salary at the end of the anniversary month.

Employees failing to meet any of the criteria defined above will be retained at their current level until their next anniversary date.

ARTICLE X

GRIEVANCES

SECTION A: DEFINITION: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the Employer and Employee, including violation, interpretation, or application of specific articles and sections of this agreement. The immediate supervisor is the individual in the role of management for the Board.

SECTION B: CLASS ACTION GRIEVANCE: A class action grievance shall mean an allegation resulting in a dispute or disagreement between the employer and employee effecting more than one employee, including violation, interpretation, or application of specific articles and sections of this agreement. The Union shall present the grievance at Step III to the Assistant Superintendent.

SECTION C: PROCEDURES FOR PROCESSING GRIEVANCES: A Steward may investigate and discuss grievances during working hours in his/her respective area without loss of pay, with permission of his/her immediate supervisor and the grievant's immediate supervisor, and such request shall not be unreasonably denied.

1. **Grievance Form:** The grievance at Step II shall be submitted on the grievance form, a sample copy of which is attached to this Agreement as Appendix A. A grievance presented at Step II and above shall be dated and signed by the aggrieved employee and Union Steward or Union representative.
2. **Disposition:** A decision rendered shall be written to the aggrieved employee, Union Steward or Union representative, and shall be dated by the Employer's representative at that step.
3. **Acknowledgment:** When a written grievance is presented, the Employer's representative shall acknowledge receipt of it and the date thereof in writing.
4. **Time Limits:** A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently settled. Time limits may be extended only by written mutual agreement.
5. **Arbitration Expenses:** The Board and the Union shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Union. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Union.

SECTION D: GRIEVANCE STEPS:

STEP I EMPLOYEE/AREA MANAGER: The matter must first be discussed with the employee with his/her immediate supervisor within five (5) working days of the occurrence of the incident upon which the grievance is based or within five (5) working days from the date that the occurrence of said incident is known or should have been known.

1. **Informal Discussion:** The informal discussion can take place either between the immediate supervisor and employee alone, or at the employee's request, the employee will be accompanied by a Union Steward.

- (a) In case the Union Steward is present for the discussion, then the immediate supervisor may have another supervisor with him/her when the discussion takes place.
 - (b) Discussions will be informal for the purpose of settling differences in the simplest and most direct manner.
2. **Disposition:** The immediate supervisor will be allowed twenty-four (24) hours to render his/her decision before the grievance may be processed further.

STEP II SUPERVISOR OF OPERATIONS: If the employee wishes to appeal the grievance to Step II of the Grievance Procedure, he shall within ten (10) working days of the informal discussion fill out the official grievance form and present it to the Supervisor of Operations.

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

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

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

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

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

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

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

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

ARTICLE XI

MISCELLANEOUS BENEFITS

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

SECTION A: INSURANCE: Full-time employees shall receive the same insurance benefits as other full-time employees.

1. **Employee Coverage:** This applies to basic health insurance and life insurance coverage.
2. **Dependent Coverage:** Dependent health insurance will be available to employees; premiums to be paid by the employee in ten (10) equal payments.
3. **Dental Coverage:** Dental insurance will be available to employees and their dependents; employees shall pay the premium.
4. **Supplements:** Supplemental life insurance will be available to employees; employees shall pay the premium.
5. **Leave participation:** Any employee granted a leave of absence as provided in this Collective Bargaining Agreement shall have the option to remain on active participation in all fringe benefit programs for a maximum of two (2) years; provided that the premiums for insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
6. **Insurance Committee:** Any Insurance Committee established by the Superintendent and/or the Board to study recommendations concerning health, life and dental insurance coverage shall include at least two (2) members appointed by the Union to represent Bus Drivers and Bus Attendants.

SECTION B: EDUCATIONAL ASSISTANCE PROGRAM: All full-time employees are encouraged to obtain a high school diploma or GED.

1. **Diploma:** Employees shall be reimbursed the cost of receiving a GED upon successfully completing the course and receiving the diploma.
2. **Reimbursement:** Reimbursement shall be paid within thirty (30) days after official notification has been received by the Director of Employee Relations.

ARTICLE XII

PAID LEAVES

SECTION A: SICK LEAVE: Any eligible employee who is unable to perform his/her duty because of an illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his own household shall be entitled to use sick leave. The employee will notify his/her supervisor as soon as they realize they will be unable to report to work.

1. **Physician's Certificate:** The Superintendent/Designee may require a certificate of illness from a licensed physician or from the county health doctor.
2. **Sick Leave Credit:** Sick leave shall be credited as follows:
 - (a) Four (4) days of sick leave at the end of the first (1st) month of employment of each contract year and thereafter.
 - (b) One (1) day of sick leave for each month of employment which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.
3. **Cumulative Sick Leave:** Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue, provided that at least one-half (1/2) of this cumulative leave must be established within this district.

SECTION B: PERSONAL LEAVE CHARGEABLE TO SICK LEAVE: Each eligible employee shall be permitted to be absent six (6) days each fiscal year for personal reasons and the days shall be charged against accrued sick leave. This leave shall be non-cumulative.

1. **Leave Request:** Request for this personal leave shall be submitted through established procedures by the employee and approved or granted twenty-four (24) hours in advance; provided, however, if the need for such leave is of a nature to make advance application impossible, such leave shall be authorized and granted if a prompt report and an adequate cause is made and shown to the proper authority.
2. **Exclusions:** Sick leave used for personal reasons may not be used during the first five (5) days or the last five (5) days students are in attendance or immediately before or after the scheduled holidays, except in case of emergency.
3. **Emergency:** Employees must give a reason when claiming an emergency.

SECTION C: NATIONAL GUARD AND RESERVE TRAINING LEAVE: Any employee who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit.

SECTION D: JURY DUTY LEAVE AND SUBPOENA LEAVE: Employees shall be paid full salary for jury duty or if summoned by subpoena to serve as a witness provided it is not their personal litigation, which for this purpose is defined as litigation unrelated to School Board matters in which the employee is a party.

1. **Return to Duty:** An employee so called as a juror or witness will return to duty each day as soon as possible if dismissed by proper authority.

SECTION E: SUBSTITUTES: It will be the Area Managers responsibility to secure a substitute Driver/Attendant and make all necessary arrangements for the transfer of the bus, for the situations described in Article X and XI. In an emergency situation the Area Manager shall arrange the physical transfer of the bus to the substitute. In a planned leave situation the driver, at the direction of the Area Manager, shall make the physical transfer of the bus.

ARTICLE XIII

UNPAID LEAVES

SECTION A: WRITTEN APPLICATION: Leave granted at the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave.

SECTION B: BOARD'S DETERMINATION: The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board shall cancel such leave.

SECTION C: MEDICAL LEAVE: An employee may be granted up to twelve (12) months of medical leave for illness to themselves or members of their household.

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

1. **Doctor's Statement:** A statement of medical justification from a doctor must accompany the application for leave and doctor's statement shall be required for reinstatement from leave.
2. **Parental Leave:** A parental leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

3. **Returning from Leave:** Employees returning from Medical Leave or Parental Leave shall have the right to return to the same or substantially equivalent position. Employees shall notify the Assistant Superintendent of Support Services, in writing, within forty-eight (48) hours of their intent to return to work.

SECTION E: MILITARY LEAVE: Military leave will be granted without pay under the provision of Florida Statutes 231.39 to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state.

1. **Re-employment:** At the termination of service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty.
2. **Reassignment:** The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

SECTION F: EDUCATIONAL LEAVE: A Bus Driver/Attendant upon application may be granted a leave of absence without pay for up to six (6) months to continue their education. Upon returning to work with the Polk County School Board from such leave, the Bus Driver/Attendant shall return to the same or an equivalent position.

1. **Return from Leave:** The Bus Driver/Attendant returning from educational leave shall notify the Area Manager by November 1, if he/she intends to return at the beginning of the second semester; by March 1 if he/she intends to return at the beginning of the first semester of the following school year. Such Bus Driver/Attendant shall be assigned by the beginning of the next semester after notification. Any employee not returning to work after six (6) months will vacate all rights to a position with the Board.
2. **Fringe Benefits During Leave:** Any Bus Driver/Attendant granted a leave of absence as provided in this Article shall have the option to remain on active participation in all fringe benefit programs for six months; provided that the premiums for insurance programs shall be paid by the Bus Driver/Attendant on a monthly basis in advance of the month due.

ARTICLE XIV

SAFETY COMMITTEE

SECTION A: ACCIDENT/SAFETY REVIEW BOARD: Each employee shall be furnished at in-service or upon completion of their training, guidelines and procedures of the review board. Employees will be paid at their regularly hourly rate of pay when required to meet with the review board, whether they are charged or not charged for the accident.

1. **TRANSPORTATION:** Employees not charged by law enforcement prior to the Accident Review Board shall be permitted the usage of their bus to attend the review meeting. Employees charged by law enforcement shall furnish their own transportation to the review meeting.
2. **REPRESENTATION:** The employee shall have the right to legal counsel or a union representative at the review board meeting.

ARTICLE XV

MISCELLANEOUS AGREEMENT

SECTION A: CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK: During the term of this agreement, the Employer shall not contract out or subcontract any public work for the purpose of laying off employees in the bargaining unit.

SECTION B: BULLETIN BOARD SPACE: The Board agrees to provide at least a 2' x 3' designated bulletin board space specifically and solely for Union use, and for Union Information at each maintenance shop, each warehouse, and in one (1) employee lounge of each school.

1. **Approved Uses:** Bulletin boards shall be used for the posting of the following:

1. Meeting Notices
2. Notices of Union social or recreational events
3. Union services
4. Union elections and appointments
5. Status reports from Union committees
6. Union programs
7. News clippings
8. Directories
9. Union newsletters
10. Job Information (Descriptions)

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

SECTION C: STRIKE/LOCK OUT: The Union shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statute 447.002. During the term of this agreement, the Employer will not lock out any employee.

SECTION D: BOARD POLICIES: All Board policies shall be written and copies shall be furnished to the Union president upon their adoption within a reasonable length of time.

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

SECTION F: BUS DRIVER PHYSICAL: The School Board requires and shall provide for annual physicals for bus drivers. If a problem is found during the physical, notification will be given to the

employee as soon as possible and the employee may be removed from driving responsibilities without pay until deemed medically fit to return to duties by a licensed physician.

SECTION G: CLEANING SUPPLIES: Bus drivers will be supplied with equipment and cleaning supplies to maintain clean buses.

ARTICLE XVI

SAVING CLAUSE

SECTION A: STATUTORY MODIFICATIONS: Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement if not affected by the deleted provision.

SECTION B: ACKNOWLEDGMENT: The parties acknowledge that during the negotiation which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE XVII

TERMINATION-MODIFICATION

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

SECTION B: RENEGOTIATION NOTICE: The Union agrees to give the Board notice of intent to renegotiate salaries and two (2) articles of their choice sixty (60) days prior to June 30, 2008 and June 30, 2009, and the full contract prior to June 30, 2010.

SECTION C: IMPASSE: In the event the parties are unable to mutually agree upon proposed modifications, they shall comply with Florida Statute 447.403 as it pertains to resolution of impasse.

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

The School Board of Polk County, FL

American Federation of State, County

And Municipal Employees, (AFSCME)

Local 2227 and Council #79, (AFL-CIO)

Amended Date April 13, 2010

By _____
School Board Chairman

By _____
Union President, Local 2227

By _____
Superintendent of Schools

By _____
President, AFSCME Council 79

By _____
Chief Negotiator

By _____
Vice President, AFSCME Council 79
Bus Drivers and Bus Attendants
Local 2227

By _____
AFSCME Council 79 Representative

**APPENDIX A
GRIEVANCE FORM**

STEP: _____ **DATE OF FILING:** _____

TO DEPARTMENT HEAD: _____ **DATE RECEIVED:** _____

FROM: _____ **JOB CLASSIFICATION:** _____

DATE AND LOCATION OF EVENT ON WHICH GRIEVANCE IS BASED: _____

STATE VIOLATION OF ARTICLE(S) OF THE COLLECTIVE BARGAINING AGREEMENT:

STATE FACTS PERTAINING TO SAID GRIEVANCE: _____

STATE SUGGESTED CORRECTION: _____

SIGNATURES:

BY _____ **BY** _____
Shop Steward/Union Representative Grievant

ACTION TAKEN: _____

BY _____ **DATE:** _____
Department Head

APPENDIX B

**BUS DRIVERS 2009-2010 SALARY SCHEDULE
180 DAYS (BASED ON FIVE (5) HOUR DAY)**

For the 2009-2010 school year, all employees will be paid on the 2009-2010 salary schedule. This salary schedule provides for step movement for all employees eligible to step for the 2008-2009 school year. Those employees on the top step will receive a one-time \$300.00 bonus. Any increase in salary will be retroactive to January 1, 2010.

<u>Salary Step</u>	<u>09-10 Hourly</u>	<u>TERM</u>
1	\$11.14	Appointed Date to completion of 1 st year
2	\$11.57	Beginning 2nd year to completion of 4th year
3	\$11.83	Beginning 5th year to completion of 7 th year
4	\$12.15	Beginning 8 th year to completion of 11 th year
5	\$12.68	Beginning 12 th year to completion of 15 th year
6	\$13.37	Beginning 16th year to completion of 20 th year
7	\$14.48	Beginning 21st year to completion of 25 th year
8	\$16.72	Beginning 26 th year and up

NOTE: EXPERIENCE DOES NOT INCLUDE ANY TIME SERVED AS A SUBSTITUTE DRIVER.

APPENDIX C

BUS ATTENDANTS 2009-2010 SALARY SCHEDULE 180 DAYS (BASED ON FIVE (5) HOUR DAY)

For the 2009-2010 school year, all employees will be paid on the 2009-2010 salary schedule. This salary schedule provides for step movement for all employees eligible to step for the 2008-2009 school year. Those employees on the top step will receive a one-time \$300.00 bonus. Any increase in salary will be retroactive to January 1, 2010.

Salary Step	09-10 Hourly	TERM
1	\$7.96	Appointed Date to completion of 1 st year
2	\$8.49	Beginning 2nd year to completion of 3rd year
3	\$8.64	Beginning 4th year to completion of 6 th year
4	\$8.86	Beginning 7 th year to completion of 10 th year
5	\$9.39	Beginning 11 th year to completion of 17 th year
6	\$10.19	Beginning 18th year to completion of 20 th year
7	\$11.25	Beginning 21st year and up

NOTE: EXPERIENCE DOES NOT INCLUDE ANY TIME SERVED AS A SUBSTITUTE.

APPENDIX D

TRANSPORTATION FIELD TRIP SURVEY

All drivers/attendants who wish to take field trips may select one (1) Zone as their designated Field Trip Zone. **Please refer to the attached Field Trip Zone List to help make your selection.**

Check the appropriate box below.

DESIGNATED FIELD TRIP ZONES

- | | | | |
|-----------|--------------------------|------------|--------------------------|
| 1. ZONE A | <input type="checkbox"/> | 8. ZONE H | <input type="checkbox"/> |
| 2. ZONE B | <input type="checkbox"/> | 9. ZONE I | <input type="checkbox"/> |
| 3. ZONE C | <input type="checkbox"/> | 10. ZONE J | <input type="checkbox"/> |
| 4. ZONE D | <input type="checkbox"/> | 11. ZONE K | <input type="checkbox"/> |
| 5. ZONE E | <input type="checkbox"/> | 12. ZONE L | <input type="checkbox"/> |
| 6. ZONE F | <input type="checkbox"/> | 13. ZONE M | <input type="checkbox"/> |
| 7. ZONE G | <input type="checkbox"/> | 14. ZONE N | <input type="checkbox"/> |

FIELD TRIPS DESIRED? YES NO

OPTION SELECTION

(Must check one option. See contract for explanation)

Option 1: Midday _____ **Option 2: After Hours** _____ **Option 3: All Trips** _____

ESE DRIVERS ONLY

ESE Drivers may choose an ESE Center that you serve. In the event that you do not serve an ESE Center you may choose a center in your Geographic Area, you may also choose a regular Field Trip Zone in your Geographic Area (see above). **Please refer to the attached Field Trip Zone List** to help you make your selection. Please refer to Contract Language Article IV, Section I, #6 on **page 11** for explanation.

(Center)

Please list the ESE Center you choose as your ESE Field Trip Zone.

Signed _____ **Area** _____ **Date** _____ **SAP** _____

Name _____ **Position** _____
(Please Print)

Phone _____ **Bus Number** _____

APPENDIX E
ROUTE BID APPLICATION

DATE: _____

TO: _____

Immediate Supervisor

Please forward my bid to the Supervisor of Operations.

I, _____ wish to bid on the posted Route

Bid number _____, as a/an:

Driver

Attendant (CHECK ONLY ONE)

Bid expires _____.

Date

I am presently employed as a/an _____ in the _____ Area.

Please consider my bid for this position.

Thank you,

S.S. No. _____

OFFICE USE ONLY BELOW THIS LINE

The bid for the above position has been recommended for award to

_____ as of _____

Date

Signature

D.O.E. _____

Title

Copies: White Supervisor of Operations Canary Area Manager
 Pink Return Copy Goldenrod Employee

AREA MANAGER COMMENTS _____

APPENDIX F

SURVEY
CHECK DISTRIBUTION ZONES

All appointed drivers, and attendants **must** select one (1) zone as their designated **Paycheck Zone**. All checks and Direct Deposits must be picked up or mailed in the envelope you provide.

Signed _____ Area _____ Date _____

Name _____ Position _____

SS# _____ SAP # _____

Check the appropriate box below.

Designated Paycheck Zones

- 1. Auburndale Pumps
- 2. Bartow Lounge
- 3. Denison Pumps
- 4. Frostproof Senior
- 5. Ft. Meade Jr./Sr.
- 6. Haines City Senior
- 7. Kathleen Senior
- 8. Lake Gibson Senior
- 9. Lake Wales Shop
- 10. Lime Street
- 11. Mulberry Senior
- 12. Mail

<p style="text-align: center;">Options for Appointed Drivers/Attendants Only</p> <p style="text-align: center;">I choose the following pay option. (You must choose one)</p> <p><input type="checkbox"/> 11-Month Holdback</p> <p><input type="checkbox"/> 12-Month Holdback</p>

AFSCME PAYROLL DEDUCTION AUTHORIZATION

(Please Print)

EMPLOYEE
NAME _____ SOC. SEC. # _____
(PRINT) FIRST MIDDLE LAST

ADDRESS _____
STREET CITY STATE ZIP CODE

WORK LOCATION _____ Total Deduction Amount _____

I authorize my employer, The School Board of Polk County, Florida, to deduct the amount indicated and remit same as instructed by AFSCME Local 2227. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization.

Dues Deduction Authorization Cards and Forms "Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service".

This authorization will remain in effect until I give my employer written notice to cancel.

Date _____ Signature
of Employee _____

Home Phone _____

AFSCME PAYROLL DEDUCTION AUTHORIZATION

(Please Print)

EMPLOYEE
NAME _____ SOC. SEC. # _____
(PRINT) FIRST MIDDLE LAST

ADDRESS _____
STREET CITY STATE ZIP CODE

WORK LOCATION _____ Total Deduction Amount _____

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of Employee _____

Home Phone _____