



**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and the**

**AFSCME  
COLLECTIVE BARGAINING  
AGREEMENT**

**Bus Drivers and Attendants**

**2018 – 2021**

**Board Approved December 10, 2019  
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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 Drivers/Dispatchers.

**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, Business Manager of Council 79, and the Region 3 office of the Union shall be furnished a complete list of deductions made each month.
  - (e) The Union agrees to present to the Employer by the 10<sup>th</sup> 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 post the agenda on the Board's website in advance, 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.

**SECTION C: DRUG-FREE WORKPLACE:**

**The Board commits to create and maintain a drug-free workplace. The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and over-the-counter drugs are unacceptable. It is a standard of conduct for employees and a condition of employment with the Board that employees shall not use illegal drugs and shall not abuse alcohol. In order to maintain this standard, the Board shall establish and maintain the programs, rules, and drug/alcohol testing program set forth in the Board's Drug-Free Workplace**

**Program rules. Failure by any employee to report a known violation of the Drug-free Workplace Policy (4124) constitutes an act of insubordination and willful neglect of duty. Further, the Board concurs with the federal requirement that all Commercial Driver's License (CDL) holders should be free of any influence of alcohol or controlled substance while on duty.**

### **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 15 minute increments or multiples thereof.

##### **SECTION B: WORK WEEK:**

A "work week" is made up of seven calendar days, Monday through Sunday during the student school year, except during weeks of scheduled "Teacher Work Days/Pupil Holidays" and holidays.

##### **SECTION C: 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 D: OVERTIME:**

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

##### **SECTION E: TIME WORKED FOR PURPOSE OF COMPUTING OVERTIME:**

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

##### **SECTION F: 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.

##### **SECTION G: NON-ROUTE ACTIVITY TIME:**

Non-Route activity time will be generated in 45 minute increments for each ½ day worked.

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 **salary level** 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 Transportation Administrative 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. Effective July 1, 2011, all longevity supplements will be frozen at the amount being paid at that point in time.
- (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 salary level in Appendix B.

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

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

180-----	Pupil Transport Days
1-----	Birthday (refer to Article V)
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: Forty five (45) minutes per morning and forty five (45) minutes per afternoon shall be for non-route activities. The non-route activities included, however, not to be interpreted as all inclusive, are:

- Pre trips as required
- FEFP reports
- Fueling bus (Including alternative fuels and Diesel Emission Fluid)
- 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. At the beginning of the school year, the route time will be calculated by the automated routing program. A Goldenrod will be accepted after 14 days to reflect the actual time of the route, if different than the computer generated Goldenrod. 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.
Non-Route Time A.M.	45 minutes
Total A.M. Route Time with Non Route Time	2 hours, 45 minutes
First assigned school pick up p.m.	2:00 p.m.
Last assigned student drop off p.m.	4:15 p.m.
Non-Route Time P.M.	45 minutes
Total P.M. Route Time with Non Route Time	3 hours
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 (See Article V).

5. **Dispatcher 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. **Dispatcher Work Day:** Dispatchers’ are guaranteed an eight hour work day. Dispatchers may also work extra duty when the need arises.

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. **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.

9. **In-Service:** Appointed Bus Drivers will be paid at their current rate on the Bus Driver 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.

10. **Physical Examinations:** Bus Driver annual physical exams will be performed by authorized medical personnel specified by School Board and will be paid for by the School Board.

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

**SECTION C: BUS ATTENDANTS:**

All new Bus Attendants will be paid at salary level 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 immediate supervisor.
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. Effective July 1, 2011, all longevity supplements will be frozen at the amount being paid at that point in time.
  - (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 salary level and be placed on the closest corresponding salary level.
  - (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 salary level in Appendix C.
3. **Duty Service Year:** Attendants will serve a duty service year/work year as according to the following:
  - (a) Attendant Duty Service Year – 183 days; calculated as follows:
 

180-----	Pupil Transport Days
1-----	Birthday (refer to Article V)
2-----	Contract Paid Holidays (refer to Article V)
183	TOTAL
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: Non-Route Activities Forty five (45) minutes per morning and forty five (45) minutes per afternoon shall be for non-route activities. The non-route activities included, however, not to be interpreted as all inclusive, are:
    - Pre trips as required
    - FEFP reports
    - Fueling bus (Including alternative fuels and Diesel Emission Fluid)
    - 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. At the beginning of the school year, the route time will be calculated by the automated routing program. A Goldenrod will be accepted after 14 days to reflect the actual time of the route, if different than the computer generated Goldenrod. 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.
Non-Route Time A.M.	45 minutes
Total A.M. Route Time with Non Route Time	2 hours, 45 minutes
First assigned school pick up p.m.	2:00 p.m.
Last assigned student drop off p.m.	4:15 p.m.
Non-Route Time P.M.	45 minutes
Total P.M. Route Time with Non Route Time	3 hours
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.

**a) In-Service:** Appointed Bus Attendants will be paid at their current rate on the Bus Attendant 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 paystub on the Staff Portal via the School Board website. In the event that any changes are made on a time sheet, the employee will be furnished a copy of the updated time sheet. Pay will be distributed in installments over twelve months.
- 2. Unpaid Absences:** Deductions for days without pay will be calculated by the employee's certified goldenrod hours multiplied by the employee's 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", "Driver Trainers" or any other office related duties. 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 Immediate Supervisor or Department Head on an annual basis and amended when a change is required by circumstance during the duty year. Buses are not to be used for personal use. After completing the last route or field trip of the day, and if applicable, after dropping off the bus attendant, the bus is to be parked at "Home Base" and is not to be used until the start of the next morning's route.
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 the immediate supervisor or department head. (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 (three (3) hours)

Practice Run at the beginning of the traditional school year (two (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 (2<sup>nd</sup>) and third (3<sup>rd</sup>) 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 (4<sup>th</sup>), fifth (5<sup>th</sup>), and sixth (6<sup>th</sup>) 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 (7<sup>th</sup>), eighth (8<sup>th</sup>), and ninth (9<sup>th</sup>) 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 appointed bus drivers or appointed attendants employed in the Polk County school system during the traditional school year if there are enough qualified applicants for such positions.

1. **Application:** Each year by April 30<sup>th</sup>, bus drivers and attendants who desire summer employment shall make written application for a position to the immediate supervisor in each area. Such application shall refer to and shall include the following:
  - (a) School and job classification during the traditional school year;
  - (b) Priority for geographical area will be based on seniority.
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 15<sup>th</sup> or the earliest possible date. All applicants who were selected shall notify their immediate supervisor of their acceptance within five (5) days after notification. Failure to do so will indicate that they do not desire employment for the summer.
4. **Pay Schedule:** Summer school pay will be distributed on the next regularly scheduled payroll processing.
  - (a) Drivers and Attendants will be paid their regular rate of pay for all summer work performed.
  - (b) Practice Run at the beginning of the summer (1 hour)
  - (c) Drivers and Attendants will be guaranteed 4 hours per day for the Summer Programs. They are assigned 3 hours per day for route time with thirty (30) minutes in the morning for non-route activities and thirty (30) minutes in the afternoon for non-route activities.

**SECTION J: EXTRA DUTY ASSIGNMENTS AND SPECIAL POSITION ASSIGNMENTS:**

Extra duty assignments and special positions shall be filled by appointed bus drivers or appointed attendants.

1. **SPECIAL POSITION ASSIGNMENTS:** Extra Duty Applications will be made available at the end of May and employees will have ten (10) days from the date of availability to return the application for the following school year to their immediate supervisor.
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 “golden rod” 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. Transportation between instructional sites is included in another category of student transportation and therefore excluded under the definition of a field trip.

1. Field trips will be assigned to Bus Drivers and Attendants using a Field Trip Procedure Manual developed and maintained by members of Management and the Union. The Support Services Division head will select the Management members and the Vice President for the bus drivers and bus attendants will select the Union members. This will form the Field Trip Procedures Committee composed of the same number of Management and Union members.
2. The procedures shall be followed by the members of the Support Services staff assigned to process field trip requests. An employee may enact his/her right under Article X - Grievances if the employee believes the process outlined in the Field Trip Manual was not properly followed.
3. All employees who are assigned to a 40-hour work week or less are eligible to apply for field trips.

**SECTION L: OVERPAYMENTS AND UNDERPAYMENTS:**

**1. Overpayments**

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

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

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

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

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

## **2. Underpayments**

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

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

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

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

## **ARTICLE 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) day 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. Any employee hired on or after July 1, 2012, must first complete the probationary period (Article VI, Section C) in order to be eligible for the birthday holiday.

## 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. County-wide seniority means the period of continuous service since the last hire date of a regular employee covered by this collective bargaining agreement. The Union will be furnished a seniority list of employees in this bargaining unit upon request.

#### **SECTION B: BREAKS IN CONTINUOUS SERVICES:**

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, or 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. Eligible substitute employees will be appointed within a reasonable time from their original hire date.

- 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.
- 3. Hiring Procedures:** Substitute employees shall not be hired to circumvent the appointment or advancement of any employee to a permanent or higher paying position.

#### **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: LAY OFF, BUMPING, RECALL:**

In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their 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 one (1) additional month 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 Risk Management Department on or before the fifth (5<sup>th</sup>) 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:**

Appointed drivers/attendants, according to seniority, shall be given first consideration when new or open routes become available in the same geographic area. Employees who relocate or move out of the geographic area will be allowed to move, in a timely manner, to an open route in another area until the open route is bid. Their current route must be covered by another driver/attendant before the move can take effect.

1. Employees will be allowed to place (3) bids per bid period. The Employer is obligated to consider all bids placed by the employee in the order of preference the bids were entered. 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.
2. Employees will be notified of the status of their bid, within five (5) consecutive workdays of the closing of the bid. Once the Employer has offered the bid to the successful bidder, the employee has three (3) 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.

3. 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.
4. A bidding employee will retain all routes and extra assigned time until bids have been offered and accepted. After route acceptance, assigned 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.
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.

**Bid Cycles:** All additional time runs, CBI, CE, OJT, OTP, etc., will be bid during the first bid cycle of each school year. Routes 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 runs becomes available during the year, 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 runs will be bid the first bid cycle of every year. Open routes at the end of each bid cycle will be made available to appointed employees as deemed necessary by Management.

6. For Wheelchair lift bus routes and/or bus routes that transport special needs students to or from a learning center school (such as Jean O'Dell Learning Center, Doris Sanders Learning Center, Karen M. Siegel Academy, Victory Ridge Academy, etc.), all appointed drivers/attendants must pass annual training and additional dexterity requirements as determined by the ESE Center School Committee. Appointed drivers/attendants that have passed the annual training and additional dexterity requirements, according to seniority, shall be given first consideration when new or open center school routes become available in the same geographic area.
7. Union Bus Driver and Attendant Vice President will be supplied a copy of the final result of the bid award by area. If requested, access will be allowed to each driver/attendant bid submittal.

## **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 a 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 (2<sup>nd</sup>) 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 ten (10) 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. As new technologies are incorporated on the buses, bus drivers required to operate those buses equipped with the new technologies shall receive the necessary training needed to operate such technologies. Other employees will be provided training as deemed necessary by the appropriate departmental supervisor.

**REMEDATION**

An employee may be required to attend remedial training without pay if he/she accrues at least ten (10) points 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 CORRECTIVE ACTIONS**

Infractions will be documented upon direct observation by supervisory or safety staff as designated by the Support Services Division head.

Due to the rapid changes in electronic monitoring systems on school buses, disciplinary actions will only be taken based on reasonable cause.

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

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

When an employee is assigned points, he/she shall receive written notification of the number of points, the infraction, the date of the infraction, and date the points 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.

Violations will be divided into three (3) categories. Corrective actions will be by category of violation as indicated below. Multiple violations per category will result in movement to the step of corrective action equal to the number of violations.

<b>NON-MOVING</b>	<b>5 POINTS EACH</b>
First offense	Documented verbal reprimand
Second offense	Written reprimand
Third offense	Suspension without pay—1 day
Fourth offense	Suspension without pay—3 days
Fifth offense	Termination

<b>MOVING/LAW</b>	<b>10 POINTS EACH</b>
First offense	Written reprimand
Second offense	Suspension without pay—3 days
Third offense	Suspension without pay—5 days
Fourth offense	Termination

<b>SAFETY/LAW</b>	<b>20 POINTS EACH</b>
First offense	Suspension without pay—5 days
Second offense	Suspension without pay—10 days
Third offense	Termination

<b>TERMINABLE OFFENSE</b>	<b>60 POINTS EACH</b>
First offense	Termination

An accumulation of 25-59 points from violations in multiple categories could result in termination. If you fall into this category, you will be required to appear before the appropriate Department head to determine disciplinary action.

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

An employee may choose to attend remedial training, which may include a successful completion of a driver improvement class, within thirty days of a Moving/Law violation and shall not have the points charged against him/her under the Employee Accountability Plan. This option may not be selected more than once in a three-year period.

### **GRIEVANCE PROCESS**

An employee that disputes the violation may use the grievance process as outlined in the AFSCME contract. The matter must be discussed with their immediate supervisor within ten (10) 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 Support Services Division head shall determine the facts and make a recommendation to the Support Services Division head. **The appeal process shall nullify the grievance process.**

1. **Support Services Division head Recommendation:** 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 Support Services Division head could be a recommendation to the Superintendent for suspension, reassignment or termination.

Points assessed under this plan will be deleted twelve (12) months following the date the points were assigned.

<b>NON-MOVING</b>
Dirty bus
Improper dress/attire
Improper use of two way radio
Loose objects in driver’s area/on dash
Return spare bus without fueling, sweeping and securing
Use of tobacco products on any School Board-owned, leased or rented property
Failure to submit paperwork as requested
Other non-moving violation

<b>MOVING/LAW</b>
Changing route or bus stops without permission
Eating/drinking when bus is in motion
Improper shoes while bus is in motion
Moving bus before students are seated
No proper paperwork at accident scene
Failure to perform proper pre-trip inspection
Speeding 5 to 10 mph over the posted speed limit
Two way radio not on
Improper pupil stop
Failure to follow backing procedures
Other moving violation

<b>SAFETY/LAW</b>
Cell phones or any other electronic communication device —use while driving
Failure to stop for red traffic light
Failure to stop for stop sign
Fueling bus while passengers are on board
If equipped, failure to use video/digital recording equipment
Improper railroad procedure/Failure to stop for railroad crossing
Leaving students unattended (as in loading zone)
Passing in a loading zone without assistance
Speeding 11 mph or more over posted speed limit
<b>Transporting while passengers are in stairwell or driver’s area</b>
Unauthorized passengers
Unloading students at fuel site without authorization
Using equipment improperly on the bus as a disciplinary action

Using bus for personal reasons
Wearing seatbelt improperly or not at all
Items blocking bus emergency exits—deliberate
Other safety/law violations that could create an unsafe or unhealthy environment for students

<b>TERMINABLE OFFENSE</b>
Intentionally disengaging or modifying any safety item without expressed written permission including, but not limited to, allowing students to disarm Child Reminder System
Leaving students on the bus unsupervised except in case of an emergency
Use of alcohol or any controlled substance on the bus—includes prescriptions or over the counter medication that carries a warning stating the impairment of any motor skills.
Intentionally passing a school bus whose red lights are flashing and stop arm is extended
Any action which willfully jeopardizes the safety of the students

<b>OTHER</b>
Failure to observe any other established policy or regulation—corrective action to be established using the above schedule as a guide to determine similar severity

## 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 based on the placement schedules in Appendices B and C.

School Bus Drivers or Attendants with out-of-county related experience will be allowed up to 10 (ten) 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.

The Appendix B and C salary levels (formerly known as steps) no longer equate to years of experience. Salary level movement is not guaranteed, but is negotiated as a part of the annual collective bargaining process and is subject to ratification.

The employee's eligibility date for any increase in pay due to a salary level movement shall be July 1.

When movement on the salary schedule is negotiated and approved by the School Board, eligibility will be determined by working one (1) day more than one-half the days of a full contract year. A year of experience on the salary schedule is defined as working one (1) day more than one-half the days of a full contract year.

**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 Support Services Division head.

**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/IMMEDIATE SUPERVISOR:** The matter must first be discussed with the employee with his/her immediate supervisor within ten (10) working days of the occurrence of the incident upon which the grievance is based or within ten (10) working days from the date that the occurrence of said incident is known or should have been known.

1. **Informal Discussion:** The informal discussion can take place either between the immediate supervisor and employee alone, or at the employee's request, the employee will be accompanied by a Union Steward.
  - (a) In case the Union Steward is present for the discussion, then the immediate supervisor may have another supervisor with him/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. OPERATIONS DEPARTMENT HEAD:** If the employee wishes to appeal the grievance to Step II of the Grievance Procedure, he/she shall within ten (10) working days of the informal discussion fill out the official grievance form and present it to the Operations Department head.

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

**STEP III. SUPPORT SERVICES DIVISION HEAD:** 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 Support Services Division head.

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

**STEP IV. SUPERINTENDENT:** If the grievance is not settled at the Step III the grievant or Union Representative, within ten (10) working days after the Support Services Division head'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:**

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

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

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

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

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

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

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

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

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 from an accredited institution as per the U.S. Department of Education (USDOE) or Council for Higher Education Accreditation (CHEA). Note: Prior to beginning a designed program, employees should contact the Human Resource Services Division to confirm that the program is fully accredited and to verify that the employee will be eligible for reimbursement.
2. **Reimbursement:** If eligible, reimbursement shall be paid within thirty (30) days after official notification has been received by head of the Human Resource Services Division.

**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 (including in-laws), or member of his own household shall be entitled to use sick leave. The employee will notify his/her supervisor as soon as the employee realizes he/she will be unable to report to work.

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

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 (1<sup>st</sup>) 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: BEREAVEMENT LEAVE:**

An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of immediate family member (which is defined as father, mother, brother, sister, husband, wife, child, or other close relative (including in laws) or member of their own household). Bereavement Leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law or sister-in-law. Bereavement Leave is not transferrable or accruable, and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

**SECTION D: NATIONAL GUARD AND RESERVE TRAINING LEAVE:**

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 E: JURY DUTY LEAVE AND SUBPOENA LEAVE:**

Employees shall be paid full salary for jury duty or if summoned by subpoena to serve as a witness 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.

**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 F: SUBSTITUTES:**

It will be the immediate supervisor's 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 immediate supervisor shall arrange the physical transfer of the bus to the substitute. In a planned leave situation the driver, at the direction of the immediate supervisor, shall make the physical transfer of the bus.

**SECTION G: VACATION LEAVE FOR ELIGIBLE 12-MONTH EMPLOYEES:**

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

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

**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. After completing the probationary period, an employee who has a long term illness or injury and has used up all sick leave and vacation time may be granted Medical Leave if applied for within ten (10) days after his/her sick leave and vacation time is used up. The application for such leave must be accompanied by a statement from a **licensed physician** justifying the need for the leave. Such employee will be carried on the payroll list without pay for a period not to exceed twelve (12) months. Any employee returning from extended Medical Leave during the twelve (12) month period must have a statement from his/her **physician** indicating their fitness to return to duty. The employee will then be reassigned to his/her original position or a comparable position with all benefits and raises that may have accrued during his/her absence. If an employee is unable to return to his/her duties within a period not to exceed twelve (12) months, then the employee shall be terminated.

**SECTION D: PARENTAL LEAVE: A parental leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months. Employees returning from Parental Leave shall have the right to return to the same or substantially equivalent position. Employees shall notify the Support Services Division head, in writing, within forty-eight (48) hours of their intent to return to work.**

**SECTION E: FAMILY AND MEDICAL LEAVE ACT (FMLA):**

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

- 1. Caregivers for related military personnel may be eligible for up to 26 work weeks of Military Caregiver Leave under the FMLA.**

2. **Employees granted this leave who receive employee health insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave.**
3. **The employee will have the option to use accrued paid leave (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA Leave.**
4. **The School Board shall require medical certification from employees requesting and returning from FMLA Leave, and employees will be restored to the same position held prior to the start of the leave.**

**SECTION F: MILITARY LEAVE:**

Military leave will be granted without pay under the provision of Section 115.14, Florida Statutes to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state.

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 G: 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 immediate supervisor 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**

**ACCIDENT REVIEW COMMITTEE FOR DISTRICT VEHICLES**

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

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

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

## **ARTICLE 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 Support Services Division head. 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 Section 447.505, Florida Statutes. During the term of this agreement, the Employer will not lock out any employee.

**SECTION D: BOARD POLICIES:**

All Board policies shall be available on the Board’s website.

**SECTION E: 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 **appointed** bus drivers. If a **concern** 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.

**SECTION H: TIMESHEETS:**

Should an employee request a copy of his/her timesheets, from the most recent paid period, copies will be provided to them within one (1) business day. Requests beyond the most recent pay period will be at the discretion of the Transportation Operations Department head and will not be unreasonably denied.

**SECTION I: NUMBER OF STUDENTS PER BUS:**

Except in the case of an emergency, drivers shall not be required to exceed the manufacturer’s rated seating capacity of the bus they are operating. An emergency can only be declared by the Support Services Division head, the Transportation Operations Department head, or a duly authorized law enforcement officer or their designee.

**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.

**BUS DRIVER AND ATTENDANT  
ARTICLE XVII**

**TERMINATION-MODIFICATION**

**SECTION A: EFFECTIVE PERIOD:** This 2018-2021 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2021, unless the same has been terminated or modified pursuant to change in law or negotiations.

**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, 2019 and June 30, 2020, and the full contract prior to June 30, 2021.

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands, this 18<sup>th</sup> day of September 2018.

The School Board of Polk County, FL


American Federation of State, County  
and Municipal Employees, (AFSCME)  
Local 2227 and Council #79, (AFL-CIO)

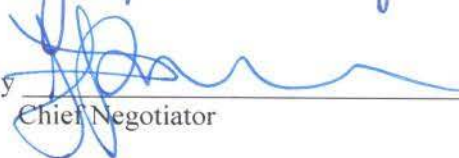
Amended Date: **September 18, 2018**


By   
School Board Chair

By   
Union President, Local 2227

By   
Superintendent

By   
Executive Vice President, Local 2227

By   
Chief Negotiator

By   
Vice President,  
Bus Drivers and Bus Attendants, Local 2227

By   
Treasurer, Local 2227

**APPENDIX A**

**BUS DRIVER/ATTENDANT 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**  
**2019-2020 BUS DRIVER SALARY SCHEDULE**  
**180 DAYS (BASED ON FIVE (5) HOUR DAY)**

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

<b>2019-2020 Salary Level</b>	<b>2019-2020 Hourly Rate</b>
1	\$13.40
2	\$14.17
3	\$15.46
4	\$17.52
5	\$17.98
6	\$18.24
7	\$18.33

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



**APPENDIX C**  
**2019-2020 BUS ATTENDANT SALARY SCHEDULE**  
**180 DAYS (BASED ON FIVE (5) HOUR DAY)**

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

<b>2019-2020 Salary Level</b>	<b>2019-2020 Hourly Rate</b>
1	\$9.28
2	\$9.77
3	\$10.60
4	\$11.69
5	\$12.14
6	\$12.36
7	\$12.62
8	\$12.68

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

**APPENDIX D**  
**ROUTE BID APPLICATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
Immediate Supervisor

Please forward my bid to the Operations Department head.

I, \_\_\_\_\_ wish to bid on the posted Route  
Print Name

Bid number \_\_\_\_\_, as a/an:

Driver

Attendant (CHECK ONE)

Bid expires \_\_\_\_\_  
Date

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

Please consider my bid for this position.

Thank you,

\_\_\_\_\_  
Employee Signature

SAP #: \_\_\_\_\_

**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 Operations Department Head  
Pink Return Copy

Canary Immediate Supervisor  
Goldenrod Employee

IMMEDIATE SUPERVISOR COMMENTS

\_\_\_\_\_  
\_\_\_\_\_

**AFSCME DUES PAYROLL DEDUCTION AUTHORIZATION**

**If you would like to join your Local Union, please complete the information below and mail to:**

**AFSCME Local 2227 AFL**

**P.O. Box 198, Bartow, FL 33831-0198**

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

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