

OFFICIAL AGREEMENT

BETWEEN

**THE SEMINOLE COUNTY
SCHOOL BUS DRIVERS' ASSOCIATION, INC.**

AND

**THE SCHOOL BOARD OF SEMINOLE COUNTY
SANFORD, FLORIDA**

July 1, 2019- June 30, 2021

PREAMBLE	-	Present Contract
ARTICLE I	-	Present Contract
ARTICLE II	-	Bargaining Agents'/Employees' Rights and Responsibilities
Section 1- Section 17.	-	Present Contract

Section 18.

Should the Association decide to have a full-time non-instructional release president; the Board shall place this non-instructional individual in the status of on assignment. The Board will continue to pay the non-instructional individual's regularly contracted salary and benefits. The non-instructional individual shall continue to receive a salary adjustment, if eligible, while on assignment.

- 1. The Association shall reimburse the Board 100% of the full-time released non-instructional individual's salary and benefits. Payment shall be remitted on August 1, December 1, and March 1 of each fiscal year.**
- 2. Upon completion of the term(s) as the full-time released non-instructional individual, the non-instructional individual shall be given his/her position in the same school. If this is not possible, he/she may be given a comparable position.**

ARTICLE III	-	Bus Drivers' Duties and Responsibilities
Section 1. – Section. 3	-	Present Contract

Section 4.

Drivers/**Monitors** will enforce all rules and regulations regarding students' conduct on the bus and will seek the assistance of the school principal, **or designee, by a written discipline referral** when necessary.

It is the driver's/monitors responsibility to remain aware of the disciplinary procedures and infractions outlined in the Student Discipline Code.

A driver's/monitor's discipline referrals shall be treated in the same manner as other discipline referrals.

A driver/monitor may be required to provide additional information related to the referral, if necessary.

A driver/monitor shall be informed of any administrative/disciplinary action taken against a student arising from the driver's discipline referral.

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

ARTICLE IV	-	Present Contract
ARTICLE V	-	Compensation and Expenses
Section 1. – Section 14.	-	Present Contract

Section 15.

Employees in the position of Bus Drivers and Monitors will be paid one quarter -\$100; two quarters-~~\$125~~ **\$200**; three quarters-~~\$150~~ **\$300**; four quarters-~~\$200~~ **\$400** for perfect attendance for each quarter during the 2015-2016 school year.

The employee must be on duty for the entire workday each day during the quarter, exclusive of temporary duty, jury duty, military leave, personal leave to observe documented traditionally recognized holidays or personal leave to attend the graduation of a child from high school or college, or bereavement leave for an immediate family member, as listed in Article XIII Sick Leave Section 2, provided that no more than one day is to be taken to be eligible for the bonus. The bonus shall be subject to appropriate taxes.

Should additional positions be identified by the district for which a substitute is required, any employee who is employed in one of these positions shall be entitled to receive the attendance bonus subject to the terms described within this section

The School Board will provide a one-time bonus of \$300.00 to all newly hired bus drivers after completing the first sixty (60) work- days.

ARTICLE VI	-	Present Contract
ARTICLE VII	-	Present Contract
ARTICLE VIII	-	Present Contract
ARTICLE IX	-	Employment Conditions
Section 1. – Section. 18	-	Present Contract

Section 19. Route Assignments

A driver or monitor will not be removed from their assigned route for missing the first day of school because of the death of ~~their father, mother, brother, sister, husband, wife, child, other close relatives or member of his/her own household.~~

- **the death fo an immediate family member**
- **the death of a close relative;**
- **the death of a member of his/her own household.**

ARTICLE X	-	Present Contract
ARTICLE XI	-	Present Contract
ARTICLE XII	-	Present Contract
ARTICLE XIII	-	Leaves and Temporary Duty
Section 1.- Section 7.	-	Present Contrac

Section. 8 – Family Medical Leave

a. It is the intent of the School Board and the Association to comply with the provisions of the Family Medical Leave Act and Department of Labor Opinion Letters. If any provisions of this contract are in conflict with the Family Medical Leave Act or Department of Labor Opinion Letters, they will be void.

b. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.

c. If any employee has paid leave time when FMLA is awarded, the employee may elect to use any portion of the paid leave congruently with FMLA leave. Once an eligible employee communicates a need to take a leave for an FMLA qualifying reason neither the employee or the employer may decline FMLA protection for that leave.

d. When an employee returns from FMLA leave, he or she must be restored to the same or equivalent position.

A. Family Medical Leave Act

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

B. Definitions

The following definitions shall apply to this article:

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

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

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

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

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

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

C. Employee Eligibility

Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.

D. Reason for Leave

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

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

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

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

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

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

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

~~2.— FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any period longer than one year from the date of the birth or placement of the child.~~

E. Leave Year

~~An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks. In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.~~

F. Use of Unpaid Leave

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

G. Group Medical Insurance

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

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

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

~~1. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless: the employee fails to return to work because the serious health condition for which the employee took FMLA leave continues or reoccurs; because the employee suffers a different serious health condition; or, the employee does not return to work for reasons beyond the employee's control.~~

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

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

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

J. Notification of Intent /Need to Take FMLA

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

K. Medical Certification

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

~~2. Illness of the Employee: When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide certification of the condition for which leave is requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.~~

L. Periodic (Intermittent) Leave for Planned Medical Treatment

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

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

~~3. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave~~

~~is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.~~

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

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

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

~~N. Caution~~

~~This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.~~

Section 9. General Provisions Governing Leaves

A.-E. - Present Contract

F. Any employee granted a **an unpaid** leave of absence as provided in this article shall be given an opportunity, unless otherwise provided, to continue **medical, vision, an dental** insurance coverages in existing school programs **through COBRA** during the leave provided such leave is acceptable by the insurance carrier and provided that full premiums for such insurance programs shall be paid by the employee ~~on a monthly basis in advance of the month due.~~ **All other coverage will terminate and be subject to the policy provisions. Employees will be responsible for paying their voluntary coverages directly to the vendor (i.e. short-term disability, accidental death and dismemberment).**

Section G. – Section L. - Present Contract

ARTICLE XIV - Present Contract

ARTICLE XV - Present Contract

ARTICLE XVI - Other Fringe Benefits

A. Insurance and Wellness Committee

1. A Districtwide Insurance/Wellness Committee of nine (9) voting members shall be established by the Superintendent. The purpose of the committee is to make recommendations to the Superintendent. The committee shall contain three (3) members appointed by the Superintendent, three (3) bargaining unit members appointed by the SEA president, and one (1) member each from NIPSCO, SCSBDA, and SECA each selected by the presidents of their association.

2. The committee shall monitor all benefits offered to employees and develop proposals for changes, modifications, and improvements. All proposals shall be submitted to the Superintendent and a copy provided to the Association Presidents with a committee recommendation provided a majority of the committee supports the recommendation.

3. This committee shall study wellness initiatives to help develop and implement wellness program goals and requirements.

4. The committee shall meet at least once a month or more often at the request of any three (3) members of the committee.

5. Committee members attending meetings during their regular contracted work hours shall be provided temporary duty with pay.

B. Health Insurance: The Board shall provide an insurance program for employees as follows:

1. The Board will contribute one hundred percent (100%) of an individual single plan cost for a health insurance plan.

Dependent coverage shall be available at the employees expense. Where two spouses are employed by the School District and they desire to cover their children and one is covered by and shows proof of coverage by another PPACA compliant plan, the single amount for the non-covered spouse shall be credited to the dependent coverage of the covered spouse. In no instance will the total amount paid by the Board for the two employees exceed 2 times the employee only board contribution.

Effective June 30, 2015, those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position, the Board will offer to contribute fifty percent (50%) of an individual single premium of a health insurance plan.

For those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position during the 2014-2015 school year and who have been enrolled in an employer paid health care plan, the Board will continue to contribute one hundred percent (100%) of the individual single premium. This provision shall continue as long as the employee remains in a contracted position of less than 30 hours per week but at least 50% of a full-time position.

2. For an employee who enrolls in the High Deductible Health Plan and has met the ~~five (5)~~ required Wellness activities, the School Board shall contribute \$750.00 to the employee's Health Savings Account or Health Reimbursement Account, whichever is applicable.

~~For the 2016 benefit plan year, the Board shall contribute \$500.00 to employee's Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees enrolled in the High Deductible Health Plan at time of ratification of the 2015-2016 contract.~~

~~On February 1, 2017 the district will project the surplus funds in the Health Self Insurance Fund for the 2016 plan year. The district proposes that the portion of the increase that exceeds \$1,000,000 will be contributed to a Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees participating in the district's health insurance plans.~~

3. For an employee who enrolls in the Buy-up Plan and has met the ~~five (5)~~ required Wellness activities, will receive an annual premium reduction of \$750.00.

4. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's **electd** coverage; until **June 30th** ~~July 31st~~ provided the employee shall remain employed until the end of the contract year in which he or she became employed. **Should the employee be rehired by the District prior to the beginning of the following school year, the employees insurance coverage will be back dated to June 30th.**

If an employee resigns or employment is terminated any time prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment.

5. All newly hired employees eligible for benefits have thirty days **from the position start date** to select their benefits **online and upload any necessary documentation.** ~~and to submit a completed enrollment form and applications to the District's Employee Benefits Department.~~

6. The employee's insurance will be effective ~~on the eighty-ninth day (89)~~ **first of the month following sixty (60) calendar days** from the initial date of employment contingent on his/her meeting the enrollment deadline set above.

7. Any new hire eligible for healthcare that fails to make an election for insurance within the first 30 days of the position start date shall be defaulted to the Board provided health insurance plan. These individuals shall not be eligible for the **Board paid** disability plan.

8. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days, the Board will pay one (1) month's single member plan cost for the employee's health insurance program. If applicable, the one month's plan cost will be part of the coverage provided under the provision of the Family Medical Leave Act.

C. **Employees who are eligible for benefits may decline them, provided the employee shows proof of other acceptable federally compliant medical coverage.** Employees who are eligible for benefits may elect to receive the Board provided Disability Income Plan in place of coverage as listed in "B.1" above., ~~provided the employee can show proof of medical coverage.~~

D. Cafeteria Style Insurance Plan

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

2. The optional benefits are dependent health coverage, additional life, ~~cancer~~, dental, short-term and long-term disability, hospital ~~income protection~~ **care plan, critical illness, accident**, long term care, and vision insurance. Once an employee has made a selection of benefits, the employee may not change such selections during the plan year unless ~~an I.R.S~~ **change in family status** qualifying event occurs ~~as defined by I.R.S. Rules.~~

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

a. Dependent childcare reimbursement accounts

b. Medical, flexible spending account with employee's maximum contribution limited to ~~\$2,550.00~~ **2,700.**

c. Employees enrolled in a High Deductible Health Plan are eligible for either a Health Savings Account or Health Reimbursement Account whichever is applicable.

E. Optional Insurance: A benefit eligible employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

1. Dental Insurance

2. ~~Disability/Income Protection~~ **Accident Insurance**

3. ~~Cancer Insurance~~ **Critical Illness**

4. Term life **insurance and accidental death and dismemberment coverage**

5. ~~insurance and accidental death and dismemberment coverage to a maximum of \$300,000~~

~~65.~~ Short-term and Long-term Disability Insurance

~~76.~~ Hospital ~~Income Protection~~ **Care Plan**

~~87.~~ Vision Insurance

~~98.~~ Term life insurance for the spouse

~~109.~~ Term life insurance for dependent children

~~110.~~ Long term care insurance

F. Enrollment Period

1. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan **subject to carrier provisions.**

During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan.

2. No changes in the insurance selection will be made by the employee during the year except ~~for changes such as marriage, divorce, death, additions or deletions to family.~~ **due to an I.R.S. qualifying event.**

3. ~~a. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to re-enter the plan during the fiscal year. Re entry into the plan subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.~~

~~ba.~~ Upon return from a Board approved leave without pay ~~and after having failed to pay the insurance premium,~~ **that the** employee shall be entitled to re-enroll in the benefit plans they were previously enrolled in prior to the leave of absence. The employee has 30 days from their return from leave to submit the enrollment forms to the Employee Benefits Department. Coverage will be effective the first of the month following 30 days after the return from leave. **Coverage will be effective the first of the month following 30 days after the return from leave.**

~~eb.~~ The Board shall provide one times the employee's annual salary of term life insurance and one times the employee's annual salary of accidental death and dismemberment insurance with a minimum of \$25,000 ~~and a maximum of \$300,000~~ for all employees who are eligible for benefits.

~~G. Insurance Trust Fund~~

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

~~H-G. Retired Employees~~

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

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

~~H. Worker's Compensation~~

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

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

3. If an employee is taken out of work by a worker's compensation doctor for more than ten (10) consecutive days, the employee must apply for FMLA.

~~34~~. At the time of each new injury, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

~~45~~. Should an employee elect to utilize sick leave to offset the worker's compensation benefit, one-third (.3333) of a day or the equivalent hours thereof will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining 2/3 of a day's pay for each day of worker's compensation absence.

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

~~56~~. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

~~67~~. Paychecks issued to employees as referenced in "10. D" above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

- a. Applicable taxes
- b. Garnishments (i.e., levies, child support, writs)
- c. Insurance benefits
- d. Annuities
- e. Professional dues
- f. Credit Union
- g. United Way

~~J~~. I. Employee Assistance Program

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

~~K~~. J. Tax Sheltered Annuities

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

~~L~~. K. Payroll Deductions

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

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

~~M~~. L. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employees. Enrollment period for the above will be at the employee's request with

sufficient notification to the Payroll Department. Employee deductions shall be transmitted to the Credit Union no more than two (2) workdays from the day of pay.

N. Direct Deposit

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

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

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

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

O. Retirement Terminal Pay

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

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

- a. During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave
- b. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.
- c. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.
- d. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.
- e. During and after the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to the equivalent of 120 days inclusively and 75 percent times the number of hours of accumulated sick leave in excess of the equivalent of 120 days excluding sick leave transferred into Seminole County.

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

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

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

6. A 401(A) and/or 403(b) plan is required for all bargaining unit members. The program will place the employee's terminal leave payout at the time of retirement (for sick and/or annual leave) into a 401(A) and/or 403(b) IRS approved plan subject to applicable restrictions. Monies placed into the plan can be withdrawn at age 55 without penalty. If an employee under age 55 requests his/her funds within 45 days of actual termination of his/her employment, the School Board will authorize a payment necessary to hold harmless said employee from the penalty imposed for early withdrawal. Any other deductions such as federal income taxes will be borne by the employee at the time of withdrawal of funds.

~~P~~ Q. Uniforms

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

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

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

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

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

All uniform allowances will be appropriately taxed as income.

~~Q~~ P. Physical Examination

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

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

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

~~R~~ Q. Non-Compounded Buses

For drivers assigned non-compounded buses, the Board will furnish the vehicle, insurance, gas, oil and

maintenance for transportation to and from work assignments.

S.R. Sick Leave Payment

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

T.S. Professional Development Supplement

The annual professional development supplement shall be four hundred dollars (\$400.00).

U.T. Safe Driver Awards Program

1. The Safe Driver Awards Program offers those that have maintained a good driving history. The idea behind this program is not only to award those who are good drivers, but also to reduce the number of accident/incidents that create inconveniences in our daily operations, both personal and professional.

2. The program starts on July 1st and will end on June 30th of the current school year. The following criteria apply:

- a. No preventable accidents/incidents while driving a district-owned vehicle from July 1st through June 30th of the current school year as determined by the Executive Director of Legal Services/Risk Management and the Assistant Director.
- b. No chargeable citations while driving a district or privately owned/leased vehicle from July 1st through June 30th of the current school year.
- c. For present employees, you must be employed as a bus driver by July 1st and remain employed as a Seminole County school bus driver through June 30th of the current school year. If you are on extended leave, on light duty, or you are absent from driving for over a total of twenty (20) days during this time period, you will not be eligible for the bonus.
- d. For new employees, you must be employed as a bus driver by the first day of school of the current school year to be eligible for the bonus.
- e. For employees that will be retiring or resigning under good intentions, you must be employed as bus driver until the last day of school.
- f. You must maintain an active current commercial driver's license during the entire school year.

3. The awards are as follows:

- a. One-hundred (\$100.00) dollars to be paid to each school bus driver meeting the above criteria.
- b. If you meet the above criteria, you will receive a certificate and a safe driving pin.

ARTICLE XVII	-	Present Contract
ARTICLE XVIII	-	Present Contract
ARTICLE XIX	-	Present Contract
ARTICLE XX	-	Professional Development

Section1 Current Contract Language

Section2.

Employees may earn professional development in-service points to be used as a basis for a professional development supplement. **An annual supplement will be added to the salary of an employee who has completed sixty (60) in-service points within a four-year period for the 2019-20, 2020-21, and 2021-22 school years. Beginning in the 2022-23 school year** ~~A~~ **an annual supplement will be added to the salary of an employee who has completed sixty (60) inservice points within a three-year period. For the purpose of this section a year is July 1 to June 30.** Upon approval of the sixty (60) points, such supplement will be paid in a lump sum payment **no later than the second pay period in September** ~~at either the employee's first pay date in January or the employee's first pay ate in June~~ and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position.

An employee on leave of absence who has earned a supplement and has worked one day over one-half of his/her contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation.

An employee who is entitled to the supplement and who has been laid-off shall receive said supplement, as scheduled, if recalled within sixty (60) days of their normal starting date for their position. Eligibility for the professional development supplement shall be determined by the following criteria:

- A. One inservice point shall be equivalent to one clock hour of participation.
- B. All inservice points earned must:
 - 1. be included in the Master Plan for Staff Development, and/or;
 - 2. be a college course approved in advance, by the District Administration, in which a grade of "C" higher was received; and,
 - 3. in both cases, must be related to the assignments within the bargaining unit. However, if an employee has interest in participating in an inservice activity which is not related to an assignment within the bargaining unit, he/she may submit form #435 to the Director of Teaching and Learning for approval.
- C.
 - 1. Only inservice points earned on off-duty hours will be incorporated in the sixty (60) points used for the supplement.
 - 2. In order to receive inservice points for inservice activities other than those offered by the school district, prior approval must be granted. It is the sole responsibility of the employee to complete form #435 for this purpose.
- D. Notices of inservice programs for non-instructional personnel will include a designation for target audiences. This designation will indicate who is eligible to attend and receive points for a given workshop.

Those who do not meet the criteria of the designated target audience shall not register for nor receive inservice points for the given workshop.

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

- 1 semester hour = 10 points
- 1 quarter hour = 6 2/3 points
- 3 quarter hours = 20 points

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

G. **After the employee receives their first lump sum payment** ~~the~~ the employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three [3] year period) has been received, the employee may start earning another set of sixty (60) points. ~~An employee may earn twenty (20) in service points each year within the next four (4) year period that may be carried forward and applied to subsequent supplement sets (3 year period).~~

Once the first check of a three check supplement set has been received, the recipient may begin earning points toward the next supplement set.

H. Inservice points earned toward the sixty (60) hours to be used for the supplement shall be on the inservice print-out provided to the schools.

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

- ARTICLE XXI - Present Contract
- ARTICLE XXII - Working Conditions
- Section 1.-14. - Present Contract
- Section 15.

If a school's regular pick-up and drop-off location for students is modified, relocated, or altered during the school year, the drivers will be notified immediately.

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

Should a driver or monitor require the use of a restroom during or prior to arrival and departure times, the individual will not be denied the opportunity to use the school's restrooms. Drivers and monitors will not be prevented from using any adult restrooms or treated any different from any other SCPS employee.

- Section 16.-Section 18. - Present Contract

ARTICLE XXIII - Term of Agreement

The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, 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. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

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

The foregoing Agreement shall become effective July 1, 2019 and shall be implemented on the date it is signed by both parties, and shall continue in effect until June 30, 2021 with the exception of re-openers cited in "Negotiation Procedures and Guidelines."

The foregoing Agreement was ratified by the Seminole Educational Clerical Association, Inc. the (TBD) day of (TBD), 2019 and by the School Board of Seminole County, Florida the (TBD)day of (TBD), 2019.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the (TBD) day of (TBD), 2019.

APPENDIX A -

The members of the bargaining unit are as follows:

Bus Monitors

Bus Drivers

Transportation Trainer

APPENDIX B - Present Contract

APPENDIX C - Present Contract

The following Appendix D shall become effective July 1, 2017 and shall be implemented on the date it is signed by both parties and shall continue until June 30, 2019.

APPENDIX D - Salary Schedule

Two (2) year agreement for contract language and compensation of 4.25%:

- **3.00% for 2019-2020**
- **Title I Supplement of \$100 for each teacher at a Title I eligible school for 2019-2020 and 2020-2021**
- **1.25% salary increase for 2020-2021**
- **In the 2020-2021 school year the parties agree to reopen bargaining for Salaries and Compensation if the Florida Legislative increases the Base Student Allocation greater than 1.25%**
- **Salary adjustments will be retro to the beginning of the 2019-2020 school year.**

APPENDIX E - Amend Payroll Calendar to reflect 2019-2021 school years

APPENDIX F - Amend Employee Calendar to reflect 2019-2021 school years