

ARTICLE XII

HOURS AND WORKING CONDITIONS

XII.1 REGULAR WORK WEEK

- A. The pay period for members of this unit shall be two (2) regular work weeks. The pay period begins at 12:01 A.M. Monday and continues to 12:00 midnight on Sunday.
- B. The normal work week shall be Monday through Friday. Holidays, Saturday, Sunday and non-paid days shall be "off days."
- C. "Off" hours shall be defined as time outside of the employee's regularly scheduled work day. "Off" days shall be defined as days outside of the employee's regularly scheduled work week.
- D. Two (2) hours pay shall be the minimum for "call out" during off days or off hours. For any call out, an employee's time sheet should reflect the correct amount of time worked. Call-out is defined as work performed during off days or off hours to perform duties and is designated by the appropriate administrator and/or supervisor. Call out for all employees during "off" day or "off" hours shall be considered overtime at the rate of one and one half (1 ½) time the employees' normal rate of pay. Call out is defined as emergency work designated by the appropriate supervisor or administrator and performed during **scheduled** off days or off hours.
- E. Employees who are required or directed to work beyond forty (40) hours per week, as defined in the Fair Labor Standards Act, shall be granted compensatory time at the rate of one and one-half (1 ½) hours for each hour of employment for which overtime compensation as required by Section 7 of the Fair Labor Standards Act or shall be compensated at the rate of one and one-half (1 ½) times the employee's normal rate of pay. All other compensatory time granted shall be at the rate of one (1) hour for each hour of employment or compensated at the rate of one (1) times the employee's normal rate of pay. One hundred sixty (160) hours of overtime represents two hundred forty (240) hours of compensatory time. EXCEPTION: Bus Operators and Bus Assistants.
- F. When an employee is requested to work overtime, they will have the ability to elect in the system whether they will accept compensation for the extra work in time or in pay, and the election of time off is subject to approval by the appropriate director and/or administrator. An explanation will be given to the employee if the leave is denied. An employee who has accrued compensatory time and requests the use of that time off within a reasonable period after making the request will be approved to take that compensatory leave if it does not unduly disrupt operations.
- G. In the event of a declaration of a State of Emergency as referred in Article IV.3 Miscellaneous, on such days, employees shall be compensated in the following manner:**
 - 1. All eligible ESP employees shall receive their regular rate of pay for their normal scheduled work day. This shall be referred to as "stay-at-home pay."**

- 2. In addition to “stay-at-home pay,” and if required to work on regularly scheduled work days, employees shall be compensated for each hour worked up until eight (8) hours per day. For every hour worked beyond eight (8) hours in one day, employees shall receive one and one-half (1½) times their hourly rate.**
- 3. If required to work on a paid Holiday under these circumstances, employees shall be compensated at their regular rate of pay for each hour worked up until 8 hours per day. For every hour worked beyond eight (8) hours in one day, employees shall receive one and one-half (1½) times their hourly rate.**
- 4. If required to work on a Saturday or Sunday under these circumstances, employees shall be compensated with payment at two (2) times their regular rate of pay for each hour worked up to eight (8) hours per day and two and one half (2 ½) times their regular rate of pay for each hour worked over eight (8) hours per day.**

XII.2 WORKING CONDITIONS

- A. Each **full-time** employee shall, except in case of emergency, receive two (2) uninterrupted fifteen (15) minute breaks each day, one (1) in the A.M. and one (1) in the P.M. **Employees that work four (4) hours or less in one shift shall, except in case of emergency, receive one (1) uninterrupted fifteen (15) minute break each day.** ~~Each break shall be fifteen (15) minutes for employees who work eight (8) hours per day or the proper ratio for employees who work less than eight (8) hour days. (i.e. seven hour employees two (2) thirteen and one half (13½) minute breaks; six (6) and five (5) hour employees two (2) eleven and one half (11½) minute breaks; four (4) hour employees one (1) fifteen (15) minute break.)~~ Annually during the pre-school period, the immediate supervisor, in consultation with the affected employees, will establish a work/break schedule. Breaks should be scheduled when they would cause the least disruption of normal work activities. Individual circumstances may be considered by the supervisor to allow a variance from the established schedule on a case by case basis. Breaks interrupted by emergencies shall be rescheduled by the supervisor, in consultation with the affected employee(s).
- B. Each school based bargaining unit employee shall be provided with at least a thirty (30) minute uninterrupted, unrestricted meal break except in cases of emergency as determined by the Principal. Each bargaining unit employee assigned in a clerical position in an administrative center and works an eight (8) hour day, shall be provided with at least a one (1) hour uninterrupted, unrestricted meal break except in cases of emergency as determined by the appropriate supervisor. All other bargaining unit employees shall be provided with at least a thirty (30) minute uninterrupted, unrestricted meal break. The meal break is not included as part of the employee's regular daily work hours.
- C. No employee shall be required to attend a meeting or meet with their administrator or supervisors during their regular breaks, including lunch, without additional compensation.
- D. If a substitute and/or temporary employee is employed at the same work site, the

substitute and/or temporary employee will not work longer than the shortest number of hours worked by a permanent employee at that work site. (Exception: Bus operators / Bus Assistants). Where feasible, at the discretion of the Supervisor, extra time shall be offered to permanent employees at that worksite who can perform the duties in a timely fashion and can accommodate the extra time beyond their normal work hours.

- E. Extra duties assignment for all employees will be given the greater deference to seniority in the employee's classification among those employees who request consideration for extra duty. Normally, extra duty shall be assigned within the same ~~shop~~ work site, however, if no permanent employee is available within, the ~~shop~~ with the extra duty, employees within the same job classification are eligible to work the extra duty. ~~A seniority list will be kept and followed. Those who do not wish to participate may indicate that preference by signing their name off the availability list and will not be eligible to work extra until their name is placed back on the list.~~

Permanent employees who wish to add their name to the extra duty availability list shall be provided an opportunity to do so during the pre-school period each year. ~~New employees who wish to have their names added to the roster shall be provided the opportunity to do so when they become permanent employees.~~

- F. Workloads and assignments are to be established on as equitable basis as possible within the Departments.
- G. Any employee who is required or requested to travel for the Board, and is not otherwise provided transportation, shall be paid mileage at the maximum rate allowed by State Regulations. (Trips to and from home are excluded.)
- H. ~~Required attendance at meetings which occur on non-paid time shall be considered "call-out."~~ *Meeting language per ESP department found later in article.*
- I. No employee shall have their work time reduced arbitrarily.
- J. If the District reduces an employee's hours, that employee shall have priority in seniority order, providing technical ability, related knowledge or training is essentially equal, in transferring to vacant lateral positions in order to restore their hours.
- K. Employees will be notified of job training seminars that are work related. In the event that seminars take place during working hours, attendance, with prior approval by the supervisor, will be by departmental seniority. The appropriate administrator and/or supervisor will determine the number of attendees.
- L. No employee may be requested, intimidated, or harassed to provide "volunteer" time in lieu of paid time.
- M. If an employee's hours are changed, the employee shall be notified in writing of the reason for the change. A minimum of two weeks written notice shall be given to employees who will be required to permanently change their scheduled work hours/days. Two weeks written notice will also be required when a temporary

change in hours/days is expected to last one week or longer. In accordance with the provisions of Article VIII.2, consideration will be given to employees based on seniority, who may not be able to accommodate the schedule change.

- N. All efforts will be made to notify employees of personal information or messages of an emergency nature or family matters received within the hour that the message is taken. If notice cannot be accomplished, the immediate supervisor will be notified and shall contact the employee at the earliest time possible.
- O. If the District Administration makes a recommendation to the Board to sub-contract work which would result in the loss of any current employee(s) and or position(s) or would affect a full shop, department or division, the District Administration, prior to the Board taking action, shall notify the Union that such a recommendation is forthcoming including the anticipated employee impact and any projected economic savings or cost. In addition, the District shall provide the Union a copy of any such recommendation at least ten (10) days in advance of any School Board meeting in which such a recommendation will be considered and shall convene to negotiate the impact of such action.
- P. All physical examinations required as a condition of initial employment shall be made by a physician selected by the School Board and paid in full by the employee. For continued employment, the Board will establish a list of physicians from which the employee may choose and the Board shall pay in full for the physical examination which the employee will schedule and undergo without additional compensation.
- Q. ~~Employees on leave from service for a period not to exceed one (1) year because of physical disability shall be returned to their former position when all required authorization to return to work has been completed. Employees with diminished capacity due to work related illness or injury, but who can fulfill the requirements of another position in the District, shall be offered such a position without loss of seniority or pay. This language is appropriate in Article V – Leave Provisions.~~
- R. ~~Expense incurred for telephone calls in the line of duty by employees shall be reimbursed when verified as soon as possible after receipt of the request.~~
- S. Members of the bargaining unit shall have limited responsibility for the supervision of students including supervision for disciplinary reasons, or planning for their instruction. [Exception: Bus Operators and Bus Assistants]
- T. A certified teacher or an administrator, who is readily accessible, will always be designated as the responsible party when a member of the unit is left alone with students. [Exception: Bus Operators and Bus Assistants]
- U. Employees shall suffer no loss in pay, leave, or benefits for days designated by the Board as early release or late start days by the District.
- V. Bargaining unit members shall not be required to examine students for head lice or ringworm, administer hypodermic medication to students, mix any medications for students, or perform catheterization or any other "invasive" health/hygiene procedures on students. The District will not direct its employees to perform duties

which are deemed to be regulated by medical and/or nurse practices acts. Employees who are required to administer or dispense medications or provide services to handicapped individuals are afforded protection from personal liability subject to the provisions of Florida Statutes.

- W. Members of this bargaining unit shall not serve as substitute teachers.
- X. Attendance at any meeting which occurs on non-paid time shall be voluntary.
- Y. Bargaining unit members shall be provided with appropriate equipment, materials, and supplies to properly execute their duties.
- Z. Any employee who volunteers and/or is requested, by the sponsor of a school activity or trip, and who has the approval of their supervisor, to serve as chaperons for any District school sponsored activity which occurs during their normal work hours, shall be compensated at their normal rate of pay.
- AA. Each school based employee shall have an assigned box or area in which to receive mail and notices.
- BB. ~~Employees who work less than a twelve (12) month year shall, as long as positions exist for which they are qualified, be recommended for reappointment for the following school year, except new employees on probation. This language belongs in Article X – Performance Review.~~
- CC. DOT Physicals
1. Yearly DOT physicals may be completed at Marathon Health following Department of Transportation guidelines at no cost to employees. If bus operators elect another provider to complete the DOT physical requirement, then they must use Ascension Sacred Heart or Baptist Health Care. The employee will pay the cost for the outside provider (Ascension Sacred Heart & Baptist Health Care).
 2. Individuals who receive a disqualifying evaluation from any of the three providers are encouraged to work with the provider that issued the disqualification.
 3. Individuals will have the ability to seek a second opinion from one of the other approved providers. If the second opinion results in a qualification, the individual will be required to provide the District with the HIPPA medical release information to obtain the DOT long form from both providers to validate the conflicting result. The district agrees to split the cost of a third opinion from the final approved provider to serve as a tiebreaker. The individual will be required to provide the District with the HIPPA medical release information to obtain the DOT long form from the third provider.
 4. Employees will be compensated for one (1) hour of extra time paid at their hourly rate of pay for completing the comprehensive pre-DOT physical assessment if they go during off hours. The appointment for the comprehensive pre-DOT physical should be sixty (60) to ninety (90) days prior to the DOT physical. If the appointment for the pre-DOT physical is within thirty (30) days of the DOT

physical, then the hour of extra pay will not be paid to the employee.

5. Employees will be compensated for one (1) hour of extra time paid at their hourly rate of pay for completing their required DOT physical if they go during off hours for the physical.

XII.3 ASSIGNMENTS

- A. Employees will be assigned in their classification for their primary duties. In case of emergency, the employee may be given assignments in areas related to their classification. Emergency assignments shall be designated only for good cause and shall not be arbitrary. Emergencies must be designated as such by the appropriate administrator.
- B. In the event an employee is assigned to a position in a higher grade classification than his/her current grade, such employee shall receive the hourly rate in the higher grade classification, not to exceed the promotional rate provided in Article VII.2.F as performed from the seventh (7th) working day of such assignment, retroactive to the first (1st) day of the assignment. Such assignments shall be considered temporary promotions. New District employees on probation and temporary employees are not eligible for temporary promotions and the higher classification of pay.
- C. In cases where a teacher assistant has obtained their Childhood Development Association (CDA) certification, the school administrator shall be encouraged to assign that employee consistent with the requirements to maintain that certification.
- D. Employees who are required to be fingerprinted as a result of an involuntary transfer or reassignment shall be reimbursed by the District for the cost of the fingerprinting. Employees who are required to acquire HRS specific certification or other course work as a result of this transfer or reassignment shall be paid or earn compensatory time at their regular rate of pay, or overtime if appropriate, for all time beyond their normal workday which is required to obtain the certification or take the course work. Any cost to the employee associated with obtaining the certification or course work shall be reimbursed by the District.

XII.4 REQUIRED CLASSES

- A. Each employee who is directed in writing by the Board to attend any required activities, schools, or classes in order to maintain current skills or certification or to gain new skills in their classification shall be paid the applicable hourly rate. If the employee is directed by his/her appropriate administrator to attend classes which are out of town and necessitate overnight accommodations, reservations and payments shall be made and the employee shall be reimbursed at the current rate as prescribed by the Board for appropriate expenses. The provisions of this article may apply to specialized training which is necessary to maintain licensure or certification required for continued employment.

WORKSITE SAFETY

XII.5

- A. The parties agree that it is necessary to provide and maintain safe work locations. All work sites shall be maintained in a clean and safe condition. Anyone discovering an unsafe, unhealthy, or hazardous working condition shall take prudent action to avoid the hazardous situation, remedy it if possible and report the condition and the location to the appropriate administrator. The District shall take appropriate action to remedy unsafe, unhealthy, or hazardous working conditions when they are identified. If no corrective action is taken, the condition shall be reported to the Superintendent or an appropriate District level designee.
- B. The District will continue to abide by all applicable local, state, and federal laws concerning worker protection.
- C. No employee will be required to drive any District vehicle which has not been certified safe by the Escambia County School District. In addition, school buses must be certified according to state laws and District policy.
- D. The District will make every effort to provide lift belts for employees who are required to lift or move items in excess of fifty (50) pounds.
- E. Cooling/heating devices will be provided to maintain reasonable temperatures in inside work areas.
- F. The District will provide each worksite with an Infectious Diseases/Clean-up Kit to be used by employees who are required to or may be required to clean up or deal with body fluids or wastes. All employees in this unit shall be informed of its location and briefed on its use.
- G. The District shall design appropriate training experiences and deliver, evaluate, and update them at least once annually to all employees to assure that they are familiar with their rights and responsibilities associated with Blood Borne Pathogens. Supplies of items necessary to deal with body fluid spills will be maintained in locations accessible to all employees.
- H. In cases where handicapped students are provided services in regular education classroom settings and this circumstance alters the Blood Borne Pathogen risk level of employees, the District shall provide the employee immediately with information and access to medical protection.
- I. In schools where handicapped and/or temporarily disabled individuals are served, an emergency plan shall be maintained and updated addressing emergency concerns including medical and mobility issues.
- J. All employees who have regularly assigned duties involving ESE students who are prone to violent outbursts shall be provided with in-service training, at no cost to the employee, to instruct the employee on ~~dealing with~~ **managing** such students **behaviors**.
- K. All buses transporting students with special needs, as determined by the District,

shall be staffed with an adequate number of bus aides to ensure the safety and well-being of the students.

- L. All employees who have regularly assigned duties involving students with specific medical problems shall be provided with in-service training, at no cost to the employee.
- M. Except as otherwise provided by statute, all employees, who have been or will be, exposed to communicable diseases shall be notified of such exposure by the District.
- N. ESE aides and other employees who are required to change students, or in other ways deal with body fluids, shall be provided with gloves and other appropriate supplies which are necessary for personal safety. In locations where appropriate, **and** ESE changing tables are not provided, the parties agree to investigate appropriate alternatives.

XII.6 **HOURS AND WORKING CONDITIONS - BUS OPERATORS AND BUS ASSISTANTS**

A. GENERAL

1. Whenever there is a need for extra duty assignments, seniority, availability, geographic locations of the work and the residence of the employee will be taken into consideration when making the assignment.
2. No permanent or full-time employee shall have his/her hours of work reduced while there are temporary or substitute employees working in his/her classification at the same work site.
3. Requests for extra time shall be submitted by employees by the established school/department deadline. Employees who submit a request for extra time by the deadline shall be notified before their request for time are edited/corrected.
4. The Union will be given a quarterly up-to-date list of bus operators and assistants indicating their date of employment and seniority position.
5. Departmental seniority for operators shall include all permanent driving experience, including E.S.E.
6. When hazardous conditions such as bad roads, bus overloads or route conditions are noted by operators, those conditions should be reported to the appropriate route supervisor on the appropriate form. The route supervisor shall actively consider any suggestions made by the operator and shall notify the operator, using the appropriate form (Appendix K), of any change or response to the condition(s).
7. Operators shall be notified by the school principal or his/her designee at the beginning of the afternoon run on the day that any student is bus suspended, suspended from school or expelled from school.
8. The parties agree to investigate providing a method of secure storage for necessary items. If a suitable method of providing storage is identified, said method shall be implemented as soon as possible.

9. The parties believe that, in the best interest of all students and employees, students with communicable illness, head lice and other conditions which pose a risk to the Operator and other students should be transported by parents or others to lessen the opportunity to infect others; however, if such transportation cannot be arranged, the Bus Operator shall be notified of the condition and advised of any special precautions.
10. When a school principal requests that an operator or assistant not be placed at his/her school, such requests must be made in writing, and shall include the reason(s) why the request is being made. The District will investigate such requests and take action as warranted.
11. In the event an operator or assistant is removed from his or her route, the District will notify the employee of the action. The employee will be provided with a listing of all vacant routes (permanent and temporary) and will be able to choose from among those available. The employee shall be placed on that route temporarily and shall be required to make a permanent bid at the next permanent bid session. The employee will be allowed one (1) temporary bid following the permanent bid at the
next permanent bid session (Temporary Bid Session A). In such cases, the District will make every reasonable effort to prevent the bus operator or assistant from losing route time.
12. Drivers who serve special centers which do not take in students on testing days, early release days or on other days designated by the center for programmatic purposes, shall not lose compensation for those days or portions of those days. The district may assign affected employees to substitute positions on those days or portion of those days. An employee who refuses the substitute position shall forfeit compensation for that day.

B. POSTING AND BIDDING

1. Operators and assistants shall be provided notice in their regular transportation newsletter (if one is published), via transportation dispatch radio, and at fuel sites when available routes are posted and/or about to be posted. If school is not in session at posting time, notification shall take place by U.S. Mail. Such notice shall also include the date, starting time, and location of the bid session. The posting shall also include pertinent basic information (available at the time) about the routes being posted (i.e., identifying number of the route, route manager, schools served, estimated route run time, the time and location of the first and last stop in the morning, and the storage location of the bus. For operators and assistants interested in reviewing the entire route, the posted routes shall be available at the Transportation office and posted at the bid session.
2. Posting and bidding for bus operators and bus assistants shall be conducted on an annual basis, followed by a temporary posting and bidding. The Bus Operator bid session shall be conducted during pre-school week of each regular school year. Bus Operators shall assume new route assignments on the first student day of the regular school year. The Bus Assistant bid session shall take place no sooner than two (2) weeks and no later than four (4) weeks following the first student day

of the regular school year. Bus Assistants shall assume their new route assignments within five

(5) days of the bus assistant bid session. The dates of the bid sessions and schedule for assuming new routes shall be determined by the Bus Employee Committee (BEC). The BEC shall be authorized to change the timing of the bid sessions from that stated above if there is agreement by committee members that circumstances warrant such a change.

3. The bidding process shall be conducted as follows:
 - a. Any operator or assistant wishing to bid shall be present at the bid session or shall provide a written proxy to a Transportation manager or another operator or assistant of their choice.
 - b. The most senior operator or assistant present who is on the bid roster shall have the first selection of available vacant routes and the process shall continue in declining seniority order until all routes have been awarded.
 - c. The President of Escambia ESP may appoint two (2) members to witness the bidding process.
 - d. All bids will be final. Any exceptions to this shall be agreed upon by the BEC.
 - e. Routes which are vacated during a bid session shall be made available for temporary bid until the next posting and permanent bid session (Temporary Bid Session A). Such routes shall be posted as available for temporary bid as soon as possible following the bid session, for five (5) days. Requests for temporary bid shall be honored based on seniority. Operators and assistants with newly awarded routes following the permanent bid session shall not be eligible to temporarily fill routes which were vacated at that bid session, except for newly hired operators and assistants who were hired following the last permanent bid session, operators and assistants covered under XII.7A. 10, or operators and assistants who were unable to bid. A second temporary bid session (Temporary Bid Session B) shall be conducted only for operators and assistants who were hired following the last permanent bid session. Routes that were vacated during Temporary Bid Session A shall be made available for Temporary Bid Session B. Temporary Bid Session B shall be conducted immediately following Temporary Bid Session A. Operators and assistants who make a temporary bid at Temporary Bid Session A or B will remain on that route until the next permanent bid session or until the operator or assistant returns. Exceptions to this process must be approved by the BEC.
4. All posting shall be done in compliance with provisions of the Master Contract. Copies of all postings, including back up material, shall be provided to Escambia ESP at the time the posting is placed.
5. Substitutes will not be rotated on routes in a manner which prevents posting and bidding of routes.
6. If an operator or assistant is going to be out at least two (2) weeks, the operators

or assistants, in declining seniority, may choose to take his/her run. The substitute will take the operator's or assistant's run. This shall be considered a temporary bid. Routes available for temporary bid shall be posted for five (5) days in the regular transportation newsletter (if one is published), via transportation dispatch radio, and at fuel sites. The temporary bid shall be awarded at the close of the bid and the route manager shall direct the operator or assistant to assume the route within the next five (5) work days. Operators or assistants on this type of temporary bid shall remain on that route until the employee assigned to the route returns or until the next permanent bid session. Exceptions to this process must be approved by the BEC. No other operator or assistant will be affected, nor will this create a domino effect. Seniority will be followed.

7. The District will notify the Union of any route assignment changes made in between permanent bid sessions, i.e. operators or assistants who are removed from a route and reassigned, make a successful temporary bid, changes in assigned bus, or changes in schools assigned to a route.

C. COMPOUNDING

1. Definitions

- a. Compound (or Compounding) Site: District property (that is secure and well lit) utilized for bus storage and parking.
- b. Storage or Storage Site: Any assigned storage location, on or off District property.
- c. Temporary Storage Site: Parking and bus storage sites not located on District property.

2. Compounding

- a. Prior to the bid session, each school bus route shall be assigned a compounding site which will be the assigned parking location. A bus operator who temporary bids on a route shall be expected to store the bus at the storage site assigned to the temporary bid route. If the bus operator returns to his/her permanent route he/she shall return to the same storage site. Buses shall not be stored a locations other than the designated storage site unless specifically authorized by the Transportation Department.
- b. The Transportation Department may reassign buses from an assigned compounding site to an alternate compounding site when operational flow or site capacity is an issue. Compound site assignments shall be reviewed and reassigned as necessary each year to ensure efficiency.
- c. If the Transportation Department determines that a bus stored away from District property poses a maintenance burden, security risk, or community concern, the bus operator may be directed to store the bus at the nearest available compound site with five (5) days' notice, whenever practical.
- d. A bus operator who stores his/her bus at their home shall be required to

conduct bus starts (no more than one (1) per day) at the direction of the Transportation Department without additional compensation during the regular school year when school is not in session (i.e., winter and spring breaks).

- e. A bus operator who faces a compelling hardship associated with compounding may seek temporary relief from compounding from his/her route manager and may be permitted to store his/her bus at a temporary storage site for a limited time.
- f. When there are concerns over favoritism or bias in the reassignment of buses and routes from assigned compounding, or in the determination of hardships or the revocation of hardship relief under this Article, appeals are available through the Director of Transportation. The BEC may review concerns that remain after appeals to the Director.

3. Set-up Time

- a. Set-up time shall be provided to the employee as a part of the route package. This time shall accurately describe the typical time required for the safe, efficient, and dependable completion of the daily route.
- b. Set-up time shall be the basis for projecting the employee's work day and establishing the employee's report time. The employee's daily pay shall be determined by the employee's actual work day as approved by the department leadership.
- c. Extra time worked shall be reported in accordance with the Transportation Department procedures for extra time reporting.
- d. Set-up time for bus operators shall include:
 - i. The actual run time of the daily route.
 - ii. Time for breaks described in the Master Contract when not otherwise feasible during the actual route time.
 - iii. Fifteen (15) minutes daily to conduct the required comprehensive start-of-day pre-trip inspection utilizing the department inspection checklist.
 - iv. Ten (10) minutes daily to conduct the mid-day post-trip inspection.
 - v. Five (5) minutes daily to conduct the required mid-day pre-trip walk-around inspection (no checklist required).
 - vi. Fifteen (15) minutes daily to conduct the required end-of-day post-trip walk-around inspection, utilizing the department inspection checklist, and clean-up.
 - vii. Ten (10) minutes daily for administrative time to conduct administrative tasks that include:

- (1) Telephone calls to parents, schools, supervisors, etc. to coordinate transportation service and resolve student management/discipline issues.
- (2) Onboard documentation (ridership reports, turn sheets, stop sheets, add/drop forms, referrals, behavior logs, FTE survey documentation, seating charts, etc.)
- (3) FTE survey documentation
- (4) Evacuation exercise documentation
- (5) Annual railroad and stop arm violation surveys
- (6) Dexterity (flex) tests
- (7) Such administrative items associated with the safe, efficient, and dependable execution of the daily route as required by the Route Manager

viii. Distributed fueling time when time for fueling is not otherwise feasible and efficient during the actual route time so that the average daily time is sufficient to account for each necessary fueling evolution in a one week period, based on twenty (20) minutes per fueling evolution. Additional fueling evolutions beyond the normal weekly expected number shall be reported as extra time in twenty (20) minute increments and shall be subject to Route Manager approval.

4. Bus operators shall report to the storage site each morning in sufficient time to execute a complete pre-trip inspection and begin the morning route on time.
5. Bus assistants shall report to the storage site five (5) minutes prior to the scheduled roll time.

D. ACTIVITY TRIP TRANSPORTATION

1. The purpose of this section is to articulate the process for assigning bus operators and assistants to activity trips.
2. For the purposes of this section, “bus operators” and “assistants” shall refer to bus operators and assistants covered under this Contract. A “field trip” is an activity that falls within the realm of the normal curriculum; an “extra-curricular activity” is an activity that falls outside the realm of the normal curriculum. When referenced collectively herein, field trips and extra-curricular activity trips are identified as “activity trips.”
3. Bus operators and assistants shall not be permitted or coerced to “volunteer” time in a manner which reduces activity trip time, possible activity trip time, or activity trip call-out time. School-based bus operators shall not be utilized for field trips unless bus operators covered under this Contract are not available.
4. The assignment of bus operators and assistants to activity trips follows a two-step sequence. The first step is an operational exercise within the Transportation Department’s sole purview to determine whether District bus operators and

assistants are available for specific activity trips. The second step is also an operational function to assign bus operators and assistants to activity trips equitably as described below.

5. Bus operators shall not be considered available for an activity trip if taking the trip would cause them to exceed Transportation Department hours of service limits.
6. A bus operator or assistant who takes an activity trip that occurs during the set-up time schedule shall be paid their normal set-up time plus the activity trip time that does not overlap their set-up time schedule. Bus operators and assistants shall not accept activity trips that occur while they are on leave.
7. Bus operators and assistants shall accept an activity trip only if they are able to arrive on time for the start of the trip.
8. The “field trip window” is established annually by the Transportation Department with reference to the start-release schedule. It is the period of time in the start-release schedule when, as a rule, students are not being transported to and from school. The assignment of bus operators and assistants to activity trips shall not interfere with any part of the normal transportation of students between home and school nor shall any bus operator or assistant have a substitute for any part of his/her regular run in order to accept an activity trip, except as described below.
9. There shall be two (2) designated activity trip lists, each independent of the other. A bus operator or assistant who accepts an activity trip from one (1) list shall not lose his/her position on the other list. The activity trip lists shall be sorted in seniority order according to BEC designed geographic areas relative to the schools bus operators and assistants serve:
 - a. The “daytime” list for activity trips occurring during the school day, typically during the daytime field trip window, sorted according to geographic areas determined by schools served that are agreed upon by the BEC.
 - b. The “after hours” list for activity trips occurring after school hours during the evening field trip window or on weekends, sorted according to a combination of the geographic areas that are agreed upon by the BEC.
10. Bus operators and assistants who wish to place their names on the activity trip lists shall be provided an opportunity to do so annually during the week of in-service training and in December. New permanent bus operators and assistants shall have the opportunity to place their names on the activity trip lists at the time they become permanent employees. If a bus operator or assistant changes routes, and the new route puts the bus operator or assistant in a different activity trip area, it shall be the responsibility of the bus operator or assistant to make the necessary notification to the Transportation office to have his/her name placed on the new activity trip roster.
11. Transportation staff will contact bus operators and assistants on the appropriate list in order to give them an opportunity either to accept or reject an activity trip.
Three
(3) attempts will be made over a period of two (2) days to contact a bus operator

or assistant on the list until forty-eight (48) hours before the trip. (The 48-hour window does not include off days.) Busy signals will not be counted in the three

(3) attempts to contact the bus operator or assistant. If voicemail is contacted, a message will be left to contact the Transportation Department. Bus operators and assistants shall confirm to the Transportation Department acceptance or rejection of the activity trip within two (2) hours of being offered the trip. Bus operators and assistants may ask to be contacted via email or text message with field trip offers, but this mode of communication shall not replace or be factored into the telephone communication timeline. The bus operator or assistant will be rotated on the list whether he/she accepts or rejects the trip, except that he/she will not be rotated for rejecting an activity trip because of run interference or because the trip is schedule

to occur on days when schools are on break and employees are on holidays, paid days off, or leave.

12. Activity trip assignments will be attempted utilizing the availability trip process if no bus operators or assistants listed on the activity trip list in the appropriate activity trip area are available for the trip, if the trip occurs outside of the field trip window, or if the trip must be assigned within twenty-four (24) hours of the trip. The 24- hour window does not include off days.

a. Priority for availability trips follows this sequence:

i. The most senior bus operator or assistant on the activity trip list appropriate for the time of day in the activity trip area who would not require a substitute for any part of his/her regular run in order to accept the trip;

ii. The most senior permanent bus operator or assistant on the activity trip list appropriate for the time of day in any area who would not require a substitute for any part of his/her regular run in order to accept the trip;

iii. The most senior permanent bus operator or assistant not on the activity trip list who would not require a substitute for any part of his/her regular run in order to accept the trip;

iv. Once attempts to schedule trips off of the appropriate trip list and through the availability trip priority sequence have been exhausted with the exception of those covered in subparagraph (v) below, the Transportation Department may assign a permanent bus operator or assistant by any practical, expedient means it determines is safe, dependable, and efficient in order to provide the activity trip transportation for students, including the use of pre-fabricated substitution scenarios proposed by bus operators and assistants, approved by route managers; then

v. A substitute bus operator or assistant who would not require a substitute for any part of his/her regular run in order to accept the trip.

b. If a bus operator or assistant accepts an activity trip on availability, the bus operator or assistant will be passed over on their next turn on the appropriate

activity trip list.

- c. If a bus operator or assistant rejects an availability trip, this rejection will not count as a rejection against the rotation.
 - d. When the names of available bus operators and assistants are known to Transportation staff, availability trips may be offered in person or via telephone, adhering to the priority basis described above. Otherwise, three (3) radio calls will be made offering the trip on the dispatch radio unless a permanent bus operator or assistant on the appropriate list responds during the first or second call.
13. Except in cases of emergency, in the event a bus operator or assistant fails to show for a scheduled activity trip, he/she shall forfeit their position on the activity trip list for one rotation. Bus operators and assistants shall not re-assign activity trips they cannot honor after accepting them. Bus operators and assistants shall report activity trip cancellations to the Transportation Department as soon as possible. If a bus operator or assistant accepts an activity trip and then, for any reason cancels, the cancellation shall be considered a rejection. They will not be allowed to make up the activity trip they failed to perform.
 14. Bus operators and assistants who fail to report for any assigned activity trips or who regularly reject activity trips without legitimate reasons shall be consulted concerning whether they wish to remain on the list. Bus operators and assistants who fail to report for two (2) activity trips during a school year shall be dropped from all activity trip lists. If an operator or assistant is contacted for activity trips on the daytime list, and rejects trips on three (3) consecutive occasions, for any reason, the operator or assistant shall be dropped from that activity trip list. The bus operator or assistant shall be allowed to register for that activity trip list again the next school year.
 15. If a school cancels an activity trip with advance notice, the bus operator or assistant will be given another trip as a replacement unless the trip was assigned as an availability field trip. If the school cancels an activity trip after the bus operator or assistant arrives at the school, the bus operator or assistant shall be given a two (2) hour call-out, or actual time if they put in more than two (2) hours for the cancelled trip, as well as another trip. Replacement does not apply to an activity trip assigned by availability; however, the bus operator or assistant will not lose the next trip in rotation for that canceled availability trip.
 16. Bus operators who do not possess the 84-passenger endorsement shall not lose his/her place in the trip rotation if, by virtue of the absence of this qualification, he/she is unable to accept an activity trip requiring an 84-passenger bus.
 17. Bus operators who have lift bus experience may accept lift bus trips. Those with experience who reject a lift bus trip shall lose their place in the trip rotation. Bus operators who are not permitted to accept lift bus trips because of lack of experience, shall be allowed to “pass” without losing their place in the trip rotation.
 18. The BEC shall work cooperatively to establish specific guidelines and lists to implement the criteria listed above.

19. Each week, the Union’s designated representative will be supplied with the list of trips taken the previous week indicating the bus operators and/or assistants assigned.

E. BUS EMPLOYEE COMMITTEE

1. The Bus Employee Committee (BEC) shall consist of three (3) Escambia ESP members, appointed by Escambia ESP, the Director of Transportation and/or his designee. Criteria shall be developed by the Committee to establish protocol and set parameters by which the committee will operate. Work products of this Committee shall be considered an addendum to this contract and shall have full

force and effect of the contract provided it has been mutually agreed upon in a signed, written agreement by the appropriate District and Union governance bodies.

- a. The committee will meet on at least a monthly basis. Either party may call an emergency meeting.
- b. The function of the committee will be to discuss issues and develop guidelines, policies, and/or contract language related to Bus Employees and the Transportation Department.
- c. The committee shall work cooperatively to improve the services provided by the Transportation Department. Any decision of the committee must be unanimous, followed by a successful trial period of whatever is being implemented, prior to permanent implementation. The trial period shall be determined by the committee. Any trial provision or previously, unanimously, agreed upon issues that are not working, may be returned to the committee by either party for revision, modification, or withdrawal.
- d. Guidelines, policies, and practices promulgated by the committee shall be appealable or grievable after the successful trial period. Bus operators and assistants may use the method of resolution which they prefer but, may not use both on the same issue. An appeal committee, consisting of an equal number of representatives from Escambia ESP and the District, to operate by majority vote, shall be selected by the Bus Employee Committee and an objective criteria will be developed in determining appeals.

XII.7 HOURS AND WORKING CONDITIONS – CUSTODIAL

- A. ~~If a custodial employee is out on leave of absence or leave without pay, a substitute may be provided on the first day of absence.~~
- B. ~~No custodian shall be required to attend a meeting on his/her time without getting paid. If custodial employees are required to attend a meeting away from his/her job site while on duty, there will be no loss of pay or leave.~~
- C. ~~If tasks require strenuous manual labor over a long period of time, the job shall be assigned to the employee most able to perform the task, as determined by the supervisor in consultation with the employee.~~

- D. ~~The Custodial Employee Committee shall be composed of three (3) Escambia ESP members named by Escambia ESP and three (3) representatives of the Administration named by the Administration. The Custodial Employee Committee shall deal with issues related to the custodial department and custodial employees. Work products of this committee that are mutually agreed upon in writing shall have the full force of this contract, including the grievance process.~~
- E. ~~Upon completion of its review of staff allocation and substitute ratio, the District will provide Escambia ESP with a copy of the study results and any policy or procedures which are products of the study.~~
- F. ~~Custodial personnel may be included in school safety meetings at the discretion of the Custodial department and/or Principal.~~
- G. ~~Custodial personnel will have access to a phone in each worksite to make necessary calls. Custodial incoming emergency calls (after normal daytime hours) may be directed to the School District's emergency after hours phone number or Custodial Zone Managers. The School District's emergency phone number will be posted at each custodial worksite.~~
- H. ~~In the event of a vacancy in any shift at a worksite, the shift shall first be made available, in seniority order, to all custodial employees at the site. An employee may accept or reject the shift assignment when offered. If no employee at the site accepts the change in shift, the vacancy for that shift shall be posted district wide in accordance with the provisions of Article VII. If no employee district wide accepts the vacancy in the shift, the position will be posted to the outside.~~

XII.8 HOURS AND WORKING CONDITIONS - FOOD SERVICE

- A. Work schedules for each employee shall be posted in each cafeteria and will reflect appropriate scheduled breaks and duty free meal periods.
- B. Employees shall be paid for all time which they are required to work. A method shall be provided to log actual work time for pay purposes and to review hours posted for pay purposes prior to the time sheet being sent to payroll. The employee shall be provided with a copy of the time card or sheet, if requested, before they are sent to payroll.
- C. Persons involved with food preparation or service shall complete District approved food handlers training.
- D. The Food Service Committee shall be composed of three (3) Escambia ESP members and three (3) representatives of the Food Service Department. The Food Service Committee shall deal with issues related to the Food Service Department and Food Service employees. Work products of this committee that are mutually agreed upon in writing shall have the full force of this contract, including the grievance process.
- E. Employees who drive satellite vehicles shall be paid five percent (5%) extra.
- F. For Managers: ~~no less than three (3) nor more than five (5) days of pre-school,~~ one (1)

day prior to the students' return from winter break, and ~~two (2)~~ one (1) days of post-school shall be paid days for start up and close down of kitchens. For Assistant Managers: no less than three (3) days nor more than five (5) days of pre-school and up to two (2) days of post-school shall be paid days for start up and close down of kitchens. If a day beyond the three (3) day minimum for pre-school is denied as a full work day, that day(s) shall be considered "off time" and Article XII.1D shall apply if the Manager or Assistant Manager has to report for work related purposes.

- G. For Food Service Assistants, one (1) day of pre-school and one (1) day of post-school shall be paid days for start up and close down of kitchens. Early student release days and testing days shall not result in lost time or benefits for employees who work their normal work day. This provision, however, does not prohibit early release with no loss of pay on special occasions, at the discretion of the principal, manager, or District.
- H. Employees who do not work on pre-school and post-school days shall not be eligible to work extra duty during the regular school year unless no other permanent employee accepts the extra duty.
- I. Opportunities to work extra duty shall be offered in rotation among the permanent, qualified Food Service employees in a kitchen, beginning with the most senior employee for the first extra duty opportunity. The second most senior employee shall be first offered the second extra duty opportunity, and so on.
- J. Kitchens and cafeterias shall be maintained in safe and healthy condition, as determined by the HRS/Health Department.
- K. All permanent food service personnel shall be employed for at least three (3) hours per day in accordance with staffing patterns and District rules.
- L. Notice of changes in schedule or additional duties shall be given as soon as possible before the change is made.
- M. All cafeteria facilities shall have lockers for storage of personal items.
- N. Food Service personnel shall be included in school safety meetings at the discretion of the principal.
- O. In cases where Food Service employees deem it necessary to report student behavior problems, all information should be given to the cafeteria manager who will in turn report such information to the school administrator responsible for the cafeteria operation.
- P. If a conference is necessary with a food service supervisor, said conference will be scheduled by the principal. The conference shall not preclude the supervisor from having a normal a.m. or p.m. break or meal time.
- Q. Tuition for required classes or workshops shall be paid by the District.
- R. Food Service Managers shall be compensated with an additional five percent (5%)

of their base salary for each additional site of responsibility.

- S. Assistant Food Service Managers or the Food Service Assistant II (if there is no Assistant Food Service Manager assigned to that kitchen) assigned to a kitchen which is share-managed shall receive a salary supplement at a rate of 5% of their base pay.
- T. Under the Managerial Classification System, when a decrease in meals and equivalents occurs, such decreases shall not result in a change in pay grade until the decrease continues for two (2) successive fiscal years. ~~then, the pay grade change shall be implemented on July 1 of the fiscal year following the decrease in points for two (2) successive years.~~ For the 2019-2020 and 2020-2021 school years, meals and equivalents will not be used to change a pay grade. Both parties agree to come to the table in committee by February, 2022 to complete a new structure of the Managerial Classification System. **If at the end of the second fiscal year the numbers require a classification change, the manager will be transferred to a worksite within fifteen (15) miles in the same classification or given the option to voluntarily demote to the lower classification at the current work location. If no positions are available, the manager may remain in his/her position at the same rate of pay until the opportunity becomes available.** (MOU signed 4/4/2022)
- U. Food Service Manager Intern Program
 1. The District shall implement a Food Service Manager Intern Program in accordance with the Food Services Standard Operating Procedure for Manager Intern Training (SOP #03-02-C3). Changes to the Food Services Standard Operating Procedure for Manager Intern Training (SOP #03-02-C3) shall be made only with mutual agreement between the District and Escambia ESP.
 2. Food Service Manager Intern positions will be filled as temporary promotions, during which time the Manager Intern will be paid at the designated Manager Intern pay grade on the current ESP salary schedule.
 3. A Graduate Intern who is required to revert to the permanent position held prior to their temporary promotion to a Manager Intern, will be paid at the appropriate pay grade for the classification to which they are returned. They shall first be offered the same position at the same location that they held prior to their temporary promotion. They may be placed in a comparable position at a different location by mutual agreement.
 4. Food Service Manager Mentors shall receive a 5% pay supplement during the year of the training responsibilities.

XII.9 **HOURS AND WORKING CONDITIONS – MAINTENANCE & CUSTODIAL SERVICES**

- A. **The Union of** Escambia ESP ~~representation~~ shall **have representation** ~~be ensured~~ in all general meetings of management and employees, including Advisory Committee meetings.
- B. The Maintenance **& Custodial Services** Employee Committee shall be composed of three (3) Escambia ESP members appointed by Escambia ESP and three (3)

representatives of the Maintenance & Custodial Services Department appointed by the District.

- C. Maintenance workers are not to be the primary person responsible for supervising summer youth program workers.
- D. High School and Technical Center based Maintenance employees shall be provided with all tools and supplies necessary to perform their duties and shall not be expected to provide their own personal tools.
- E. ~~The normal working hours for maintenance employees are from 7:00 a.m. to 3:30 p.m. Monday through Friday. Employees should be in their shops and ready to work at 7:00a.m.~~ **The normal work schedule for full-time Maintenance & Custodial employees is eight (8) hours per day to total forty (40) hours per week, Monday through Friday. Specific scheduled start and end times shall be determined by the appropriate work site administrator.** There are times that employees will be required to work different hours and different work days so that school functions will not be interrupted.
- F. **No maintenance or custodial employee shall be required to attend a meeting on his/her personal time without compensation. If employees are required to attend a meeting away from his/her work site during scheduled work hours, there will be no loss of pay or leave.**
- G. **If specific custodial tasks require strenuous manual labor over a long period of time, the job shall be assigned to the employee most able to perform the task, as determined by the supervisor in consultation with the employee.**
- H. **Upon completion of its review of staff allocation and substitute ratio, the District will provide the union with a copy of the study results and any policy or procedures which are products of the study.**
- I. **Custodial personnel may be included in school safety meetings at the discretion of the Maintenance & Custodial department and/or site Administrator.**
- J. **Custodial personnel shall have access to a phone in each worksite to make necessary calls. Calls regarding custodial emergencies after normal daytime hours may be directed to the School District's emergency after hours phone number or designated Custodial Area Manager. These emergency numbers shall be posted at each custodial work site.**

XII.12 **HOURS AND WORKING CONDITIONS –
CLERICAL/CLASSROOM EMPLOYEES**

- A. Any teacher assistant vacancies which occur during the first semester of the school year shall first be offered, in seniority order, to the employees who worked in teacher aide positions at that worksite at the end of the previous school year, if those employees are currently in another teacher assistant position in the District.
- B. Clerical/classroom employees shall not be required but may volunteer to drive a District or school owned vehicle which does not require a Commercial Driver License to operate to transport students as a part of their work duties.

C. Clerical/classroom employees may be required to attend school faculty meetings. Advanced notice shall be provided and employees will not be required to clock out if held beyond scheduled work hours.

- C. Paraprofessional Career Ladder
 1. **As referenced in Fla. State. 1012.38**, the purpose of the Paraprofessional Career Ladder is to provide **education paraprofessionals a system of career development which is based upon education and training advancement, and to furnish economic incentives to encourage excellence among education paraprofessionals.** ~~a system for paraprofessionals—those who assist with the instruction of students in the core curriculum—to obtain higher levels of instructional skills.~~
 2. The career ladder encompasses all of the current Teacher Assistant classifications ~~(except Bus Assistant) and Administrative Clerk II positions having assigned duties that fall under the statutory definition of a paraprofessional in “No Child Left Behind” [Section 1119(g)].~~ **under the definition of an “Education Paraprofessional” per Fla. Stat. 1012.01(e).**
 3. The classifications above ~~Rung~~ **Level** I on the career ladder reflect different options for meeting the requirements specified in the NCLB **ESSA**, and also provide recognition of higher levels of professional qualification.
 4. Following is a list of the ~~rungs~~ **Levels** of the Paraprofessional Career Ladder. An employee will move to the next higher ~~rung~~ **level** of the career ladder immediately upon meeting **its requirements.** ~~the qualifications of that rung.~~
 - a. **Rung Level** I – Pay grade: Meets state and local requirements for employment, but does not meet NCLB **ESSA** requirements.
 - b. **Rung Level** II – Pay grade plus a supplement of two percent (2%) of base hourly rate: NCLB **ESSA** qualified by demonstrating knowledge of and the ability to assist in instruction by means of the locally approved academic assessment, (i.e. passing the test or producing equivalent documentation from another recognized school district).
 - c. **Rung Level** III – Pay grade plus a supplement of four percent (4%) of base hourly rate: NCLB **ESSA** qualified by earning ~~forty-eight (48)~~ **sixty (60)**

college credit hours, or by passing the test and documenting one hundred twenty (120) points of District approved staff development and/or CDA hours. Employees who have attained ~~Rung~~ Level III must earn one hundred twenty (120) points of approved staff development hours every five (5) years to maintain Rung Level III.

- d. Level IV – Pay grade plus a supplement of six percent (6%) of base hourly rate: ~~NCLB~~ ESSA qualified by earning an associate’s degree or higher.
5. All newly hired staff will be expected to possess the required qualifications for that classification and position when hired. The District shall insure that periodic administrations of the ~~NCLB~~ ESSA qualifying test be conducted for current and prospective employees.
- ~~6. No permanent vacancies in paraprofessional positions at non-Title I schools will be filled by new employees unless no current permanent employee applies. Article VII – Postings, promotions, etc.~~
- ~~7. If there is a reduction in the number of teacher assistant (basic or special) or paraprofessional clerk positions at a worksite, the reduction will be conducted based on the provisions of Article VII, based on seniority within the overall classification (Teacher Assistant Basic, Teacher Assistant Special or Administrative Clerk II), not within the rung of the career ladder. Article VII – Postings, promotions, etc.~~

D. JOB REVIEW PROCESS

1. The parties agree to convene a Committee when employees in a job group see an issue or issues to collaboratively review professional standards, practices, and working conditions. The Committee will be comprised of three (3) representatives of the District, appointed by the District, and three (3) representatives of the Union, appointed by the Union. In addition, each party may also have a facilitator as a member of the committee.
2. When an individual feels they are significantly working outside of their job description, the employee may formally request to Human Resources a review of the job description compared to the daily job requirements. If it is determined by Human Resources that the individual is working outside of their job description, the individual and management will be notified and the work will be adjusted.