

10/9/24

Union of Escambia ESP  
Pass 1 – Article III: UNION RIGHTS

**III.3 COMMUNICATION**

E. Employees shall be permitted to wear Union buttons (less than 2" x 2" in size) **as well as other Union promotional materials such as shirts, pants, shorts, hats, and other similar apparel**, while on duty, **provided that such items do not interfere with the performance of their duties or violate any applicable safety regulations.** EXCEPTION: If during food preparation the button would create a safety hazard, the employee may be requested to remove the button until the task is completed.

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Pass 1 – Article VII: POSTING, PROMOTIONS, TRANSFERS, REDUCTIONS AND RECALL

**VII.10 PROBATIONARY PERIOD**

A. Educational support employees newly hired (any person entering the School District for the first time or who have broken service and returned) to the District shall be employed on probationary status for a period of six (6) months and shall not be eligible for promotion unless no qualified permanent employee has applied. During the first six (6) month probationary period, the employee shall be afforded all rights guaranteed under the Master Contract except that the probationary employee may be terminated with or without cause. The decision to terminate the probationary employee shall be final and not subject to the provisions of the Grievance procedures as set forth in the Article II of this Master Contract. **(EXCEPTION: Bus assistants shall be excluded from the six month probationary status.)**

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Pass 1 – Article VI: COMPENSATION AND EMPLOYEE BENEFITS

**VI.4 COMPENSATION**

D. Employees within this unit who participate in non-mandatory in-service outside of their normal work schedule shall be paid at **hourly rate of pay** ~~twelve dollars (\$12.00) per hour~~ during the in-service session. This voluntary in-service participation shall not be considered to earn overtime pay.

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Pass 1 – Article XII: HOURS AND WORKING CONDITIONS

### **XII.1 REGULAR 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 off days or off hours **such as, but not limited to holidays, weekends, etc.**

### **XII.8 HOURS AND WORKING CONDITIONS – FOOD SERVICE**

**V. Employees shall have the option to decline work on holidays, weekends, or other designated non-working days without penalty or reprisal also known as "call outs". See article XII.1.D. However, if employees choose to work on such days, the hours worked shall be considered overtime and compensated at a rate of time and a half (1.5x) their regular hourly wage.**

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Pass 1 – Article II: RESOLUTION OF GRIEVANCES AND PROBLEMS

II.3 GRIEVANCE PROCEDURE

A. LEVEL I - WORKSITE

1. If informal attempts to resolve the issue, complaint, or problem are not successful, the employee and the Union may file a written grievance on the form attached as Appendix A of this contract with the **EEOC, Title IX Compliance Officer** ~~Level I Hearing Officer~~ within twenty-five (25) work days of the alleged violation, misapplication or misinterpretation. Upon receipt of the grievance, the appropriate supervisor, manager, or administrator shall schedule a **meeting** ~~hearing~~ within ten (10) work days of receipt of the grievance. Union members shall be entitled to representation by the Union. The **EEOC, Title IX Compliance Officer** ~~Level I Hearing Officer~~ shall issue a written response to the grievant no later than ten (10) work days after the Level I **meeting** ~~hearing~~.

2. When illness/injury or other emergency prevents the timely filing of a grievance or the appearance of the grievant at a grievance hearing, the time limits shall extend until such time as the grievant can appear.

3. If the grievance is a result of a termination, both parties may agree to move from Level I to Level III if the employee and the Union seek an arbitration hearing.

B. LEVEL II - DISTRICT

If the grievance is not resolved to the satisfaction of the grievant at the Level I **meeting hearing**, the Union, and the grievant may submit the grievance in writing to the Superintendent or his/her designee within ten (10) work days of receipt of the Step Level I response. Within ten (10) work days after receipt of the Level II grievance, the Superintendent or his/her designee shall schedule a Level II hearing to discuss the grievance. The Superintendent or his/her designee shall issue a written response, including rationale, to the Union no later than ten (10) work days after the Level II hearing.

C. The parties may mutually agree after the Level II hearing decision to pursue resolution through mediation, with no impact on the necessary timelines.

D. LEVEL III - ARBITRATION

If the grievance is not resolved to the satisfaction of the grievant at Level II, the Union and the grievant may submit the grievance to arbitration. The Grievant shall notify the Board within thirty (30) work days from the Level II response of their intent to pursue resolution through arbitration. For the purposes of filing for arbitration, the timeline shall be held in abeyance from the last day of student attendance until they return to school the following school year. The Board should be notified as early as possible of the Union's intent to pursue resolution through Arbitration. Selection of a suitable arbitrator shall be accomplished under the rules of the American Arbitration Association (AAA), **Federal Mediation and Conciliation Service (FMCS)**, or other mutually agreed upon impasse resolution agency(ies). The hearing officer/arbitrator shall be charged to interpret the terms and conditions of this Agreement as they relate to the grievance and shall have no power to alter, amend, add to, or delete from the terms of the Agreement. The cost of Arbitration shall be shared equally by the parties.