

BOARD MEMBERS

April M. Griffin
Robert P. Hyatt
Leannetta McNealy, Ph.D.
Gunnar F. Paulson, Ed.D.
Eileen F. Roy



District Office
620 East University Avenue
Gainesville, Florida
32601-5498

SUPERINTENDENT OF SCHOOLS

Karen D. Clarke

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www.sbac.edu
(352) 955-7300
Fax (352) 955-7682

MEMORANDUM

TO: Karen D. Clarke, Superintendent

FROM: Jennifer L. Wise, Chief Negotiator, ESP *JLWise*

SUBJECT: 2017-2018 Amendments to the 2016-2019 Collective Bargaining Agreement for Education Support Professionals

DATE: October 17, 2017

Negotiations with Education Support Professionals for the 2017-2018 school year have concluded with tentative agreement reached on all items. Negotiations were limited to reopeners on contractual items, salary and benefits. Modifications to the contract are shown in the attached document with deleted language struck through and new language underlined.

As is applicable to negotiated contracts, the ratification process requires acceptance or rejection of all amendments. Specific sections or portions may not be accepted, rejected, or amended. In essence, any Board vote or employee vote for ratification must be to accept or to reject all tentatively agreed upon items.

RECOMMENDED ACTION: The Superintendent recommends that the Board ratify the 2017 amendments to the 2016-2019 Collective Bargaining Agreement for Education Support Professionals, as presented.

AMENDMENTS

2016-2019 COLLECTIVE BARGAINING AGREEMENT

between

THE SCHOOL BOARD OF ALACHUA COUNTY

and

THE ALACHUA COUNTY EDUCATION ASSOCIATION

for

EDUCATION SUPPORT PROFESSIONALS

OCTOBER 17, 2017

AMENDMENTS TO 2016-2019 COLLECTIVE BARGAINING AGREEMENT

DATE: October 17, 2017

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 1. Bus Drivers

A. Workweek: Each bus driver shall be guaranteed a minimum of four (4) hours each day. In addition, eEach driver shall have the option of being guaranteed a minimum of thirty-five (35) hours per week, which may include field trips or other assigned duties. If a 35-hour guarantee driver has a bus route which is less than 35 hours, they will be assigned other duties such as moving buses, washing buses, cleaning bus windshield, etc., during the week. A driver guaranteed 7 hours will be assigned to his compound specific times and days in order to be available for extra work. Drivers whose driving time exceeds four (4) hours per day or thirty five (35) hours per week, depending on the driver's guarantee, will be paid actual time. Beginning each school year, Ddrivers and attendants will be paid the same hours they were assigned at the end of the previous school year actual time worked beginning the first day of each school year. Once the driver's/attendant's route sheet is updated for the new school year, the driver/attendant will meet with their Route Coordinator to review the new route sheet and sign off that the route sheet is correct. Drivers/attendants will retain the hours on the new route sheet for the remainder of the year. Assigned hours may increase, but not decrease. If the driver's/ attendant's routes lose time during the year, the driver will be assigned other related duties to make up the additional time.

A bus must be returned to its home compound after a.m. and p.m. runs unless the driver has prior written permission from his coordinator to park the bus at another compound.

Each driver will be paid thirty (30) minutes per day (included in the driver's regular daily schedule for related duties). The related duties shall include:

1. Sweeping, inside cleaning, and securing windows of the bus;

2. Daily a.m. and p.m. pre-trip inspection of the bus;
3. Keeping an up-to-date route sheet on the bus at all times;
4. Keeping an up-to-date seating chart on the bus at all times;
5. Fueling the bus.

In addition, bus drivers will be paid at their regular hourly or overtime rate over thirty-five (35) hours for actual time for:

1. Scheduled conferences with principals/students/parents and/or transportation department supervisors;
2. Bus breakdowns that occur during a driver's route away from the compound;
3. Bus accidents;
4. Random drug/alcohol test (15 minutes or time from the scheduled appointment until test is completed);
5. Extra runs beyond their scheduled work time or thirty hours;
6. Actual time of all required training workshops;
7. Other assigned/required duties, as required, with prior approval of the worksite supervisor;
8. Filling out local and state reports;
9. Bus drivers will be paid one-half hour at their regular or overtime rate of pay for filling out a route sheet each semester, when awarded a different route, or when the coordinator requires a new route sheet;
10. Bus drivers will be paid one hour for the completion of each of the two required student surveys per year. Drivers will be provided with a current list of students riding the bus prior to survey week which includes all of the information necessary to complete the survey;

11. Drivers from outlying areas attending any mandatory meetings, inservice, vehicle service, etc. will be paid travel time. This will be calculated at two minutes per mile. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off;
12. Should a conflict arise between a bus driver and an attendant, the driver and attendant shall meet with the Route Coordinator or designee in an effort to resolve the conflict. A bus driver who has been removed from the route through the progressive discipline process shall be guaranteed a minimum of seven (7) hours a day.

Once a driver has been removed from the route in accordance with the progressive discipline procedure, the driver will not be permitted to bid or work on that route except on a short-term basis as deemed necessary by the Director of Transportation.

- B. Annual Physical: Annual physical, as required by State Board Rules, will be provided by the Board. Drivers shall have the option of either receiving the physical at the bus compound or at the contracted medical care facility providing the physicals due to privacy concerns.
- C. Work Year: The regular work year for bus drivers will be 186 days per year plus eight (8) hours per year for inservice training.
- D. New Buses:
 1. New school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, mileage, and condition of old bus. Bus drivers will be eligible, by seniority, every ten (10) years for a new bus.
 2. New ESE school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, bus size, mileage, and condition of old bus.

3. Bus drivers will have the option of keeping his/her current bus when bidding on a new route, if the bus meets the requirements for the new route.

E. Extracurricular Field Trip:

1. Drivers for field trip assignments that fall outside of the normal workday for drivers will be selected based on the individual's Driver Score and availability selected:
 - ~~a.~~ From a rotating list of volunteers by seniority. There will be two (2) seniority lists:
 1. A list of drivers volunteering for field trips less than five (5) hours in duration; and
 2. A list of drivers volunteering for field trips five (5) hours or more in duration.
 - ab. Current employees, not in the Transportation Department, who are trained, licensed and on the random drug list will be eligible to drive trips at the discretion of the requesting principal. Buses must be fueled and cleaned when returned to the compound. Non-Transportation employees, driving a bus, shall be under the same rules as regular bus drivers (i.e., telephone use, cleaning, fueling, video, etc.).
 - be. ESE drivers and regular drivers shall be permitted to sign up for the regular and/or ESE buses for field trips rotations. If an ESE driver or regular driver must use a regular bus or an ESE bus for the field trip, the driver must check with the office to coordinate which bus to use.
 - cd. Drivers who are assigned a non-air conditioned bus shall be permitted to drive an air conditioned bus, if available, on out-of-county field trips. Drivers must check with the office to coordinate which bus to use. It is the responsibility of the bus driver to clean and fuel the bus at the conclusion of the field trip.
 - de. Bus drivers shall be paid from either his/her compound or the driver's last bus stop to the location of the field trip.

2. Drivers who receive at least 48 hours notification of a trip and refuse it shall be charged with the trip.
3. Drivers who receive less than 48 hours prior notification of a trip and refuse it shall not be charged for the trip.
4. Drivers who fail to report for a trip without adequate notice may be removed from the list for the remainder of the semester. "Adequate notice" in this instance means notifying transportation prior to the driver's morning run if the trip is mid-day and notifying transportation prior to the driver's afternoon run if the trip is scheduled after school .
5. A bus driver who is assigned to drive his regular a.m. and p.m. routes and a scheduled extracurricular field trip to transport a party to a designated site and return his bus to storage shall be charged for one (1) trip and placed on the appropriate step of trip rotation.
6. The same bus driver who is scheduled to retrieve a party from a scheduled trip and return the party to the original destination point and return his bus to storage shall be charged for two (2) trips and placed on the appropriate step of trip rotation.
7. Paperwork must be submitted for payment within the current payroll period.
8. Substitute drivers assigned a non-air conditioned bus may use an air conditioned bus, if available, when they are assigned an out-of-county field trip. Substitute drivers must check with the office for assignment of the air conditioned bus. When a substitute driver uses a different bus, they are responsible for cleaning and fueling the bus.

When the trip involves an overnight stay or requires meals away from home, the employer shall pay meals, lodging, parking and tolls in accordance with Board procedures.

Drivers shall receive a minimum of two-hours pay at either the regular or overtime rate of pay if not notified that a scheduled trip is canceled. For a.m. trips, notification shall be before a.m. routes begin and for p.m. trips, before p.m. routes begin. Drivers shall receive a minimum of four hours pay at either the regular or overtime rate of pay if not notified that a scheduled weekend trip is canceled. For weekend trips, notification shall be not later than 8:00 p.m. the evening before the scheduled trip.

F. Summer School Assignments:

1. Summer school assignments will be awarded to eligible drivers ~~and bus attendants within each compound on the basis of seniority~~ based on the individual's Driver/Attendant Rating Score. A driver and/or bus attendant will not be eligible for summer school employment if:
 - (a) The driver/bus attendant received an unsatisfactory evaluation in attendance for the current school year;
 - or
 - (b) The driver/bus attendant failed to work the full summer school contracted period the previous summer.
2. Drivers/bus attendants shall be notified two weeks prior to the closing of the current school year of tentative summer employment.
3. Drivers/bus attendants shall be paid a minimum of four (4) hours per day. As extra work becomes available during the summer, bus drivers and attendants assigned to drive summer school shall be chosen for the extra work ~~by seniority~~ based on the individual's Driver/Attendant Rating Score.
4. Bus drivers shall have the option of cleaning/washing/waxing their own bus during the summer. Drivers must inform administration of their decision by April 1 of each year.

G. Health and Safety:

1. Bus drivers are required to comply with all safety requirements governing radio and telephone use and are prohibited from using personal wireless communication devices while transporting students. Transporting students, in this section, means while the driver and students are in route on a moving bus, or when students are loading or unloading the bus.

Disciplinary procedures for using personal wireless communication devices while transporting students will be as follows:

- a. First offense: Three-Day Suspension Without Pay
 - b. Second offense: Termination
2. The Board shall provide each bus driver and bus attendant with basic first aid training. Reasonable efforts will be made to provide each bus driver and bus attendant the name of any student with a chronic medical problem, the nature of the problem, and instructions to handle any medical emergency involving the student which may jeopardize the safety of others on the bus.
 3. No bus driver or bus attendant will be required nor expected to disarm any student when to do so may jeopardize his safety or that of his passengers.

H. Student Discipline:

1. Bus rules and regulations will be printed by the Board and posted in each bus.
2. The bus driver will inform each student of the bus rules and bus stop rules and the penalty associated with the violation of the rules.
3. Upon receipt of written notification of violations of bus rules and regulations by a student, the school administrator will take appropriate action.
4. When a bus driver writes a student discipline referral, the bus driver will be notified of the action taken. Notification will normally occur within 24 hours after the driver has turned in the referral.

I. New Bus Drivers:

New drivers shall have an experienced bus driver assigned to ride with them during their first week(s) to demonstrate driving on various routes and each type of bus before they are released to drive on their own.

J. Bus Attendants:

1. The duties and responsibilities of the bus attendant are as listed under XX "Performance Duties of the School Bus Attendant" in the Driver's Handbook.
2. Workday: ~~The workday for bus attendants will normally be no less than four (4) hours per day. In addition,~~ Each bus attendant shall have the option of being guaranteed a minimum of thirty (30) hours per week.
3. If a 30 hour guarantee Attendant has weekly assigned bus duties which are less than 30 hours, they will be assigned other duties.
43. Work Year: The regular work year for bus attendants will be 186 days per year plus eight (8) hours per year for inservice training.
54. Bus Attendants shall be returned to their home compound after a.m. and p.m. runs and shall be paid from departure until the time they should have returned to the compound.
65. Bus Attendants who are required to accompany the school bus on a mid-day run or field trip shall be paid in the same manner as the bus driver.
76. All bus attendant openings will be posted with the work location noted as the bus compound. All openings will be assigned by seniority based on the individual's Driver/Attendant Rating Score.
87. Bus attendants shall be allowed to bid on summer work by seniority based on the individual's Driver/Attendant Rating Score.

98. Should a conflict arise between a bus driver and an attendant, the driver and attendant shall meet with the Route Coordinator or designee in an effort to resolve the conflict. An attendant who has been removed from a route through the progressive discipline procedure shall be guaranteed (6) hours per day. Once an attendant has been removed from a route in accordance with the progressive discipline procedure, the attendant will not be permitted to bid or work on that route except on a short-term basis as deemed necessary by the Director of Transportation.

109. Field Trips

- a. Bus Attendants will be eligible to sign up for evening and weekend field trips. Bus Attendant volunteers may sign up for trips and will be chosen for the trips by Driver/Attendant Rating Score seniority.
- b. Bus Attendants will be under the same contract language as drivers (Article XI, Section 1, E. Extracurricular Field Trip) regarding field trips.

K. Open Routes:

Open routes will be open for bid on October 1 through May 1 of each year. Open routes will be assigned as follows:

1. All open routes will be posted by compound;
2. All open routes will be assigned based on by seniority the Driver/Attendant Rating Score of the bidding driver.
3. No driver or aide can bid for a route if they are on leave (personal or worker's compensation). They must be working at the time the bid is open.
4. After the route bidding process has been completed, new bus drivers will be assigned a route by the Transportation Department for their first school year. New drivers will be able to bid on routes the following year.

L. Dismissal Time:

The bus driver will be required to accept students 5 minutes prior to the first p.m. school dismissal time. Drivers will be paid for these 5 minutes as reflected on the route sheet.

M. Activity Routes/Extra Runs/Work Runs (Athletics, CBI Century 21, Etc.):

1. Activity Routes within each area shall be offered ~~first to those bus drivers who have requested them and who have the seniority and demonstrated reliability~~ assigned based on the Driver/Attendant Rating Score as long as the total assignments of drivers do not exceed eight (8) hours or create avoidable overtime situations.
2. In May of each year, drivers will be asked if they wish to continue their extra runs for the next school year. Drivers, who wish to keep their run, will keep the extra duty. When drivers wish to give up the extra runs, the open runs will be posted prior to the beginning of the school year for bid.
3. Extra runs shall be kept separate from school routes. If a route with an extra run becomes vacant during the school year:
 - a. the route and activity run will be bid separately, unless the driver of the extra run requests to keep it with a newly acquired route as long as the route and extra run do not exceed forty (40) hours per week.
 - b. drivers may relinquish an extra run at any time during the school year and those open runs will be bid. Drivers who relinquish a route may not bid on another extra run until the following semester.

N. Transportation Department supervisors or principals requesting a meeting with a driver shall authorize extra pay on the appropriate form(s). This does not include normal delivery of referral forms to the office. See Appendix G.

- O. A bus driver who brings his bus in to its scheduled bus service and is informed that his service has been canceled will be paid his regular rate of pay for two minutes per mile plus actual time at the garage. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off.
- P. The concerns committee will evaluate an attendance and evaluation incentive program.
- Q. Prior to a bus driver being removed from a school on the recommendation of a principal, Step 1 and 2 of the Progressive Discipline process in Article XIII, Section 5 of this agreement shall be followed. In this section only, Step 3 of the Progressive Discipline process shall result in the driver being permanently removed from the school. A driver who has been removed shall be guaranteed a minimum of thirty five (35) hours a week in accordance with Article XI, Section 1.A. The principal and the Director of Transportation, or designee, will participate throughout the entire process.
- R. Retiring Bus Drivers/Attendants: Should a bus driver or an attendant retire and give proper notice prior to the separation date that he wishes to return to work immediately following one calendar month off, the driver/attendant will be awarded the same route upon return.

Driver/Attendant Rating Score:

Each Driver and Attendant will have a calculated Driver/Attendant Rating Score based on seniority, attendance and driving record. The score will be calculated each semester and will be based on attendance from the previous semester. New hires will begin the Rating Scores upon successful completion of the probationary period. The individual's score will be comprised of three components:

Attendance: The attendance portion is calculated by subtracting the combined absences during the previous semester from the number 50. The absences will include sick, personal, or unpaid, regardless of whether they are excused. Required leave for Jury Duty, Workers' Compensation will not be included in this calculation.

Seniority: The seniority portion will be calculated using the employee's continuous service as a Driver/Attendant with the District. This experience will be capped at 20 years and then divided by 2.

Safe Driver: A driver with no violations of the Board's Safe Driver Plan in the previous two semesters will receive 5 additional points.

Training Bonus: Drivers may be able to earn bonus points if they complete in-service training on their own time. Details on this program will be available at the beginning of the semester.

In the event of a tie score preference will be given to the driver/attendant with the most years of driving experience at the district.

Example:

John has 10 years of driving experience with the district, missed 2 1/2 days of work during the previous semester, and has had no safe driver violations in the previous semester.

Attendance Score - $50 - 2.5 \text{ missed days} = 47.5$

Seniority Score - 10 years of experience divided by 2 = 5.0

Safe Driver Bonus - Safe Driver Bonus 5.0

The Driver rating for John would be 57.50