

AMENDMENTS

2016-2019 COLLECTIVE BARGAINING AGREEMENT

between

THE SCHOOL BOARD OF ALACHUA COUNTY

and

THE ALACHUA COUNTY EDUCATION ASSOCIATION

for

EDUCATION SUPPORT PROFESSIONALS

MARCH 19, 2019

AMENDMENTS TO 2016-2019 COLLECTIVE BARGAINING AGREEMENT

DATE: March 19, 2019

ARTICLE IV. GRIEVANCE PROCEDURE

Section 2.

Definitions: The terms defined here will have reference only to the grievance procedures section of this contract.

- A. Contract Grievance: This term will refer to a written allegation by a grievant that a section(s) of this contract has been violated as it relates to him.
- B. Complaint Grievance: An allegation by a grievant that Board policies, practices and/or administrative procedures have been violated. Board policies, practices, and administrative procedures are subject to the informal level, Level I, and Level II of the grievance procedure. The informal level and Level I may be waived if mutually agreed by the grievant and the Superintendent or his designee. A grievance of this nature will be processed using a separate form mutually agreeable to the Association and the Board but in no case will a grievant file a contractual grievance and a complaint grievance based upon the same event or occurrence. By mutual agreement, a complaint grievance may be treated in an informal manner.
- C. Investigative Grievance: An allegation by a grievant that pertinent and objective evidence does not exist to support the findings of the investigative committee.
- ~~ED~~. Grievant(s): This term will mean an employee(s) eligible for Association membership or the Association, if appropriate, who files a grievance.
- ~~DE~~. Employers: This term will refer to the School Board and its agents.
- ~~EF~~. Days: This term will refer to working days of grievant(s) exclusive of holidays and weekends. Should a grievant work less than a 252-day contract year initiate the grievance procedure with less than five days remaining in the contract year, calendar days will govern timelines.

ARTICLE IX. EMPLOYEE RIGHTS

Section 9. School Choice (NEW)

Employees who apply to have their children attend a school other than the one for which they are zoned, under Policy 5120.03-School Choice or Policy 5120.04-Assignment Exceptions, will be given first priority before other requests are considered.

ARTICLE X. EMPLOYEE WORKING CONDITIONS

Section 5. Health & Safety

- A. ESPs will be furnished with the equipment and supplies necessary to perform the task required of them, unless the job description specifies otherwise.
- B. Both parties agree that it is in the best interest of educational personnel and students to be free from communicable disease.
 - 1. When recommended by the chief medical officer of the Alachua County Health Department, and upon recommendation of the School Health Advisory Council, the Board may require ESPs to present evidence of freedom from a particular communicable disease. No ESP shall be compelled to submit to any test without a written statement of the need for such a test from the School Board.
 - 2. Under these conditions, medical screening tests will be provided to ESPs at no cost. Screening means presumptive identification of disease by tests that can be easily and rapidly given to apparently healthy persons. The tests will normally be conducted by Alachua County School nurses or Public Health nurses at the worksite within the work day, under the supervision of a licensed physician.
 - 3. ESPs with a history of positive reaction to a screening test will be allowed to submit a physician's statement or medical history in lieu of undergoing the screening test.
 - 4. ESPs declining to submit to a screening test on religious grounds will suffer no disciplinary action from the Board.

5. ESPs who choose to have the screening tests performed by their private physicians will be responsible for the costs incurred.
- C. ESPs shall report potentially unsafe conditions at the worksite to the worksite supervisor or designee. The worksite supervisor or designee will investigate, as soon as feasible after the ESP has made the report, and take action to correct conditions which are hazardous or potentially dangerous. Should the worksite supervisor or his designee determine that the condition creates an immediate danger to the ESP(s), other employees or students, he will take immediate action to prevent harm to the ESP, other employees and/or students. The ESP(s) will be informed of the action(s) which has been taken.

If a disagreement arises over the action or lack of action of the worksite supervisor, for a condition creating an immediate danger, the ESP shall first inform the Superintendent or his designee who will have ten (10) days to review the reported situation and make a final determination.

- D. Employees are required to immediately report to their worksite supervisor any accident or injury, major or minor, which may occur to them.
- E. Employees are required to adhere to all aspects of the district safety/emergency plans after receiving notification and any necessary training on the plans.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 1. Bus Drivers

- A. Workweek: Each driver shall have the option of being guaranteed a minimum of thirty-five (35) hours per week. 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. Beginning each school year, drivers and attendants will be paid the same hours they were assigned at the end of the previous 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.

As an incentive to encourage retiring or retired bus drivers/attendants to continue working or return to the Transportation Department, an option to work a three point nine (3.9) or four (4) hour shift for either a.m. or p.m. route will be made available to them.

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~~ two hour(s) for the completion of each of the two required student surveys per year. Drivers will be provided with a current, updated 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. Field trip assignments ~~that fall outside of the normal workday for drivers~~ will be selected based on seniority ~~the individual's Driver Score and availability~~. There will be a list of drivers volunteering for field trips less than five (5) hours in duration and a list of drivers volunteering for field trips five (5) hours or more in duration.
 - a. 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.).
 - b. ESE drivers and regular drivers shall be permitted to sign up for the regular and/or ESE buses for field trips. 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. Drivers who take a route bus on a field trip or for any other reason will return the bus cleaned and fueled.

- c. 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.
 - d. 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 will receive a verbal warning.~~ The second time a driver fails to report for a trip without adequate notice will be removed from the list for ~~the remainder of the semester~~ one (1) year. "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 based on ~~the individual's Driver/Attendant Rating Score~~ seniority. 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 based on ~~the individual's Driver/Attendant Rating Score~~ seniority.
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: 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.
4. Work Year: The regular work year for bus attendants will be 186 days per year plus eight (8) hours per year for inservice training.
5. 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.
6. 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.

7. All bus attendant openings will be posted with the work location noted as the bus compound. All openings will be assigned based on the individual's Driver/Attendant Rating Score.
8. Bus attendants shall be allowed to bid on summer work based on the individual's Driver/Attendant Rating Score.
9. 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.
10. 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.
 - 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 ~~the Driver/Attendant Rating Score~~ seniority 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~~ during any bidding process. Routes will be awarded based on seniority.

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 assigned based on ~~the Driver/Attendant Rating Score~~ seniority 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~~

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 5. School Nurses

- A. A private area/work space for counseling, consultation and confidential telephone conversation, and day-to-day duties shall be provided to the school nurse at each worksite, as needed. Each nurse shall have a desk, file cabinet with a lock or comparable furniture items provided.
- B. School nurses shall be reimbursed for parking/mileage incurred in connection with their assigned duties.

- C. The Board agrees as a goal to reduce the nurse-students ratio to 1:750 as recommended nationally by the National Nurses Association. The Board further agrees as a goal to reinstate the school nurse work week to thirty-five (35) hours per week with no increase in caseload.
- D. Each principal will provide a location at his school for conducting professional mandatory cross-grade screenings.
- E. Workload: School nurses shall be assigned only professional and health-related duties in the school(s) to which they are assigned, except in emergencies involving health or safety.
- F. Work Year: School nurses normally will have the same work year as students with an additional ~~three (3)~~ five (5) days. One (1) day will be designated for the training meeting held during pre-planning. Upon consultation with the worksite supervisor, the remaining ~~two (2)~~ four (4) days will be used during pre-planning and/or post-planning.
- G. Substitutes: There shall be a pool of licensed, professionally trained staff to substitute in school clinics.
- H. Hours and days initially assigned may be modified during the school year based on contractual arrangements with the Florida Department of Health and Rehabilitative Services. Should reductions become necessary, the nursing staff shall be consulted regarding how these reductions will be implemented.
- I. Students' immunization records shall be entered into the student record by the school's clerical staff.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 6. Custodians

- A. All custodial personnel will have a posted schedule drafted by the head custodian outlining their regular duties. The worksite supervisor will review and may make modifications to this schedule. Such modifications will be discussed with the head custodian.
- B. When circumstances require a deviation from a custodian's regular schedule, upon approval of the worksite supervisor that schedule shall be modified by the head custodian or his

designee to accommodate the loss of time from the regular schedule.

- C. When such modification reduces the routine cleaning of a classroom or other spaces, the worksite supervisor or his designee may notify the users of such spaces.
- D. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the custodian shall not be negatively evaluated for the time spent on such tasks.
- E. ~~When it is known that a custodian will be absent on approved leave, other than vacation, for a period exceeding three days, the worksite supervisor will request a substitute. In other circumstances, w~~When a custodian is ~~out for any reason absent~~, the worksite supervisor may ~~immediately~~ request a substitute custodian.
- F. Office: As facilities permit, each head custodian will be provided a work location. Each head custodian will have access to a telephone to conduct Board business.
- G. Keys: The head custodian at each worksite shall be provided a master key to the worksite and all buildings at that site. Keys to the worksite supervisor's office may be excluded from this provision. Keys will be distributed by the worksite supervisor as appropriate. Unauthorized duplication of keys may lead to disciplinary action.
- H. Training:
 - 1. Instruction in the use of any new and/or unfamiliar tools or equipment will be provided to a custodian in the performance of his duties.
 - 2. All new custodial employees shall receive a basic custodial training course within three (3) months of their initial employment, effective July 1, 2014.
 - 3. All custodial employees shall be provided training once a year that includes instruction on new techniques, new products, new equipment and a review of basic custodial duties, effective July 1, 2014.
 - 4. Head Custodians shall receive training on supervising custodians, scheduling and other issues of importance

regarding a head custodian's duties, effective July 1, 2014.

- I. Material Transport: No custodian will be required to transport any materials or substances in his automobile which pose a safety hazard.
- J. Second Shift Custodian: Second shift custodians will have a posted schedule drafted by the head custodian and approved by the worksite supervisor outlining their regular (routine) duties.
- K. The head custodian agrees to work cooperatively with the worksite supervisor on all custodial assignments and responsibilities.
- L. The head custodian's evaluation will be based on his effectiveness in carrying out his assigned responsibilities.
- M. Head custodians may request an updated supply list from the appropriate personnel at the worksite, as needed.
- N. All principals shall be provided a copy of the Alachua County Custodial Handbook, effective July 1, 2014.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 7. Facilities

- A. Continuing education/technical training enhancement classes will be offered to all facility employees as they become available. Some classes will require prerequisite knowledge and/or training.
- B. When employees are assigned to Board trucks and are required to work on lifts, high ladders, or other dangerous areas, a helper or another employee will be assigned to work with them.

Employees shall have the necessary safety equipment and materials to perform the tasks assigned. Such equipment and materials include, but are not limited to, rubber boots, gloves, hats or hard hats, safety glasses, safety belts, back restraint, insecticides, and sun block protection.

- C. Notice of ESP vacancies, including work location, will be posted in each staging area of the worksite. Posting of said notices will be the responsibility of a representative of the Association.
- D. The Association will be permitted to place seven (7) bulletin boards in the facility department in areas and locations approved by the Director of Maintenance. The bulletin boards shall not be larger than fifteen (15) square feet and be approved by the Director of Facilities. The Association shall be responsible for the maintenance of the bulletin boards.
- E. Uniforms: Uniform dress guidelines, which will include decisions on the style of uniform, working with Purchasing to review vendors, etc., shall be developed and maintained by a Committee comprised of at least four (4) bargaining unit members chosen by the Association and four (4) members chosen by the Director of Facilities. The Committee shall meet annually or as needed.
- F. In order to meet OSHA Safety Standards in the workplace, employees must wear required safety equipment at all times. On an annual basis, required protected footwear shall be provided by the Board at no cost to the employee. All other required safety equipment will be provided by the Board at no cost to the employee on an as needed basis.

ARTICLE XIV. LEAVES

Section 3. Sick/Personal Leave

- A. Sick leave may be used for personal illness of the employee or for death or serious illness in the employee's immediate family. Immediate family as used here will include: the spouse, child or stepchild of the employee; the parents, grandparents, or grandchildren of the employee or his spouse; the spouse of any child or stepchild of the employee; the brother or sister of the employee or his spouse; the aunt or uncle of the employee or his spouse; and any other person who is, or has been dependent upon the employee or upon whom the employee has been dependent. Personal leave days will be granted for the death or serious illness of other close relatives.

- B. When an employee uses Sick leave for less than a full day, the employee will only be charged for the actual leave time taken.
- C. An employee may use up to six (6) days of sick leave as personal leave with pay. The employee will make a good faith effort to notify his supervisor or his designee at least twenty-four (24) hours prior to taking such leave. Such leave will not be used to extend a school holiday or weekends except in unusual situations or with a two weeks' notice. Employees will not take personal leave, except in unusual situations, during the first and last week of the student school year or during state assessments.
- D. The total unused portion of the annual sick leave allowance will be permitted to accumulate.
- E. A district employee may authorize transfer to his spouse, child, parent or sibling who is also a district employee, of accrued sick leave, providing that the transfer relates to an illness or injury of the person to whom the leave is transferred. The person receiving the transfer may not use the donated sick leave until he has exhausted all of his accrued leave. Donations may be in amounts of five (5) or more days, or the remainder of the employee's sick leave balance if less than five (5) days, and shall not be covered by terminal leave pay-outs.
- F. Compassionate Leave Program

The Compassionate Leave Program is hereby established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave or vacation leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a ~~catastrophic~~, serious health condition or life-altering event of an employee or a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver. Exclusions include, but are not limited to, normal pregnancy, any injury covered by Worker's Compensation, or mental/nervous conditions, chemical dependency, alcoholism, or related conditions. The following criteria will govern the creation, maintenance, and use of the Compassionate Leave Program:

1. Recipient must have been a regular employee of the district for at least one (1) full year prior to the current fiscal year and must have used all available sick leave and vacation leave prior to receiving donated leave.

2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of ten (10) days of available leave after the donation is deducted. An employee may donate his/her accrued sick leave or vacation leave in increments of one-half or full days to another Board employee.

3. The leave will be donated to a specific employee at the time the donation takes place. Donors will have the option of remaining anonymous.

4. Donations will be on first received from donor, first transferred to recipient.

5. The recipient will receive the donated sick leave or vacation leave at his/her rate of pay; the authorizing employee will donate the leave at his/her rate of pay.

6. The recipient must complete an application for Compassionate Leave Program which will contain:

- a. Employee name.
- b. Employee identification number.
- c. Beginning and ending dates of leave requested (if known).
- d. Last day of available paid leave.
- e. Explanation regarding the circumstances surrounding the reason for the leave.
- f. Physician's Statement Form providing documentation of the injury, illness or accident, or other appropriate documentation for which the leave is requested.

7. The maximum number of days that may be received under this program will be equal to the number of workdays remaining in the recipient's contract year.

8. Subject to a renewed physician's statement, up to one (1) additional contract year may be received through donation.

9. Any transferred sick leave or vacation leave that is not used as anticipated shall be returned to the authorizing employee, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned to the authorizing employee on a last-in, first-out basis.

10. Employees who have provided notice of separation from employment may not donate unused leave balances. Any donated leave that has not been used at the time of donor's separation from employment will be removed from recipient's account.

ARTICLE XV. TRANSFERS/VACANCIES/RESIGNATIONS

Section 3. Vacancy, Notice

Beginning February 1, 2014, notice of ESP vacancies, including work location, which occur during the year will be posted exclusively for all internal school board employees on the Alachua County Public Schools' internet web site for no less than five (5) calendar days or at least four (4) working days. After the five (5) calendar day or at least four (4) working day internal posting, the vacancy may be posted for external applicants for an additional five (5) calendar days or at least four (4) working day period prior to the position being filled on a permanent basis. ~~Each worksite shall print and post the job vacancy summary sheet from the Alachua County Public Schools' internet web site weekly (this summary includes the job opening and location). The Board will post a list of all ESP vacancies on the ACPS web site. At the request of an employee(s) at specific worksite, vacancies including job openings and location, will be printed and posted weekly.~~ Employees may apply for transfer to be effective during the current year. Reasons for the transfer application will be given upon request. Reasonable efforts will be made to honor such requests.

Reorganization of existing staff to fill district level supervisory or administrative positions and filling vacancies for the Superintendent's immediate staff (those reporting directly to the Superintendent) are exempt from posting requirements.

ARTICLE XIX. COMPENSATION

Section 3. Reclassification

The Classification/Compensation Committee shall be composed of ~~six~~ eight members, one half of which will be appointed by the Superintendent or designee and one-half will be appointed by the Alachua County Education Association (ACEA). Included in the eight-member Committee will be the ACEA President and the Assistant Superintendent for Human Resources.

The Classification/Compensation Committee should meet quarterly, or as needed, to review new position assignments and existing position reassignments, new jobs, jobs with changing duties and responsibilities and jobs which are believed to be inappropriately classified. Additional adjustments may be recommended by the Committee to maintain internal equity and/or external competitiveness.

The Committee should discuss and then vote on each job classification factor relative to a classification/reclassification request.

All recommendations shall be forwarded to the Superintendent for review and approval after the cost of the recommendation has been determined by the Finance Department. If the Superintendent rejects or changes the recommendation of the Classification Compensation Committee, the committee shall be notified in writing of the reasons for the Superintendent's decision.

ARTICLE XIX. COMPENSATION

Section 4. Vacation Leave

Vacation leave is accrued at a rate of two days per calendar month. Vacation leave is credited the last day of each month.

Any new employee or present employee who becomes eligible for vacation leave will earn a full month credit if he is employed for eleven days or more. When an employee is released or resigns, he will be paid for vacation time accumulated through the end of the last full month worked but not including the last partial month worked. The Board may schedule up to ten days per year.

Accrued vacation pay is paid on the last day of the last month worked at 100 percent of pay. Maximum accrued vacation leave is 700 hours on ~~December 31~~ June 30. All vacation leave over 700 hours is deleted on ~~January~~ July 1 each year. Vacation leave is accrued by 12-month (252-day) employees only. Part-time 12-month employees accrue pro rata. Upon death of an employee, vacation pay is paid to beneficiary or employee's estate.