

**Master Contract**

**between**

**The School District of Escambia County**

**and**

**The Union of Escambia Education Staff  
Professionals, FEA, NEA, AFT**

**July 1, 2017 through July 1, 2020**

# SIGNATURE PAGE

This agreement shall constitute the commitments between the School Board of Escambia County, Florida, and the Union of Escambia Education Staff Professionals (Escambia ESP), FEA, NEA, AFT. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

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Gerald W. Boone, Chair  
School Board of Escambia County

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David Elezbeck, President  
Union on Escambia Educational Staff  
Professionals, FEA, NEA, AFT

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Malcolm Thomas, Superintendent  
School Board of Escambia County

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Vince Childers, Bargaining Chair  
Union of Escambia Educational Staff  
Professionals, FEA, NEA, AFT

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Kelly Krostag, Chief Negotiator  
School District of Escambia County

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Nicole Sipka, Service Unit Director,  
Union of Escambia Educational Staff  
Professionals, FEA, NEA, AFT

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Date

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## ARTICLE I

### GENERAL PROVISIONS

#### I.1 **PREAMBLE**

The Parties to this Agreement, the Escambia District School Board (hereinafter referred to as the "Board"), and the Union of Escambia Education Staff Professionals (Escambia ESP), FEA, NEA, AFT (hereinafter referred to as the "Union") are committed to the process of negotiations and collaborative resolution of issues and problems. It is the intent of the parties to establish reasonable, fair, and equitable conditions of employment and problem resolution strategies which focus on solutions developed at the level closest to the worksite through this Collective Bargaining Agreement.

#### I.2 **DURATION**

This Agreement entered into by and between the District School Board of Escambia County, Florida and the Union of Escambia Education Staff Professionals, FEA, NEA, AFT shall remain in full force and effect for three (3) years from July 1, 2017 through July 1, 2020, except for wages and benefits which shall be renegotiated annually. The parties agree to adhere to bargaining process within the authority of Chapter 447, Florida Statutes. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:

Formal ratification votes on tentative agreement(s) by the School Board and bargaining unit shall be held as necessary;

Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding signed by the Union President and Business Agent and by the Superintendent and/or his designee, subject to the approval of the School Board and the Board of Directors of the Union of Escambia Education Staff Professional;

Issues may be raised through the appropriate process for consideration at any time during the life of the Agreement; and,

The provisions of this agreement shall extend automatically until a successor agreement has been ratified by both parties.

#### I.3 **RECOGNITION**

The Escambia District School Board hereby recognizes the Union of Escambia Education Staff Professionals, FEA, NEA, AFT (PERC Order Number 04E-145, dated June 2, 2004) as the sole and exclusive bargaining agent for purposes of collective bargaining in any and all matters relating to wages, hours, working conditions and any other mutually agreeable subjects of collective bargaining for employees listed in PERC Certification Order Numbers 850, issued June 13, 1989 (originally for EESPA and as amended by PERC), 897, issued May 1, 1990 (originally for

EEC/CA and as amended by PERC), and 923, issued November 15, 1990, (originally for EASE and as amended by PERC) in compliance with Chapter 447 of Florida Statutes.

**I.4 NO STRIKE**

The parties recognize and will honor the provision of Chapter 447 of Florida Statutes which defines and prohibits strikes.

**I.5 NON-DISCRIMINATION**

- A. The parties agree not to interfere with, restrain, or coerce employees in the exercise of any rights guaranteed through applicable statutes including Chapter 447 of the Florida Statutes or this Collective Bargaining Agreement.
- B. The Escambia County School Board agrees that it will abide by all applicable State of Florida and Federal laws, and the Florida and United States Constitutions' provisions prohibiting discrimination, including controlling and final judicial interpretations.
- C. All terms and conditions of employment shall be applied equitably among all bargaining unit members at each worksite, in compliance with this Agreement.
- D. An employee shall report a complaint of discrimination or harassment to the appropriate administrator; the District's Equal Employment Officer, the Director of Human Resources Services, or the Assistant Superintendent of Human Resource Services. The district shall immediately investigate reports of alleged unlawful discrimination, harassment, and/or bullying and shall attempt to resolve in as timely a manner as possible. Within five (5) work days following receipt of a complaint, the District shall acknowledge receipt of the allegations in writing to the employee filing the complaint.

**I.6 RETROACTIVITY**

Unless otherwise noted herein, all benefits and wages shall be effective retroactive to July 1 or the first work day of the appropriate fiscal year if July 1 falls on a Saturday, Sunday or holiday.

**I.7 SEVERABILITY**

- A. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, or as a result of state and federal legislation, said provision shall, to the extent that it violates the law, be automatically modified by mutual agreement of the parties, in a written and signed agreement. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted or amended provisions.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement.



I.8        **OFFICIAL COMMUNICATIONS**

The Board shall communicate with the Union through its accredited officers or representatives. However, nothing shall be done to prevent an employee from discussing his/her working conditions with the Department Head.

## ARTICLE II

### RESOLUTION OF GRIEVANCES AND PROBLEMS

#### II.1 PROBLEM RESOLUTION

It is the belief of the parties that the most satisfactory resolution of problems, differences, or issues is achieved at the level closest to the worksite in a process of mutual respect and trust. It is, therefore, the intent of the parties that issues and problems shall be resolved at the earliest time and at the closest possible level to the worksite. Employees, supervisors, managers and/or appropriate administrators are encouraged to seek early, informal problem identification, clarification, discussion, and resolution.

#### II.2 GENERAL PROVISIONS

- A. A grievance shall be defined as an allegation (by a member of this bargaining unit) of misapplication, misinterpretation or violation of the provisions of this Agreement (by a manager, supervisor or other administrative personnel) which affects or may affect the wages, hours, terms or conditions of employment of members of this bargaining unit, or which constitutes a violation of the Collective Bargaining Agreement.
- B. Consistent with the provisions of Florida Statutes, no member of the bargaining unit may file a grievance against another member of the bargaining unit. Employees who experience employment related difficulty with another member of the unit are encouraged to resolve the situation informally or seek the assistance of the appropriate supervisor.
- C. Grievance records shall be kept separate from personnel records and shall not become a part of any worksite or personnel file of any individual employee.
- D. Whenever members of the bargaining unit are mutually scheduled by parties to participate during work hours in hearings on grievances, they will suffer no loss of time or pay.
- E. The term "days" when used in this Article shall, except otherwise indicated, mean employee work days.
- F. "Building" when used in this Article shall mean a school, office, center, or assigned worksite.

#### 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 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 hearing within ten (10) work days of receipt of the grievance. Union members shall be entitled to representation by the Union. The Level I Hearing Officer shall issue a written response to the grievant no later than ten (10) work days after the Level I 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 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), 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.

**E. GRIEVANCE PROCEDURE TIME LIMITS**

1. It is the intent of the parties to resolve grievances at the level closest to the worksite whenever possible.
2. Time limits utilized in this process are understood to represent work days and will not include Saturday, Sunday or designated holidays. The parties may mutually

agree to reasonable extensions of time limits for just cause prior to the expiration of the appropriate time limit stated herein.

3. If the administration fails to comply with the stated time line and no extension has been stipulated, the grievance is deemed to be appropriate at the next higher level. If the grievant fails to comply with the stated time line and no extension has been stipulated, the grievance shall be considered to be untimely.
4. Grievances filed on or after May 1 shall be processed expeditiously in an attempt to achieve resolution prior to the end of the work year. Notwithstanding the expiration of the Agreement, any complaint or grievance having begun there under shall be processed to completion under the terms and conditions of the Agreement at the time the grievance was initiated.

F. MISCELLANEOUS

1. All employees are entitled to fair, reasonable, and equitable treatment in the processing of grievances. An employee who participates or intends to participate in any grievance shall not be subject to sanctions, discipline, reprimand, warning, reprisal, or transfer because of such participation or intent to participate.
2. If the School District receives a complaint against an employee that may involve any form of discipline and the sole evidence is that of the complainant(s), the complainant(s) will be present at the Superintendent's hearing when requested by the grievant or the Union.
3. No employee who is a Union member shall be required to discuss a grievance if a Union Representative is not present.
4. Grievances shall be filed on the form attached hereto as Appendix A and shall be filled out completely when filed. Such forms shall be available at the Union Office and in the main office at each building, school, or worksite.
5. Identical grievances with identical relief sought, arising at more than one building, school or worksite shall be processed in the manner specified above, except that such grievances may be initiated at Level II of the grievance process.
6. Grievances may be withdrawn by the grievant at any step during the grievance process. However, once withdrawn, no grievance may be renewed concerning the same incident.
7. Grievances will ordinarily be processed after the grievant's regular working hours. However, should a grievance meeting take place during work hours, the grievant(s) and the Union Representative shall be excused from their regularly scheduled duties and shall suffer no loss in pay.
8. No record dealing with the processing of any grievance shall become a part of the personnel file of any individual employee.

## ARTICLE III

### UNION RIGHTS

#### III.1 **DUES AND ASSESSMENT DEDUCTIONS**

Members and potential members of the Union shall be entitled to payroll deduction of Union dues and assessments. Employees shall complete a dues deduction form and deliver said form to the Union for processing. Duly authorized payroll deduction shall remain in force until revoked in writing by the employee who shall give thirty (30) days of prior notice to the Board and the Union. Absence on an unpaid leave, including a general leave of absence, shall not constitute revocation of authorized payroll deduction for union dues and assessments. Union dues shall be collected in twenty (20) equal deductions in an amount specified annually by the Union. Deductions shall be remitted to the Union no later than the second work day after the deduction is made. In regard to dues deduction, the Board shall be held harmless in all cases of tort and civil liability brought by a Union member when such action is taken or not taken as a reliance upon the names of employees whose dues have been deducted. The Board is expressly prohibited in the collection of any fines, penalties, or special assessments (except Political Action Committee) (F.S.447.303).

#### III.2 **BULLETINS, NOTICES, NEWSLETTERS AND ANNOUNCEMENTS**

- A. Prior to each Regular and/or Special Board Meeting, the District shall post a copy of each School Board Agenda and related backup material on the district web page.
- B. Copies of all bulletins to employees which are posted on the bulletin boards shall be provided to the Union Representative, upon request. Newsletters from all departments shall be provided to the Union, upon request.
- C. The Union shall be provided with copies of bulletins, notices, newsletters, and announcements which pertain to members of this bargaining unit, upon request and at no cost to the Union.

#### III.3 **COMMUNICATION**

- A. The Union and its representatives shall be allowed to communicate with its members and potential members. Union Representatives may distribute material or discuss Union matters during breaks, meal times and other non-work time.
- B. Written communications to the Board from the Union shall be directed to the Superintendent or his/her representative at 75 North Pace Boulevard, Pensacola, Florida 32505. Written communications from the Superintendent to the Union shall be directed to the Union President and staff at 6551 North Palafox Highway, Pensacola, Florida 32503.
- C. Bulletin board space shall be reserved in each school or department area in a location to be designated by the supervisor, in consultation with a Union Representative at such

school or department. All Bargaining unit employees shall be notified of the location of said bulletin board. Said space shall be readily accessible to all members of the bargaining unit, for the posting of the Union notices and other material dealing with proper and legitimate Union business. All such notices and other material shall be identified as Union material and bear a Union logo or other Union trademark. Authorized Representatives of the Union shall be empowered to post these materials. The Union agrees that it will not post notices of a defamatory or inflammatory nature. The District's Chief Negotiator shall have the right to remove or authorize the removal of notices that do not comply with the provisions of this section.

All-weather bulletin boards which are accessible to bus operators and bus assistants shall be provided and maintained for Union and Board use at all fueling locations.

All kitchens shall have a designated union bulletin board or a clearly marked union area on a multi-use bulletin board.

- D. In the event there is no Union representative in any department, school, office, center, or assigned work site, an authorized Representative from another department, school, office, center, or work site may be designated as the authorized representative by the Union President or staff to carry out all duties and responsibilities of Union representatives as listed in this Agreement. If a Union Representative is required to travel to another work site, she/he shall notify her/his supervisor prior to being away from her/his work site during lunch or breaks. The Union representative shall receive permission prior to leaving during the work time for Union business.
- E. Employees shall be permitted to wear Union buttons (less than 2" x 2" in size) while on duty. 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.
- F. The Union shall have the right to use District facilities before and after the work day to conduct meetings with the authorization of the building principal or supervisor. Additional custodial and other expenses incurred as a result of the meetings will be paid by the Union. Every effort will be made to schedule the meetings with the principal or supervisor three (3) days in advance.
- G. The Union shall have the right to have brief announcements about Union meetings and activities on whatever communication system is available. Union announcements will be restricted to times when regular employee announcements are made and/or to times when students are not present.
- H. The Union will be provided a courier mailbox at the J. E. Hall Center. All correspondence shall include a return address and sender's name.

#### III.4 **UNION LEAVE**

- A. The Union shall have one thousand forty (1,040) work hours to be used for Union business. The leave request must first have prior approval from the union. The Union

shall notify the District as soon as possible prior to using these hours and shall arrange the leave so as to not disrupt any work site unduly. Normal District guidelines shall be followed.

- B. The President of the Union or other Union representatives designated by the President, shall upon request, be granted full or part time leave during his/her term of office. The President or designee shall receive experience credit for placement on the salary schedule and shall be allowed to retain all benefits and retirement credit while on leave. The Union shall reimburse the Board for all costs incurred by this stipulation. This cost shall include retirement, salary and other fringe benefits. Upon expiration of this leave, the employee shall return to his/her previously assigned duty and worksite.

### III.5 **COPIES OF THE AGREEMENT**

The parties agree that upon ratification of the ESP contract, the District and the Union will put the contract on the respective websites. The location of this Agreement on the district web page shall be provided by the District to all employees in the positions included within this bargaining unit.

### III.6 **UNION REPRESENTATION**

- A. The Union shall be represented by at least three (3) Escambia ESP members named by Escambia ESP on any District committee or task force related to the members of this unit, except the Board of Trustees of the Escambia District Self Insurance Plan.
- B. Escambia ESP shall be represented by three (3) Escambia ESP members appointed by Escambia ESP on the District Sick Leave Pool Committee.
- C. At least one (1) Escambia ESP member shall be nominated by the Escambia ESP members at each site and elected by the bargaining unit members at each school to serve on the School Advisory Council for that site. If no volunteers are identified, this position may be left vacant.

## ARTICLE IV

### CALENDAR

#### IV.1 CALENDAR COMMITTEE

Escambia ESP shall be represented on the District Calendar Committee by three (3) Escambia ESP members named by the Union.

#### IV.2 HOLIDAYS

A. The following days, and other days determined by the District School Board, are designated as paid holidays for permanent full time employees and permanent part time employees. Actual dates shall be noted in the District calendar as appropriate for each year:

One (1) day at Fourth of July

One (1) day at Labor Day

One (1) day at Veterans Day

Two (2) days at Thanksgiving

Four (4) days at Winter Holidays

One (1) day at Martin Luther King, Jr. Birthday

One (1) day at Spring Break

One (1) day at Memorial Day

\*The dates of the four (4) holidays at Winter Break shall be mutually agreed to by the parties prior to School Board approval of the school calendar each year. If mutual agreement cannot be reached, employees shall receive two (2) days at Christmas and two (2) days at New Years' in accordance with IV.2D.

B. If a holiday occurs when an employee is on sick leave or annual leave, that day shall not be charged to the employee's accrued leave.

C. If an employee is required to work on a paid holiday, he/she shall be paid at the regular rate plus the regular holiday pay for that day.

D. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. This provision will not apply to the four (4) holidays at Winter Break if the parties mutually agree to alternative placement of the days.



- E. The Superintendent of Schools or School Board may designate one (1) additional day as a paid holiday.
- F. The Board shall not create any new holidays without pay during the life of this contract, except by mutual agreement of the Board and the Union.

IV.3 **MISCELLANEOUS**

- A. If the President, Governor, and/or Superintendent of Schools and the School Board declare a day of mourning or national, state or local emergency, that day shall be observed by employees and shall be a day off with pay at the employee's regular rate of pay. Employees who are required to perform work on such declared days shall be compensated with payment at two (2) times their normal rate of pay for each hour worked up to eight (8) hours per day and two and one half (2 ½) times their normal rate of pay for each hour worked over eight (8) hours per day.
- B. In the event a District worksite is closed for a local emergency, employees at the site shall suffer no loss in pay or benefits, nor be required to use leave for the period of the closure. Employees who are required to return to work during the closure shall be compensated additionally at their regular hourly rate for the time worked during the closure. The employees have a responsibility to contact the site, the Director of Information Services or to monitor TV/Radio newscasts to determine when they should return to the site.
- C. The parties agree that ARTICLE IV is an annual re-opener.

## ARTICLE V

### LEAVE PROVISIONS

#### V.1 GENERAL LEAVE PROVISIONS

- A. Employees who utilize approved paid leave shall not lose benefits, seniority, or pay.
- B. Employees shall have the right to take approved leave without pay. Employees on approved leave without pay shall not lose accrued leave, benefits, or seniority.
- C. Employees shall not be requested or required to sign blank leave forms for any type of leave.
- D. At the employee's discretion, personal leave or appropriately documented earned compensatory time may be used for days when school is not in session, i.e. Fall, Winter and Spring Breaks, and which are not designated as paid holidays, but will not be used to extend the employees normal contracted year.
- E. When an employee puts in an advance request for leave, he/she shall receive a response (approved or denied) within five (5) working days.
- F. No employee shall receive adverse comments from their supervisor for requesting paid leave.

#### V.2 ANNUAL LEAVE

- A. To be eligible for annual leave, an employee must be a twelve (12) month employee and have worked a minimum of three (3) months; however, annual leave will start accumulating from the date of employment.
- B. Annual leave and designated holiday pay shall be the same amount the employee would have earned on his/her regular job (to a maximum of forty (40) hours per week) had he/she worked on that day. The employee's set-up hours shall be used to compute the daily rate of pay for annual leave and holiday pay.
- C. Completed annual leave requests shall be submitted to the appropriate supervisor for approval. After submission of the leave request, the supervisor shall notify the employee in a reasonable amount of time if the leave is approved or not approved. An explanation will be given to the employee if the leave is denied. When possible, employees with seniority will be given priority when requesting annual leave.
- D. For twelve (12) month employees, annual leave will accrue at the rate of one (1) day per month during the first five (5) years of service; one and one-fourth (1 ¼) days per month from six (6) years through ten (10) years of service; and one and one-half (1 ½) days per month thereafter. Employees may accrue up to five hundred (500) hours of annual leave.

- E. Accumulated leave shall be posted June 30 of each fiscal year. The amount of annual leave an employee may carry forward on June 30 will be 62.5 days multiplied by the employee's set-up hours. No employee may carry forward more than five hundred (500) hours of annual leave to the next fiscal year.
- F. No sick or injured employee shall be required to take annual leave.
- G. Employees may elect to use leave without pay instead of annual leave, personal leave, or compensatory time during unpaid breaks or other off times.
- H. Upon normal retirement or termination of employment, employees hired on or before June 30, 1995, shall be paid one hundred percent (100%) of accrued annual leave up to five hundred (500) hours. Employees hired on or after July 1, 1995, shall be paid one hundred percent (100%) of accrued annual leave up to four hundred eighty (480) hours.
- I. Annual leave may be used for sick leave provided employees do not have sick leave on the books. Sick leave shall not be used for annual leave. If, while on annual leave, an employee qualifies for the use of sick leave, the employee shall be allowed to use sick leave.
- J. Requests for annual leave shall be approved in advance by the appropriate supervisor.
- K. All annual leave earned prior to July 1, 2003, by employees who work less than twelve (12) months shall be retained by the employees and, at the employee's discretion, may be used during their regular scheduled work year or retained for payment upon termination of employment. Annual leave shall not be used to extend the employee's regular work year.
- L. Any employee that transfers from a twelve (12) month position to a ten (10) or eleven (11) month position shall retain all annual leave earned. At the employee's discretion, this leave may be used during their regular scheduled work year or retained for payment upon termination or employment. Annual leave shall not be used to extend the employee's regular work year.
- M. Terminal Pay Plan for Annual Leave
  - 1. Upon normal retirement or termination of employment, employees hired on or before June 30, 1995 shall be paid one hundred percent (100%) of accrued annual leave up to five hundred (500) hours. Employees hired on or after July 1, 1995 shall be paid one hundred percent (100%) of accrued annual leave up to four hundred eight (480) hours.
  - 2. The employee's terminal annual leave pay will be transferred to an individual account in a 401A/403 B Retirement Plan, the Special Pay Plan, as follows:
    - a. For each employee for which terminal annual leave pay is due, either upon entering DROP, or at retirement, the District will transfer the terminal annual leave pay to the employee's 401A/403B account.

- b. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal annual leave pay equal to or greater than \$1,000.00. Terminal annual leave pay which is less than \$1,000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
- c. The transfer of the terminal annual leave pay to the employee's 401A/403B account will occur in a timely manner with minimal waiting.
- d. The employee may withdraw funds from the account in accordance with IRS rules.
- e. Employee contributions to the 401A/403B will not exceed IRS limitations. See 26 USC §415.
- f. Distributions and withdrawals from the Special Pay Plan will be made to the employee in a timely manner and in accordance with the Plan Document.
- g. Any changes to the Special Pay Plan will be agreed to by a joint District/Union committee and will be in accordance with IRS regulations.

### V.3 **SICK LEAVE**

- A. Sick leave shall be earned at the rate of one (1) day per month. No sick leave with pay may be taken during the first three (3) months probationary period; however, such leave will accumulate from the date of employment. Sick leave must be accrued prior to utilization. The employee shall notify the immediate supervisor prior to, or within one (1) hour, of the start of the work day when an employee is using sick leave, except in case of extreme emergency. Each work site shall have a designated phone line with voice mail capability for employees to use when calling in for absences. (Exception: Bus Operators and Bus Assistants shall notify the Transportation Department prior to the start of their work day when the employee is using sick leave, except in case of emergency. Such notification shall be to a dedicated phone line in the Transportation Department where the employee may leave a message.)
- B. In the event that five (5) or more consecutive sick leave days are necessary, the employee may, at the request of the appropriate supervisor, be required to provide verification of illness.
- C. In certain circumstances, employees who are habitually absent may be required by his/her immediate supervisor to provide verification of illness upon request. This may be earlier than five (5) days as outlined in V.3B above.
- D. The School Board shall offer to employees, the benefit of the Sick Leave Pool established by School Board Rule.
- E. The employee's set up hours shall be used to compute the daily rate of pay in computing sick leave.

F. Personnel who are unable to perform duties due to personal sickness, accident, disability, or extended personal illness or due to illness of spouse, parent, grandparent, sibling, child, stepchild, or grandchild, and consequently have to be absent from employment shall be granted sick leave by the appropriate administrator.

G. Employee Sick Leave Donation

Employees may donate their accrued sick leave to any other eligible, qualifying district employee provided the following requirements have been met. The donor-employee must have more than ten (10) days of accrued sick leave in order to donate and must maintain a balance of ten (10) days or more of accrued sick leave after the donated sick leave is transferred. Applications must be submitted to the Department of Human Resource Services on the Employee Sick Leave Transfer Application. All applications must be completed and signed by the donor-employee.

Employees with a verified illness, accident, or injury requiring extended leave of five (5) days or more are eligible to receive donated sick leave. Illness, accident, or injury is defined as personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his or her own household (F.S. 1012.61) . A Certification of Healthcare Provider for Employee/Non-Employee's Medical Condition completed by the treating physician must be submitted to the Department of Human Resource Services by the recipient employee. The recipient employee may be required to provide additional documentation prior to approval of sick leave donation.

A recipient employee may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Pool (SLP), provided the recipient employee participates in the SLP. When sick leave donation application is made for a death, the recipient employee must provide a copy of the obituary or other substantiating documentation prior to approval of sick leave donation.

Donated sick leave shall be credited to the receiving employee for any sick leave taken after sick leave donation application. All donated sick leave shall be distributed in chronological order according to the date of donation application, and any unused transferred sick leave shall be returned to the donor-employee whose donated sick leave has not yet been used as per F.S. 1012.61.

H. Terminal Pay for Sick Leave

1. In order to encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee at retirement or his/her beneficiary(ies) if service is terminated by death, such terminal pay to be determined as follows:
  - a. During the first three (3) years of service in Escambia County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.

- b. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
  - c. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
  - d. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - e. During and after the thirteenth (13th) year of service in Escambia County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
2. The employee's terminal Sick Leave Pay will be transferred to an individual account in a 401A/403B Retirement Plan, the Special Pay Plan, as follows:
- a. For each employee for which terminal sick leave pay is due, either for early pay-out, at retirement or if service is terminated by death, the District will transfer the terminal sick leave pay to the employee's 401A/403B account.
  - b. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal sick leave pay equal to or greater than \$1,000.00. Terminal sick leave pay which is less than \$1000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
  - c. The transfer of the terminal sick leave pay to the employee's 401A/403B account will occur in a timely manner with minimal waiting.
  - d. The employee may withdraw funds from the 401A/403B account in accordance with IRS rules
  - e. Employee contributions to the 401A/403B account will not exceed IRS limitations. See 26 USC §415.
  - f. Distributions and withdrawals from the Special Pay Plan will be made to the employee in a timely manner with minimal waiting and in accordance with the Plan Document.
  - g. Any changes to the Special Pay Plan will be agreed to by a joint District/Union committee and will be in accordance with IRS regulations.

I. Early Payout of Sick Leave Terminal Pay Benefits

- 1. Employees may submit a written resignation to the Human Resources Department a maximum of five (5) years in advance of their declared retirement date or submit a resignation date under the Deferred Retirement Option Program (Article VI.5).

This written resignation may be revoked only in the event of a catastrophic occurrence that leaves the employee financially devastated. A standing committee consisting of one representative from each bargaining unit, appointed by that unit, and one representative appointed by the Superintendent, shall look at each case on an individual basis. If the resignation is revoked, the employee is still subject to all rules and regulations established under the appropriate State Statutes.

2. Upon completion of the first year of DROP or the first year of declared irrevocable retirement date, the employee will be eligible to start distribution of pre-retirement sick leave. Employees may, at their option, receive in advance a pro rata portion of the terminal pay provided above based on their current compensation rate as follows:
  - a. Five (5) years in advance of the retirement date, one fifth (1/5) of terminal pay shall be paid upon submission of the retirement notification; one fourth (1/4) of the remaining terminal pay shall be paid after one (1) year of notifications; one third (1/3) of the remaining terminal pay shall be paid after two (2) years of notifications; one half (1/2) of the remaining terminal pay after three (3) years of notification; and the balance at the effective date of retirement.
  - b. Four (4) years in advance of the retirement date, one fourth (1/4) of terminal pay shall be paid upon submission of the retirement notification; one third (1/3) of the remaining terminal pay shall be paid after two (2) years of notification; one half (1/2) of the remaining terminal pay after three (3) years of notification; and the balance at the effective date of retirement.
  - c. Three (3) years in advance of the retirement date, one third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one half (1/2) of the remaining terminal pay shall be paid one (1) year after notification; and the balance at the effective date of retirement.
  - d. Two (2) years in advance of the retirement date, one half (1/2) of terminal pay shall be paid upon submission of the retirement notification; one half (1/2) of the remaining pay one (1) year after notification; and the balance at the effective date of retirement.
  - e. One (1) year in advance or during the year in which the employee retires terminal pay may be divided into two (2) payments. One half (1/2) will be paid on or prior to December 31 and the balance at the effective date of retirement.
  - f. To compute the annual retirement benefits as outlined above, the daily rate of pay shall be determined by the number of days the employee must be on the job to earn the annual salary for that year.
  - g. Each employee's Notice of Participation in this program shall be maintained in a separate file of participants with a copy in the individual employee's file. The resignation shall be presented to the Board for final acceptance only at the designated time of retirement.

#### V.4 **MATERNITY LEAVE / PATERNITY LEAVE**

Employees may apply for maternity/paternity leave of absence for childbearing or child rearing for up to one (1) year, provided sufficient notice is given for the appropriate supervisor prior to the commencement of leave. Maternity/Paternity leave is without pay. Accrued annual leave and/or accrued sick leave may be used for maternity/paternity leave at the discretion of the employee.

#### V.5 **MILITARY LEAVE**

Reservists and National Guardsmen required by official order to report for active duty during the work time shall be granted Military Leave in accordance with State and Federal Laws. The Board may pay the employee the difference between her/his active duty pay and their regular rate of pay and there shall be no loss of seniority. Benefits associated with required active duty will be in accordance with the Life, Health and Dental coverage approved by the Board. The employee shall notify the Human Resources Department of upcoming duty promptly and shall be required to furnish a copy of the military orders which require the employee's absence from normal working duties.

#### V.6 **JURY DUTY LEAVE / LEGAL DUTY LEAVE**

- A. When an employee is required to serve on jury duty, the Board shall pay the difference between the amount the employee is paid as a juror and the amount the employee would have received had the employee worked his/her regular shift. If the jury duty does not conflict with the employee's normal work hours, the employee shall keep the jury duty and stipend and suffer no loss of wages or time.
- B. When an employee is selected to serve on jury duty, the employee will not be required to report to work in the morning, but in the event any employee is released from jury duty, such employee shall report as soon as possible to his/her supervisor for work. The employee shall notify his/her immediate supervisor as soon as possible after receipt of notification of his/her selection for jury duty.
- C. Any employee, who in place of the employee's normal work, at and upon the request of the Board attends any legal proceedings involving the Board, directly or indirectly, or performs other work pertaining to and upon the direction of the Board shall be paid as if engaged in the employee's normal work, plus mileage if the employee's personal vehicle is used. If said proceeding occurs prior to or after normal work hours, the time shall be considered an after-hours call out.

#### V.7 **PROFESSIONAL LEAVE**

Professional Leave is defined as leave to attend or participate in conferences, conventions, workshops, meetings and/or to enroll at an accredited college, university, or approved vocational training program for periods of short duration. Conferences, conventions, workshops, and/or other meetings sponsored by Escambia ESP, FEA, NEA, AFT and/or other professional organizations shall meet the requirements of this Article. College or vocational training programs which are job



related or would be beneficial and are approved by the District shall meet the requirements of this Article.

#### **V.8 TEMPORARY DUTY LEAVE**

- A. Personnel may be assigned to Temporary Duty by the appropriate administrator for the purpose of performing educational services, including participation in school surveys, professional meetings, study courses, workshops, etc.
- B. A leave form denoting "Temporary Duty" shall be completed and approved in advance by the appropriate administrator in order for the time spent away from regular duties to be classified as Temporary Duty Leave.

#### **V.9 GENERAL LEAVES OF ABSENCE**

- A. The Board may, at its discretion, grant a leave of absence for up to one (1) year as a non-paid leave of absence, upon written request from a member of the bargaining unit. The Board may, upon request from said employee, extend such leave for an additional one (1) year period.
- B. An employee returning from an approved leave of absence within one (1) year will notify the Board prior to the return date and will be reassigned by the Superintendent to their former position. Employees returning after one (1) year (extended illness excluded) shall be assigned to their former position or a similar position.
- C. An approved Leave of Absence without pay does not constitute a break in service or seniority.
- D. An employee who works for another employer during such leave or who gives a false reason for leave, may be subject to disciplinary action.
- E. Should an employee fail to report to work on the work day following completion of a leave of absence without a valid excuse, the employee shall be subject to disciplinary action up to and including termination.
- F. An employee on unpaid leave of absence does not accrue sick or annual leave, and does not receive pay for any designated paid holidays that occur during the period of the unpaid leave of absence.
- G. Employees on approved unpaid leave shall have the option to remain an active participant in available fringe benefits, insurance and retirement programs by contributing the amount necessary to pay the total premiums, to the extent that such participation is allowed by law.
- H. Prior to returning to work following a medical leave of absence, an employee may be required by the District to obtain a medical certification or release from a medical doctor qualified to treat the condition and who has access to the medical records regarding the condition for which the employee was on the medical leave.

## V.10 **PERSONAL LEAVE**

- A. Each employee shall be granted six (6) leave days each year for his/her use for personal reasons at the employee's discretion during the employee's regular scheduled work year in that fiscal year (July 1-June 30). Such leave shall be charged against the employee's accumulated sick leave and shall be non-cumulative. The employee shall not be required to give reasons for such leave except that the leave is for personal reasons. Requests for personal leave shall be filed with and approved by the employee's supervisor. If the department head determines that the number of persons on personal leave will not adversely affect the department operations, the leave request shall be honored. After submission of the leave request, the supervisor shall notify the employee in a reasonable amount of time if the leave is approved or not approved. An explanation will be given to the employee if the leave is denied.
- B. With three (3) days prior notice to the Board, an employee may cancel his/her personal leave.
- C. If an employee requests personal leave beyond six (6) paid days in a year, that leave will be without pay.

## V.11 **BEREAVEMENT LEAVE**

A full-time employee who has completed the probationary period and has exhausted all available leave may apply for up to three (3) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements or to attend the funeral. Immediate family is defined as a spouse, parent, grandparent, sibling, child, stepchild, or grandchild. An employee may apply for a maximum of three (3) days paid bereavement leave per fiscal year. Bereavement leave is not accumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request.

## V.12 **ILLNESS IN THE LINE OF DUTY LEAVE**

Leave with pay for illness or accident incurred in the performance of duty shall be as provided by law. Any employee who must be absent from duty due to personal injury received in the performance of duties or due to illness certified by a physician to be from a contagious or infectious disease (except respiratory illnesses) contracted in school work or for a work related on the job injury shall be entitled to injury/illness in line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days per fiscal year and shall be applicable only to the year during which the injury/illness occurred. Authorization for additional leave due to unusual circumstances may be granted by the Board. Pay will be at the employee's established rate of pay. Such authorized leave shall not be deducted from the employee's accumulated sick leave.

## V.13 **WORKERS' COMPENSATION LEAVE**

- A. Members of this bargaining unit shall be covered by appropriate Workers' Compensation Program as provided by the laws of the State of Florida. The District

shall provide assistance to members of this unit to ensure that quality benefits are provided to employees who qualify.

- B. Employees on Workers' Compensation returning to light duty shall be required to perform only the duties as prescribed by a licensed physician. Employees returning from light duty assignment shall notify their immediate supervisor prior to their return date. Employees who are injured (not related to job injury) may, at the discretion of the District, be assigned to "light" duties in accordance with appropriate authorization from their physician.
- C. Employees on Workers' Compensation may elect to use accrued leave to make up for the difference in pay between their regular salary and the amount they earn under Workers' Compensation.

V.14 **COMPENSATORY TIME AND TIME OFF**

- A. Compensatory time and compensatory time off is defined as hours during which an employee is not working, which are not counted as hours worked during the applicable work week or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate as defined in the Fair Labor Standards Act 29 CFR §553.21(6)(B). Compensatory time off may be used in any increment and at any time agreed to by the employee and the appropriate Director/Administrator. If such mutual agreement is not reached, the Director/Administrator may, with a minimum of ten (10) working days' notice, require the employee to use his/her unused compensatory time. Nothing contained in this provision or elsewhere in this Agreement shall preclude employees from receiving overtime pay for overtime work. [Exception: Bus Operators and Bus Assistants shall not earn nor use compensatory time; rather they shall receive pay for all overtime worked.]
- B. Towards the end of the fiscal year, an employee will not be required to use compensatory leave time if it would cause the employee to lose accrued annual leave in excess of the maximum number of allowable hours.
- C. Employees who have accrued two hundred forty (240) hours of unused compensatory time shall, for additional overtime hours worked, be paid overtime compensation as defined by the Fair Labor Standards Act. [One hundred sixty (160) hours of overtime worked represents two hundred forty (240) hours of compensatory time earned and compensatory time off.]
- D. Except in case of emergency, earning compensatory time requires specific prior approval from an appropriate supervisor, director, or administrator.
- E. An accurate accounting of earned and used compensatory time and time off for each employee shall be maintained by the appropriate administrator and shall be made available to the employee upon request. Compensatory time balances shall carry forward to the next fiscal year.

- F. Upon termination or retirement, payment for unused compensatory time shall be made at the employee's current straight time hourly rate.
- G. Payments for unused compensatory time may be made at intervals as determined by the District. The employee will be notified thirty (30) days in advance if such payment is to be made.
- H. At the beginning of each work year, the appropriate administrator at each worksite or department shall provide in writing, to all employees, the worksite or department's policy on compensatory time.

V.15 **FAMILY AND MEDICAL LEAVE**

Employees shall be entitled to Family and Medical Leave and associated benefits in accordance with the Federal Family and Medical Leave Act of 1993, as amended, and in accordance with School Board Policy.

V.16 **LEAVES DEFINITIONS**

- A. "Set-up hours" are defined as the daily number of hours an employee is scheduled to work on a regular basis, as determined through District staffing procedures. Because set-up hours are subject to change for Bus Operators and Bus Assistants, the Bus Operator Committee will establish procedures for determining "set-up hours" for that classification of employees.
- B. Calculation of pay for a "day" of leave shall be equivalent to the employee's set-up hours.

## ARTICLE VI

### COMPENSATION AND EMPLOYEE BENEFITS

#### VI.1 INSURANCE

- A. The Board shall make available for each permanent full-time employee, individual coverage under the Board-adopted medical insurance program recommended by the Employee Benefit Committee (defined in Article V1.1.J.) and collectively bargained pursuant to Chapter 447, Florida Statutes. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.
- B. The Board will pay a minimum of 90% (rounded to the nearest dollar) of the monthly premium of the lowest cost single coverage plan. The wellness bonus is also an expense incurred by the District which increases the aforementioned percentage paid by the Board. The total contributions towards premiums and wellness incentives shall be maintained at 72% for the Board and 28% for employees paid to the Benefit Trust Fund. In the 2017 calendar year, should the participation in the Wellness Program exceed expectations, the additional cost shall be borne by the District.
- C. Permanent full-time employees may choose the Board adopted In-Hospital Indemnity Insurance Program, individual coverage, in lieu of the medical insurance program.
- D. The Board shall also make available for each permanent full-time employee individual coverage under the Board-adopted dental insurance program. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.
- E. In case an employee and spouse are both employed by the District, both in permanent full-time positions, the employees may each elect individual insurance coverage, or may elect to combine the Board's individual contributions to be applied to the cost of another tier of coverage (Dual Spouse, Dual Spouse-Family Coverage). Any remaining balance necessary to fully fund the cost of these additional tiers and coverage shall be payroll deducted from the salary of the employee in whose name the coverage is registered.
- F. An open enrollment period will be provided for permanent full-time employees to enroll in District benefit programs on an annual basis at a time and date to allow all permanent full time employees the opportunity to enroll in or make changes in benefits.
- G. The Board shall provide for each permanent full time employee without cost to him/her, group term life insurance payable upon death of the employee to the appropriately designated beneficiary(ies) in the amount of one thousand dollars (\$1,000) for each thousand dollars, of the employees' annual contract salary rounded to the nearest one thousand dollars. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.

- H. The Board approved Employee Assistance Program shall be provided to all permanent full-time employees and their families.
- I. The Board shall make appropriate fringe benefit enrollment forms and relevant time lines available to new employees as a part of the employment process.
- J. The Employees Benefits Committee will consist of fifteen (15) voting members, which will include five (5) Union representatives shared and appointed jointly by Escambia ESP and the Escambia Education Association, the Bargaining Chairperson from both the ESP and EEA Units, one (1) voting member appointed by the Escambia Retired Educators Association and five (5) District representatives to be appointed by the Superintendent, the Chief Negotiator for the District and the Director of Human Resources. The Director of Risk Management will serve as the facilitator for all meetings and as a non-voting advisor to the committee.
  - 1. The committee shall monitor the self-insurance employee benefits plan, review and develop proposals for changes, modifications and improvements to the plan, and submit all proposals or recommendations to the bargaining teams for changes no later than June 1 for negotiations. Such proposals shall include a wellness incentive to the employee to be bargained in accordance with Chapter 447 of Florida Statutes. All employees shall be eligible to participate in the wellness program, and upon completion shall be eligible for the incentive. Both parties agree to meet once a month from January to June to negotiate insurance details. If no agreement has been reached by May 31, both parties agree to meet weekly in June, July, and August. At any point during the negotiations, either party may declare impasse as defined in Chapter 447. If an agreement on the proposal is not reached by the bargaining teams by the second week that students return, the Employee Benefits Committee will develop a proposal to be voted on by the bargaining units. If approved by both bargaining units, the proposal will be considered ratified and then presented to the School Board for approval. Should the proposal fail to pass, the matter shall be returned to the bargaining teams for further negotiations.
  - 2. If at any time during the life of this agreement the employee Benefit Trust Fund excess reserves are projected to fall below a level (determined by an actuary) acceptable for state approval within the plan year, both parties agree that the Superintendent will immediately convene the Employees Benefits Committee to make recommendations that will ensure the appropriate financial stability of the Plan regardless of the date. Such recommendations shall be negotiated in accordance with the rules set forth in Chapter 447 of Florida Statutes.
- K. New employees who choose to enroll in the medical, dental, or term life insurance programs must do so during their first thirty (30) days of employment.
- L. A special enrollment period will be available for all employees who experience status changes, as defined by IRS Change of Status Rules, which includes making an application within thirty (30) days of the change.

- M. Employees who go on leave of absence without pay and do not continue their life, health, in-hospital indemnity and dental insurance by paying the premium directly to the School Board shall be required to complete a new application for reinstatement of benefits when they return to full time work status. A new "Medical History Statement", provided by the Life Insurance Company, will be required for reinstatement of term life insurance which will be subject to the approval of the insurance company prior to receiving life insurance upon returning to work.
- N. Insurance programs provided by this agreement are intended for the benefit of the employees of the Escambia County School District. It shall be the intent of the parties that programs implemented to comply with Sections A and B above shall be according to Section 624 and Section 627 of the Florida Statutes as it relates to self-insurance.
- O. The Escambia EEA/ESP Association will be given, when practical, at least five (5) days advance notice of the Board of Trustees of the Escambia District Self Insurance Plan meetings so that they may have a designee present to observe the proceedings and provide pertinent input.
- P. The Board of Trustees of the Escambia District Self Insurance Plan and one (1) representative designated by the Escambia Education Association shall comprise the Escambia District Self Insurance Plan Appeals Committee. Appeals to this committee shall be limited to questions of eligibility for members of the bargaining unit.

## VI.2 **LONGEVITY PAY**

Longevity pay will be granted and continued to each permanent employee, including part-time employees who work a regular schedule of at least twenty (20) hours per week, at the following rates each fiscal year:

2% base pay upon completion of five (5) years continuous service

4% base pay upon completion of ten (10) years continuous service

6% base pay upon completion of fifteen (15) years continuous service

8% base pay upon completion of twenty (20) years continuous service

10% base pay upon completion of twenty-five (25) years continuous service

11% base pay upon completion of twenty-eight (28) years continuous service

12% base pay upon completion of thirty (30) years continuous service

## VI.3 **RETIREMENT BONUS**

- A. Any member of the bargaining unit who was employed on or prior to June 30, 2009 and retires by the end of the fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service), under the Florida Retirement System

shall be paid a one-time retirement bonus equal to twenty-five percent (25%) of the gross salary excluding supplements, earned by him or her during the said school year, which bonus shall be added to his or her annual salary and shall be paid during the month of June.

- B. Gross annual salary is defined as the salary actually paid, excluding supplements or extra pay, during the fiscal year in which the retirement occurs or the twelve (12) months preceding the date of retirement, if the retirement occurs at any time other than the end of the school year.
- C. To become eligible for retirement, an employee must meet the criteria set for retirement by the Florida Retirement System.
- D. Employees who participate in the Deferred Retirement Option Program (DROP) [Section VI.5] are not eligible to receive the retirement bonus unless their termination date and DROP retirement date fall within the same fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service.)

#### VI.4 **COMPENSATION**

- A. Employees in this bargaining unit shall be paid according to the Salary Schedule attached as Appendix B. Direct deposit shall be mandatory for all employees beginning July 1, 2009. The District will provide a pay card program, at no cost to the employee, for employees who do not have a bank account that can be used for the direct deposit. The pay card will have no-fee options for use.
- B. All eligible compensation shall be reported to the Florida Retirement System and shall constitute the basis for retirement benefit calculations in compliance with Florida Statute.
- C. Wages will not be contingent upon an annual evaluation.
- D. Employees within this unit who participate in non-mandatory in-service outside of their normal work schedule shall be paid at ten dollars (\$10.00) per hour during the in-service session. This voluntary in-service participation shall not be considered to earn overtime pay.
- E. Employees who work less than a twelve (12) month year who are required by the appropriate supervisor to attend any work related training, meeting, or other session outside of their regular work year, shall receive compensation with the next regularly scheduled pay cycle for twelve (12) month employees.
- F. Employees in this bargaining unit shall suffer no demotion in classification and/or decrease in compensation for at least two (2) years following a reduction in the full time enrollment at their worksite which would warrant a reclassification according to the District's staffing pattern. During that two (2) year period, the affected employee(s) shall be given priority to transfer to vacant lateral positions.



## VI.5 DEFERRED RETIREMENT OPTION PROGRAM

Employees may participate in the Deferred Retirement Option Program (DROP) in accordance with the appropriate Florida Statute and School Board Policy.

## VI.6 PERSONAL HEALTH ISSUES

### A. Statement of Beliefs:

The parties to this agreement encourage all employees to maintain and safeguard their personal health. Inherent in safeguarding personal health is the belief that employees should avoid the abuse of alcohol, prescription drugs, or controlled substances of all types. We believe that it is inappropriate for any teacher, administrator, or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, the parties are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for drug or alcohol abuse or dependency evaluation and/or treatment.

### B. Employment practices for employees who self-disclose drug or alcohol abuse/dependency:

1. Any employee who believes they are alcohol or drug dependent is encouraged to self-disclose this issue either to her/his immediate supervisor or to the appropriate District Administrator in the Human Resources Department. Said self-disclosure shall be held in confidence and the employee shall be informed of his/her right to an appropriate drug/alcohol evaluation and rehabilitation program.
2. The self-disclosure provisions herein shall not apply after the employee has knowledge that an investigation for alcohol or drug violations has been initiated.
3. Any employee who self-discloses an alcohol or drug dependency in writing will be provided an opportunity to complete an evaluation by the District and Union approved Substance Abuse Professional (SAP) and to complete a program of rehabilitation. It is the intent of the parties to collaboratively seek appropriate methodology to minimize, to the extent possible, the economic impact on employees who self-disclose. Therefore, the District shall provide the initial evaluation and the course of therapy required to complete the program of rehabilitation shall be covered under the provisions of the district approved insurance plan.
4. Upon self-disclosing, the employee may be placed on administrative leave with pay pending the evaluation results and recommendation of the Substance Abuse Professional (SAP)..
5. Based on the results of the SAP's evaluation, the employee may be:
  - a. Returned to the employee's normal work assignment,
  - b. Assigned to an available non-student contact position,

- c. Placed on administrative leave not to exceed thirty (30) calendar days or until such time as an approved SAP recommends the employee's return to normal placement; or if after thirty (30) calendar days no other acceptable option is available,
  - d. Placed on administrative leave without pay pending recommendation by the SAP. The employee may, at her/his option, use any available accrued leave or if eligible, apply for Family Medical Leave Act (FMLA) leave.
- 6. Employees who self-disclose, sign a Return-to-Work Agreement (Appendix G), and complete the prescribed course of rehabilitation shall be returned to her/his prior employment status, provided however, the employee may be subject to random drug/alcohol screening at District expense for one calendar year.
  - 7. Employees refusing to comply with the District's requirement for evaluation by the SAP or to comply fully with the program of rehabilitation prescribed by the SAP shall be considered to have a "First Time" positive and will be subject to the provisions of the Master Contract.
  - 8. All employees shall not use any tobacco products on School District campuses and/or in School District vehicles. They will be allowed, however, to use their tobacco product(s) in their vehicles when parked on School District property.

## ARTICLE VII

### POSTINGS, PROMOTIONS, TRANSFERS, REDUCTIONS AND RECALL

#### VII.1 POSTINGS AND INTERVIEW SELECTION COMMITTEE

- A. All vacancies shall be posted on-line and in all work sites for ten (10) working days on appropriate bulletin boards, except those vacancies the District will use to comply with the provisions of Section VII.8 Workers' Compensation Retraining and Job Placement Guidelines. The employee may sign up with the electronic system to receive an electronic notice of job postings. With mutual written agreement of the parties, the posting period for vacancies that occur during the student attendance calendar year may be limited to less than ten (10) but no less than five (5) working days. Postings shall include, but may not be limited to: hours, responsibility(ies), work location, pay grade, and other pertinent details. (Bus Operator and Bus Assistant postings will indicate total route.) Employees wishing to fill the vacancy shall apply on-line, using the dedicated human resource applicant tracking system.
- B. Employees shall be allowed to apply for any available vacancy or position for which they meet the minimum qualifications.
- C. The District shall notify all ten (10) month and eleven (11) month employees of all vacancies which are posted during the time when they are not working.
- D. Employees who interview for District vacancies shall suffer no loss in compensation and shall not be required to use leave to participate in interviews conducted during their normal work hours.
- E. Temporary vacancies are defined as positions which are not authorized to be filled on a permanent basis; are vacant pending a bid procedure; or, are vacant because of an approved leave of absence but which will be filled on a temporary basis. Procedures for filling temporary vacancies may be restricted to the work site or department with the temporary vacancy. Procedures for filling temporary vacancies in Bus Operation positions shall be those specified in Article XII.7, Hours and Working Conditions, Bus Operators, and/or those agreed upon by the Bus Employee Committee.
- F. Temporary vacancies which become permanent shall be posted and filled in accordance with Article VII.1 A. Qualified applicants with permanent status employed by the Board shall be given priority over temporary or substitute employees in filling the position.
- G. Temporary positions which become permanent shall be filled by qualified applicants with permanent status employed by the Board prior to any temporary or substitute being promoted to permanent status. If no qualified permanent employee applies, or if the time cannot be distributed to permanent employees who want the extra hours, the

vacancy may then be open for application by qualified temporary employees. EXCEPTION: entry level Food Service positions.

- H. The President may appoint one (1) Escambia ESP member to serve on the interview committee for each vacancy to be filled in this bargaining unit and for positions in any bargaining unit which supervise members of this bargaining unit, or administrative positions within departments which direct the duties of members of Escambia ESP. In cases where Escambia ESP makes an appointment to an interview committee, they shall appoint those persons based on their in-field experience, or other experience related to the position being filled. Escambia ESP members serving on the interview committee shall not receive compensation or travel pay beyond their normal work day and must have prior approval of their supervisor.
- I. All applicants for any vacancy will be provided with the same form(s) or interview formats appropriate to that position. When written questions, forms, or tests are used in the interview process, all those interviewed will be given the same questions, forms, or tests. The District will develop the written questionnaire and/or interview questions to be used in filling the vacancy. The District will provide the interview questions to the interviewee immediately prior to his/her interview. The written questionnaire and/or interview questions will be reviewed with the Escambia ESP representative for input prior to the conducting of the interview and selection process.

## VII.2 **PROMOTIONS**

- A. Promotion shall be defined as advancing from one classification to another classification with increased duties and responsibilities and a higher rate of pay.
- B. In cases where the qualifications, (such as, but not limited to, technical ability and training), of all applicants are essentially equal, current District employees shall receive preference in appointments.
- C. Unsuccessful promotion candidates will be notified in writing by the appropriate supervisor, within ten (10) days that someone else has been given the job.
- D. Reasons for not being promoted will be given in writing to any eligible employee upon request.
- E. If a promotional position is either permanently or temporarily vacant, and the District determines to award a temporary promotion for that position (as defined in Article XII.3 Assignments), all permanent employees at the school site or in the administrative cost center where the temporary promotion exists shall be notified of its availability and given the opportunity to request the temporary promotion. Notice of the temporary promotion shall include the job expectations and requirements. The most qualified employee requesting the temporary promotion shall be assigned. In cases where more than one employee requests the position and qualifications are essentially equal, the employee with the most District seniority shall receive the temporary promotion. A substitute or temporary employee shall fill the promoted employee's position. No other

position shall be affected. If no qualified employee at the school site or in the cost center is interested in the temporary promotion, the District may fill the temporary promotion with a qualified, current employee.

- F. Employees who promote to a classification one pay grade higher than their current classification, shall receive an increase of no less than 5% to their hourly rate of pay. Employees who promote to a classification two or more pay grades higher than their current classification, shall receive an increase of no less than 10% to their hourly rate of pay. However, if placement in Step 1 of the higher pay grade classification exceeds 10%, the employee shall be placed in step 1.

### VII.3 **VOLUNTARY TRANSFERS**

- A. Voluntary Transfer shall be defined as a relocation from a position in one work site or department to a position in another work site or department with the same pay grade which is initiated by the employee.
- B. The Human Resources Department shall maintain an up-to-date list of vacancies and provide said list to the Union Office on at least a bi-weekly basis.
- C. Transfer requests by current employees will be considered prior to hiring anyone from outside the School District. Employees who apply for a transfer and are interviewed shall be notified in writing by the appropriate administrator of the outcome of their application.
- D. The District will encourage immediate supervisors to honor transfer requests based on an employee's desire to work in a work site which is closer to the employee's residence than the current assignment.

### VII.4 **INVOLUNTARY TRANSFER**

- A. An Involuntary Transfer shall be defined as a change in work location which is initiated by the District.
- B. If an Involuntary Transfer becomes necessary, the employee(s) in the school or department and the Union shall be notified. Involuntary Transfers shall not be for arbitrary reasons.
- C. Each employee in the affected work site shall be provided with an up-to-date list of vacancies and will be given an opportunity to accept one of the vacant positions. If no employee in that work site voluntarily transfers, the employee will be transferred based on district-wide seniority among the employees in the affected classification, with the employees having the least amount of district-wide seniority being transferred first.
- D. Employees who are not satisfied with their placement as a result of the Involuntary Transfer because it increased their travel distance from home or reduced their salary,

shall be given consideration to achieve a Voluntary Transfer to a vacant position as soon as possible after such suitable vacancy exists.

- E. If an employee who is placed as a result of an involuntary transfer is not satisfied with their placement within six (6) months of the placement, they shall have up to two (2) opportunities to be placed in other vacant positions.

## VII.5 **DEMOTIONS**

- A. Demotion shall be defined as the movement of a permanent employee to a position in a classification description that is in a lower pay grade than the employee's current classification. A demotion may be either voluntary or involuntary.
- B. Employees who voluntarily demote to a lower pay grade classification shall receive a decrease of ten percent (10%) to their hourly rate of pay but not more than ten percent (10%), (exception: if in order to place the employee on the Board adopted salary schedule would necessitate a larger percentile decrease.)
- C. Employees who are involuntarily demoted to a lower pay grade classification shall receive a decrease of five percent (5%) to their hourly rate of pay but not more than five percent (5%).

## VII.6 **REDUCTION IN PERSONNEL AND RECALL**

- A. In the event that the Board or the Superintendent determines that a reduction in personnel is necessary, written notice will be provided to the Union at least ten (10) work days prior to the effective date of the layoff which outlines the proposed number of employees affected, the locations, and the reason for such reduction.
- B. In the event of a reduction of the number of employees in any classification in any work site or department, the Board shall lay off employees District-wide within that classification in reverse order of the employees' seniority.
- C. Employees affected by a reduction in personnel in any work site or department will choose a position for placement, or will be eligible to bump, in order of District seniority within their classification. Employees will first choose in order of seniority from among the vacancies in their classification, in accordance with the following provisions:
  - 1. If vacancies are available in the affected employee's classification where work schedule (number of days and hours per day) matches the work schedule of the employee at the time of the reduction, the employee must choose from the vacancies that are available. Passing on the offer of such vacancies is not an option. An employee may be placed in a position with a longer work schedule only if the number of vacant positions in the classification with the longer work schedule exceeds the number of employees in that classification with that work schedule who need to be placed.

2. If there are no or not enough vacancies in the classification to match the number of employees in the classification that have been reduced, the most senior employee(s) in the classification needing placement may, in seniority order, bump the least senior in their classification that matches their work schedule at the time of the reduction.
3. As an alternative to bumping, the employee may accept placement in a vacant position in a lateral or lower classification for which the employee is qualified, and will receive a demotion if a lower classification is accepted.
4. An employee who is bumped may bump the least senior employee in their classification that matches their work schedule at the time of the reduction. As an alternative to bumping, the employee may accept placement in a vacant position in a lateral or lower classification for which the employee is qualified, and will receive a demotion if a lower classification is accepted.
5. Following all placements, the District will for a period of six (6) months, give the right of first refusal, in seniority order, to employees who were demoted due to bumping or placements, for any vacancy that occurs in the employee's original classification that matches or is less than their original work schedule.

In the event placements and/or bumping occur, the parties will mutually agree on resolution to any situation not anticipated by this language.

- D. Employees that are laid off shall be called back to service within affected classifications according to their seniority. The Board shall recall each employee by telephone or in person and confirm the recall by certified United States mail or hand delivery to the last known address.
- E. Each employee who wishes to be recalled shall notify the Board of their current address. An employee who receives notice of recall will inform the Board of his/her intent to accept or reject the recall order within seventy-two (72) work hours after receipt of the notice. Except in case of emergency, an employee's failure to do so will forfeit all rights to recall.
- F. Except in case of extenuating circumstances, an employee who has notified the Board of acceptance of the recall and who, thereafter, fails to report at the agreed upon time, shall forfeit all rights.
- G. No new employees shall be hired in affected classifications until all laid-off employees have been rehired.
- H. Employees who have been laid off shall be placed on a priority substitute list for their classification (if applicable) and shall be offered substitute work before any temporary or substitute is called.
- I. An employee recalled from a reduction in personnel (lay off) shall be placed on the salary schedule in the following manner:

1. An employee recalled less than one year following the layoff shall be placed on the step they would have been on if they had not been laid off, and shall not have a break in seniority.
2. An employee recalled after more than one year but less than two years following the layoff shall be placed on the step they held at the time of the lay off, and shall not have a break in seniority.
3. An employee recalled more than two years following the layoff shall be placed on the step they held at the time of the lay off, and shall have a break in seniority, however, their years of District service prior to the layoff shall count as years of District seniority, along with service following the recall.

## **VII.7 CONSOLIDATION OF FACILITIES**

In the event that two (2) or more worksites are consolidated:

- A. All employees in any affected worksite shall be notified that a consolidation is anticipated. A list of all current bargaining unit vacancies shall be provided to all employees at the affected sites.
- B. Employees from the worksites involved in the consolidation who so desire shall be placed in equivalent positions in the consolidated site based on their District seniority providing technical ability and training can be demonstrated to be equal through an objective process which will be developed mutually by the parties.
- C. Employees in the sites to be consolidated who desire a placement in other than the consolidated site, shall be given priority consideration for voluntary transfer to available vacant positions.
- D. If the consolidation process results in more employees than positions available, the involuntary transfer process shall be implemented as specified in Article VII.4.

## **VII.8 CLOSING OF FACILITIES**

In the event that a worksite is closed:

- A. All employees in any affected worksite shall be notified that a closing is anticipated. A list of all current bargaining unit vacancies shall be provided to all employees at the affected site.
- B. Employees in the site to be closed shall be given priority consideration for voluntary transfer to available positions.
- C. Involuntary transfers shall be processed as specified in Article VII.4.



VII.9 **WORKERS' COMPENSATION RETRAINING AND JOB PLACEMENT GUIDELINES**

A. GENERAL PROVISIONS

1. The District will establish Retraining and Job Placement Guidelines for employees who have suffered an injury covered by Workers' Compensation.
2. Nothing in this article may be construed to be in conflict with Florida Workers' Compensation Law.
3. When successful placement of the employee in a vacant permanent position occurs, the provisions of these Workers' Compensation Retraining and Job Placement Guidelines will no longer apply and the employee will be subject to all other provisions under this contract.

B. EMPLOYEE ELIGIBILITY AND PARTICIPATION

1. An employee who reaches maximum medical improvement according to all approved treating physicians or statutory maximum medical improvement (MMI), whichever comes first, but who is unable to fill the physical requirements of his/her position, may be eligible for the program.
2. The employee will be evaluated by a qualified rehabilitation provider approved by the Florida Division of Workers' Compensation for vocational skills and aptitude to determine an appropriate course of job retraining and/or placement for the employee.
3. Employee input will be given due consideration during the evaluation, retraining and placement phases of the program.
4. Following vocational evaluation the employee may be:
  - a. Placed in a vacant, authorized position for which he/she is qualified without additional training,
  - b. Assigned for on-the-job training which will be followed by placement in a vacant, authorized position, or
  - c. Required to attend an appropriate retraining program which will be followed by placement in a vacant, authorized position.
5. If vocational evaluation determines that an employee is not re-trainable, the District will make a good faith effort to find a suitable placement for the employee.
6. An eligible employee who refuses vocational evaluation shall be terminated.
7. If vocational evaluation determines that retraining of the employee is feasible and the employee refuses to participate in the retraining, the employee shall be terminated.
8. If after retraining, the employee refuses to accept a job placement for which he/she is qualified or retrained, the employee shall be terminated.

C. JOB RETRAINING, PLACEMENT AND COMPENSATION

1. An employee in this program will receive all negotiated raises and maintain his/her seniority.
2. Training may be provided by the District on the job, in which case the employee will continue to be compensated at the rate of pay determined by his/her pay grade and step at the time of the injury.
3. Retraining may be provided through an appropriate education program, in which case the employee will be compensated at a rate prescribed by the provisions of the State of Florida's Workers' Compensation Statutes.
4. Following completion of the retraining period, the District shall place the employee in an appropriate vacant position, if available, at which time the employee's pay grade will be adjusted to the pay grade of the assigned position.
  - a. If the assigned position is a lateral move from the employee's position at the time of injury, the employee's pay grade and step will not change.
  - b. If the assigned position is a demotion from the employee's position at the time of injury, the employee's pay grade will be adjusted to the lower pay grade, and the step will be increased so that the employee does not lose pay unless the resulting step is the top step (31), in which case the employee's pay grade and step will not change. If the employee's current pay rate exceeds the highest pay rate of the lower pay grade, then the employee's pay grade and step will not change.
  - c. If the assigned position is a promotion from the employee's position at the time of injury, the employee's pay grade and step will be adjusted in accordance with Civil Service Rules (or current contract provisions) regarding promotional pay.

D. PLACEMENT PROBATIONARY PERIOD

1. If an employee is placed in a position through the Retraining and Job Placement Guidelines, the placement probationary period shall be determined by the conditions of the placement.
  - a. If an employee is temporarily assigned to a position to receive on-the-job training, and is later permanently assigned to that vacant, authorized position or a lateral, vacant authorized position in the same classification, the on-the-job training period shall serve as the probationary period. An on-the-job training assignment period will not exceed twelve (12) months, to be followed by placement in an appropriate vacant position.
  - b. If an employee is required to attend an outside job retraining course followed by placement in a promotional position, the employee shall serve the six (6) month promotional probationary period. During the six (6) month promotional probationary period, the District and the employee will work to resolve job related difficulties that may arise with the placement. If the supervising

administrator determines that the employee is not successful during that probationary period, the employee may be terminated.

- c. If an employee is required to attend an outside job training course followed by placement in a lateral or demotional position for the employee, the employee shall serve no placement probationary period.
- d. If an employee is placed in a vacant, authorized position where no retraining is needed, and which is a promotional placement for the employee, the employee shall serve the six (6) month promotional probationary period. If the supervising administrator determines that the employee is not successful during that probationary period, the employee will be placed in an appropriate job training program. In such a case, the employee's pay will revert to the pay grade and step of the position he/she held at the time of injury while the employee is in on-the-job training, or as is appropriate under State of Florida Workers' Compensation Statutes if the training is through a formal educational program.
- e. If an employee is placed in a vacant position where no retraining is required, and which is either a lateral or demotional placement for the employee, the employee shall serve no placement probationary period.

#### 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.

#### B. Promotional Probationary Period

All promotions shall have a six (6) month probationary period. If the probationary period is not satisfactorily completed or if the promoted employee decides not to accept the promotion, the employee shall return to his/her previous position at the same worksite. If acceptable to the employee, he/she may be placed in a vacant position, comparable to his/her previous position. Upon request by the employee, the principal/supervisor shall discuss with the employee, the progress of the probationary period and/or any serious deficiencies which could result in non-satisfactory completion of the probationary period.

C. Placement Probationary Period

Employees who fall under the provisions of Section VII.9 Workers' Compensation Retraining and Job Placement Guidelines may serve a six (6) month placement probationary period as specified in Section VII.9.

## ARTICLE VIII

### SENIORITY

#### VIII.1 TYPES OF SENIORITY

- A. "Seniority" shall accumulate from the employee's permanent date of hire with the Escambia County School District. The permanent date of hire shall be the date when the employee is hired for a position within the Union of Escambia ESP bargaining unit. Years earned under the Civil Service System shall count as additional years in calculating "District Seniority".
- B. "Departmental seniority" shall accumulate from the employee's permanent date of hire within a specific department.
- C. "Shop seniority" shall accumulate from the employee's permanent date of hire within a specialized skill area.
- D. "Classification seniority" shall accumulate from the date of appointment to the employee's classification and shall be utilized only when all other factors are equal among the applicants.
- E. "Work site seniority" shall accumulate from the date of permanent assignment to a specified work site or center.
- F. Where employees are hired on the same date, their seniority order shall be determined by lottery among all employees hired on that date. Employees hired prior to the 1995-96 year who were assigned seniority order alphabetically by last name among others hired on the same date, shall maintain that place in the seniority rankings, regardless of any name change which may subsequently occur.

#### VIII.2 SENIORITY PROVISIONS

- A. The Board shall maintain and post an up-to-date, step pay grade seniority roster, including name and date of hire, and shall forward a copy to the Union semi-annually.
- B. Mechanics, Maintenance Workers and Custodial Workers shall be allowed to choose their work shift by seniority in the work area assigned by the immediate supervisor.
- C. Seniority shall prevail in cases of involuntary transfers and/or District reassignments, bidding, shift assignments, extra duty assignments, length of work day and annual leave scheduling (unless stated otherwise in Article XII – Hours and Working Conditions).
- D. Seniority shall prevail in transfer providing related knowledge, technical ability and training is essentially equal.

- E. Seniority shall prevail in promotion provided technical training, knowledge and related experience are essentially equal. Pertinent factors such as performance ratings, attendance and disciplinary records for the past two (2) years shall be a consideration.
- F. Resignations and similar breaks in service, except approved leaves, shall constitute a break in seniority. Seniority after a break in service shall begin from the most recent date of permanent hire.

## ARTICLE IX

### EMPLOYEE DISCIPLINE

#### IX.1 **DISCIPLINE DEFINED**

Discipline shall be defined as any action designed to correct behavior or bring about desired performance improvement. Discipline shall include, but is not necessarily limited to warning conference, counseling, verbal reprimand, written reprimand, suspension with pay, suspension without pay and dismissal.

#### IX.2 **APPROPRIATE DISCIPLINARY PROCEDURES**

- A. Discipline of any type shall be administered only by the appropriate supervisor or administrator.
- B. All discipline shall be progressive, fair and only for just cause.
- C. Prior to any action to discipline an employee, the appropriate administrator and/or supervisor shall discuss the nature of the situation and suggest remedies to alleviate the problem.
- D. Only records for the most recent five (5) years of employment may be used for general disciplinary reasons. When discipline is to be administered involving the operation of District vehicles, the District may review the driving record of the employee for the past five (5) years.
- E. When an employee is having difficulty doing his/her job or in his/her attendance at work, or is violating School Board policy or the Master Contract, the following steps shall be taken:

##### 1. Step I - Counseling Session

The appropriate administrator or supervisor shall hold a counseling session with the employee and attempt to help the employee overcome his/her difficulties. A copy of any record of this counseling session shall be retained by the administrator or supervisor and a copy given to the employee. The Counseling Session Form is entered as Appendix D in this Agreement.

Supervisory employees covered by this contract (those positions formerly covered by the contract with the Escambia Association of Supervisory Employees) shall be authorized to conduct informal warning conferences and counseling sessions with employees under their supervision, provided the supervisory employee has received proper training in how to do so.

2. Step II - Consideration of Disciplinary Action
  - a. Prior to further disciplinary action, the appropriate administrator and/or supervisor of the employee shall provide written notice to the employee of the nature of the complaint and all pertinent information giving an accurate accounting of the offense or problem and the time and the date of the offense and allow the employee time to secure appropriate representation. A conference shall be scheduled to discuss the disciplinary action being considered. A copy of such notice shall be provided to the employee at least one full work day prior to discussing any consideration of disciplinary action. The employee shall have the right to have a Union representative attend the conference. It shall be the responsibility of the employee to secure appropriate representation.
  - b. During the course of the conference for consideration of disciplinary action, the District may determine that a counseling session is warranted rather than further disciplinary action. In that case, a Counseling Session Form shall be completed.
3. Step III - Disciplinary Action Meeting
  - a. The appropriate administrator and/or supervisor shall notify the employee in writing at least one (1) full day in advance of the date and time that any Disciplinary Action Meeting shall take place. The purpose of the meeting will be for the administrator to present the employee with notice of the disciplinary action to be implemented. Prior to such meetings, the employee shall have been provided a copy of the written notice containing information and an accurate accounting of the offense. Said notice shall also inform the employee that he/she has a right to have a Union representative present when the disciplinary action is given, and that it is the responsibility of the employee to secure this representation.
  - b. If the employee fails to attend the meeting, outlined in a. above, the Notice of Disciplinary Action may be provided by delivery in person or certified mail (return receipt requested) to the employee.
  - c. It shall be the responsibility of the appropriate management authority to make sure that all information is accurate.
  - d. Should any offense occur which indicates a need for immediate action and the appropriate administrator and/or supervisor is unavailable, the chain of command will be followed.
  - e. It shall be the prerogative of the employee to divulge any information to the Union.



### IX.3 **EMPLOYEE RIGHTS IN DISCIPLINARY ACTION**

- A. Any employee who is ordered to appear before their administrator for discipline shall have the right to be represented by a Union Representative. An employee will not be disciplined or discharged, nor will entries be made against his/her record, without just cause. In each case where disciplinary action is taken, the employee will be given a complete written statement of the precise charges against him/her and the disciplinary action to be taken. Such written statement will be furnished to the employee in person, or by certified mail, return receipt requested, prior to the commencement of such discipline.
- B. Employees will not have their shifts, routes, or job sites changed to resolve problems between employees, unless all other possible remedies have been exhausted.
- C. All personnel records kept by the Escambia County School Board on an employee shall be available for the employee's inspection. All records on an employee which are kept at various work sites shall be made available for inspection, upon reasonable notice to the custodian of the records. The employee shall receive a copy of any change made in any personnel file within five (5) days of said change.
- D. Union members shall have the right to Union representation in any meeting in which disciplinary actions are anticipated or may take place. If any meeting develops to a point that discipline is indicated, the employee shall be so notified and may then seek appropriate representation. If a meeting involves discipline or the potential thereof, the employee shall have the right to request a Union representative at any time during said meeting.
- E. No material related to a potential disciplinary action may be placed in an employee's personnel file until all investigations, conferences, and any appeals (including grievance) have been completed.
- F. Each employee shall have the right to review and reproduce the contents of his/her personnel file or may authorize in writing the Union staff or President to review his/her file.
- G. Employees shall be provided, and may be requested, to initial a copy of any material which is to be placed in any personnel file. Refusal to initial shall be indicated by the supervisor and dated. Material that has not been made known to the employee shall not be admissible in any action against an employee. Any material found to be inaccurate, unfounded, inappropriate, or from an anonymous source or any records of any discipline found through grievance, legal proceeding or Board action to be unfounded, the record of the employee will be expunged and the material shall be given to the employee.
- H. In lieu of termination, an employee may request a demotion or lateral transfer to another position within the School District. If such a request is made, the superintendent and/or

his designee shall have the right to determine if the transfer is acceptable and to which position the employee is transferred. This aforementioned position must be open and previously advertised internally with no successful applicant selected. The denial of the request for a demotion or lateral transfer is not grievable.

#### **IX.4 COMPLAINTS**

- A. When the School District receives a complaint about an employee that may involve discipline, the District shall notify the employee of the nature and source of the complaint.
- B. If disciplinary action is anticipated, based solely on a complaint, the complainant(s) will be present at the Superintendent's hearing when requested by the Union and employee.
- C. No action may be taken against an employee based on anonymous complaints, information, or documents. The employee shall be notified that an anonymous complaint has been received, but no further action may be taken. No record of this complaint may be placed in any personnel file.
- D. No action shall be taken against a bargaining unit employee on the basis of a complaint by parents, students or other individual unless the incident is investigated and verified by the District.

#### **IX.5 DISCIPLINE INVOLVING IDENTIFICATION BADGES**

Except in the cases of reoccurring or habitual conduct, employees shall not be disciplined or charged for the replacement of damaged or lost identification badges.

#### **IX.6 DISCIPLINE INVOLVING VEHICLE OPERATION**

- A. If for any disciplinary reason an employee is directed by the Board to attend Defensive Driving School or other appropriate driver training, the employee who is being disciplined will not be paid his/her regular hourly rate of pay while attending said class or school. This provision shall be interpreted to reduce pay only if said class or training occurs during the regular work hours and pay will be reduced only during actual time lost. The employee will be responsible for all costs connected with the school or class. Disciplinary action related to vehicle operation shall be fair and progressive.

#### **IX.7 DISCIPLINE INVOLVING DRUG OR ALCOHOL ABUSE OR DEPENDENCY**

- A. Statement of Beliefs:

The parties to this agreement believe it is a paramount duty of teachers, administrators and staff to provide a safe learning environment for students free from influences and behaviors that place students or employees at risk. We believe it is inappropriate for

any teacher, administrator or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, we are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for evaluation and/or treatment for drug or alcohol abuse or dependency.

B. Employment practices for employees who test positive for drug and/or alcohol based on “Reasonable Suspicion,” Workers’ Compensation screening, “Safety Sensitive” random screening or Post Accident testing:

1. The District and the Union will establish protocols including current District practices for implementing drug or alcohol screening in compliance with Florida Statute 112.
2. Employees may be required to submit to drug and/or alcohol screening based on:
  - a. Documented “Reasonable Suspicion;”
  - b. A Workers’ Compensation eligible accident or injury;
  - c. Required safety sensitive employment random testing; or
  - d. Post-accident testing
3. The District shall notify the employee that she/he is going to be required to submit for drug or alcohol testing. In the event that the employee requests representation/consultation with the Union, further discussion of the situation shall be prohibited until representation/consultation can occur unless such representation is found to be unavailable or the employee voluntarily waives their right to representation. Securing such representation/consultation shall not delay unduly employee compliance with the required testing (not to exceed thirty (30) minutes). In the event that representation or consultation is not available in person or telephonically within the specified time, the employee shall be directed to submit for testing.
4. Refusal to submit to a required drug or alcohol screening shall constitute a “positive” test result for purposes of this provision.
5. If immediate action is required to remove an employee from a potentially hostile atmosphere, to restore the smooth operation of the school’s programs or to otherwise protect employees and students, the District may administratively reassign the employee to another worksite or his/her residence in order to conduct an appropriate investigation. The employee shall be afforded notice, the right to representation and appropriate due process.
6. Upon receipt of a positive test result in a first offense drug or alcohol screening, the employee may be administratively reassigned to her/his home pending appropriate due process procedures. The employee shall be recommended for suspension without pay until she/he completes a District and Union approved Substance Abuse Professional (SAP) evaluation and the drug/alcohol dependence or abuse rehabilitation program at the employees’ expense as recommended by the SAP.

(The employee may utilize the District Health Care Program to the extent specified for the rehabilitation program in the DHCP.)

7. Employees who refuse to comply with the District's requirement for SAP evaluation or fully comply with the SAP program of rehabilitation shall be subject to termination. Termination based on an employee's refusal to comply with the District's requirement for SAP evaluation or early, unauthorized exit from a prescribed program shall not be grievable under the provisions of this Master Contract.
8. Employees testing positive for drug or alcohol in a work setting for the first offense shall be counseled about their rights and responsibilities at the first available opportunity, not later than three (3) work days following written notice of a positive drug or alcohol test. These rights and responsibilities shall include but may not necessarily be limited to:
  - a. Due process procedures, including proper notice of potential discipline consistent with this Article shall be provided.
  - b. "First time" offenders shall receive notice in writing of the employee's right to participate in a comprehensive drug/alcohol evaluation and prescribed drug/alcohol rehabilitation program.
  - c. "First time" offenders who satisfactorily complete a comprehensive program of rehabilitation and sign a "Return-to-Work Agreement" (Appendix F) shall be entitled to return to work in a position consistent with the recommendation of the SAP.
  - d. Employees returning to work under this provision shall be subject to "On Demand" drug/alcohol screening collected at a District and Union approved facility at her/his expense (any tests required in excess of six shall be paid by the District) for a period not to exceed two calendar years. The frequency of testing shall be determined by the SAP.
9. Repeat drug/alcohol offenders are subject to dismissal. Said dismissal procedures shall include normal disciplinary due process notice and procedures including those outlined in this Article. Dismissal for a repeat drug/alcohol offense shall not be grievable under the provisions of this Master Contract.

C. Employment practices for employees who are charged or convicted of a drug-related offense:

1. Any employee charged with a drug related offense, either at work or while off duty shall be placed on administrative leave with pay until the first regular Board meeting at which time the employee shall be suspended without pay, pending conclusion of the District's investigation and/or recommendation for disciplinary action.
2. Any employee convicted of a drug related offense either at work or while off duty shall be subject to termination in accord with the provisions of the contract relating

to Dismissal. Dismissal for conviction of a drug related offense shall not be grievable under the provisions of this Master Contract.

## ARTICLE X

### **EMPLOYEE PERFORMANCE EVALUATION**

#### **X.1 PERFORMANCE EVALUATION RESPONSIBILITY**

Performance evaluation is the responsibility of the appropriate supervisory/administration personnel. Supervisory personnel, including but not limited to curriculum coordinators, educational resource teachers, teachers in charge and non-site based administrators, may conduct performance evaluations. However, if at the midyear review it is determined that an employee's evaluation may lead to an unsatisfactory result, the appropriate supervisory/administrative shall assume the responsibility of observing and finalizing the evaluation. Prior to participating in an Employee Performance Evaluation, all personnel shall be trained in the process. Performance evaluation shall be conducted fairly and objectively to accurately reflect the job performance of employees and to provide appropriate assistance where needed.

#### **X.2 PERFORMANCE EVALUATION – GUIDING PRINCIPLES**

- A. Performance Evaluation shall be based on job performance and expectations which are known to the employee in advance, in writing through the electronic system.
- B. Evaluation shall be based on observation and employee performance for evaluation purposes. No clandestine or electronic devices may be used in observation for evaluation purposes. It shall be conducted openly and with full prior knowledge of the employee. All observation for evaluation shall be conducted at the employee's normal work location.
- C. Performance evaluation for members of this bargaining unit shall be conducted throughout the work year and finalized annually consistent with the provisions of this article and using the form which appears as Appendix E.
- D. A copy of any completed final observation document and/or evaluation instrument shall be provided to the employee upon request.
- E. Each employee shall be given his/her assessment final results and shall have an opportunity to discuss such results with his/her principal/supervisor prior to June 1 of each school year for ten (10) month employees and June 30 for twelve (12) month employees, providing the employee was employed prior to January 1 of the year in question. Both parties agree that a yearly timeline will be published and adhered to each year. An employee with an Unsatisfactory evaluation rating will receive one or two strategy for improvement within ten (10) working days of the Unsatisfactory rating being logged into the electronic system to guide the improvement process with the employee. The employee should be provided a written/printed copy of the strategies given. The employee should have a month to complete the strategies for improvement. When the completed strategies lead to performance improvement, the rating may be moved to a higher rating. After the final review, the employee and the principal/supervisor may both electronically sign the assessment and the electronic

copy will be archived in the electronic system. The employee's signature indicates that he/she understands the assessment criteria and has had an opportunity to review his/her completed assessment with the principal/supervisor; it does not signify agreement. Employees have the right to attach comments in writing to the assessment instrument. These comments will be a part of the assessment report in the electronic system.

- F. No employee shall receive adverse comments from the manager/administrator and/or principal/supervisor in the presence of students, parents, or staff members regarding performance evaluation. All comments regarding an employee's professional performance shall be communicated directly to the employee.
- G. An employee with an overall final Unsatisfactory rating, shall be placed on a ninety (90) day improvement plan after the plans are finalized, and, in the case of a ten (10) month employee, once an employee returns to work the following year. The employee has the right to request a different evaluator to conduct the ninety (90) day process. The evaluator, the District and the employee will meet three (3) times during the ninety (90) day process to discuss progress. The employee has the right to union representation at the meetings. At each meeting, additional strategies will be provided if improvement has not occurred. Documentation of the ninety (90) day process is required during each meeting. At the completion of the ninety (90) day process, or at any time during the process, the evaluator may request with documentation that the employee be released from the process for successful completion.
- H. If strategies implemented did not demonstrate improvement and the overall Unsatisfactory rating remains after the ninety (90) day evaluation process, the employee could be involuntarily demoted or recommended to the Board by the Superintendent for termination. Employees who are terminated will maintain their rights to grieve in accordance with Master Contract or appeal to DOAH.
- I. The District will begin training educational support employees and supervisors during the summer and fall of the 2018-2019 school year on the timelines, the electronic system, evidence, and improvement strategies. The formal evaluation with the ninety (90) day improvement plan and policy will begin for the evaluations beginning July 1, 2019, giving the administrators and employees one (1) year to train and learn the new process.

### X.3 **PROBATIONARY EVALUATION AND ASSISTANCE**

Upon request by the employee, the principal/supervisor shall discuss with the employee, the progress of the probationary period and/or any serious deficiencies which could result in non-satisfactory completion of the probationary period. The absence of serious deficiencies in the progressive report does not guarantee employment past the probationary period.

#### X.4 **PERFORMANCE EVALUATION COMMITTEE**

The Committee will be comprised of three (3) representatives of the District, appointed by the Superintendent, 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.

The District shall train the evaluators on the process and how to collect evidence each summer/fall of each new evaluation cycle.



## ARTICLE XI

### EMPLOYEE PROTECTION

#### XI.1 ASSAULT AND/OR BATTERY

- A. Any case of assault and/or battery upon an employee occurring in the course of the employee's performance of his/her duty shall be promptly reported to the appropriate manager/supervisor. Time lost due to recuperation, as verified by District approved physician, shall result in no loss of pay, time or benefits if approved by the Board.
- B. The District will advise the employee of his/her specific rights and obligations with respect to such assault and/or battery and will advise and assist the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Bus Operators shall be provided with standardized student referral forms for the purpose of making referrals to the appropriate administrative personnel. When such a referral is made, the employee shall receive a copy of the completed disciplinary referral noting any appropriate action taken.
- D. Any student striking or physically threatening an employee shall be subject to expulsion. Provisions of this Section in regard to ESE students shall be consistent with District ESE policies and procedures.

#### XI.2 EMPLOYEE RIGHTS

- A. Time lost due to court appearances or meetings related to an incident covered by this article at Board request shall result in no loss of pay or benefits.
- B. Employees who are called upon to provide testimony, affidavits or otherwise be involved in defense of the District may be advised by School District attorneys and/or Union Representatives upon request of the employee.
- C. Except in case of damage due to employee negligence, eyeglasses which are damaged or destroyed in restraining of students or as a result of a student attack during the employee's performance of School Board duties shall be replaced or repaired by the District.
- D. Employees shall be notified of their right to Union representation before commencing any interview in the presence of District personnel. (i.e. interrogatory or disciplinary).
- E. The District shall annually inform employees of the provisions of the District's Drug Free Workplace Policy.
- F. Employees in this bargaining unit are valuable partners in the School District and as such shall be treated with respect and dignity. No adverse comments shall be made to

any employee in the presence of other District employees, students, parents or other visitors.

G. Employees shall be free to exercise normal citizenship rights including political activity and union participation or non-participation. Employees should refrain from active political and/or union activities during assigned work time.

H. Fitness for Duty Exam

1. Prior to requiring a Fitness for Duty exam, the District shall counsel the employee to assist in determining the necessity of the exam, unless there is an immediate health or safety risk to the employee or another person.
2. If the District determines that a Fitness for Duty exam (either medical or psychological) in accordance with Florida Statutes is required, the employee shall be placed on administrative leave with pay until the Fitness for Duty exam can be completed.
3. The District shall provide the employee with a list of doctors from which he/she may choose to do the examination. The District shall pay the full cost of the Fitness for Duty exam. If the employee does not agree with the findings of the Board's physicians, he/she will have the right to submit to the Board the results of a medical examination by his/her own physician, qualified to treat the condition for which the Fitness for Duty exam was required, at the employee's expense.
4. At completion of the exam, a meeting will be held with the employee to report the outcome of the exam and determine next steps.

## 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. The pay (compensatory time) will be equal to no less than straight time for two (2) hours regardless of the amount of time reflected on the call out time sheet or one and one-half (1½) times their hourly rate once that amount is greater. 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.
- 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. The parties will work together to develop a form for employees to use (see appendix) when requested to work overtime, to designate whether they will accept compensation for the extra work in time or in pay.

#### XII.2 WORKING CONDITIONS

- A. Each 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. 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, however, if no permanent employee is available in the shop with the extra duty, employees with 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. Work loads 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."
- 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.
- 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.

### **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 (7<sup>th</sup>) working day of such assignment, retroactive to the first (1<sup>st</sup>) 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 transfer or reassignment shall be reimbursed by the District for the cost of the fingerprinting. Employees who are required to acquire HRS certification or other course work as a result of 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.

## XII.5 **WORKSITE SAFETY**

- 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 such students.



- 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 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. 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 and two (2) 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 points occurs using the Type I or Type II School Audit Sheet, 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.
- 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**

- A. Escambia ESP representation shall be ensured in all general meetings of management and employees, including Advisory Committee meetings.

- B. The Maintenance Employee Committee shall be composed of three (3) Escambia ESP members appointed by Escambia ESP and three (3) representatives of the Maintenance 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 7:00 a.m. There are times that employees will be required to work different hours and different work days so that school functions will not be interrupted.

**XII.10 HOURS AND WORKING CONDITIONS - MECHANICS**

- A. The Transportation Mechanics Committee shall be composed of two (2) Escambia ESP members appointed by Escambia ESP and one (1) representative of the Transportation Mechanics Department appointed by the District. The committee shall discuss and provide input on issues related to the Transportation Mechanics Department.
- B. Transportation Mechanics and Maintenance Workers shall be allowed to choose their work shift by seniority in the work area assigned by the immediate supervisor.

**XII.11 HOURS AND WORKING CONDITIONS – WAREHOUSE EMPLOYEES**

- A. Warehouse employees who enter freezer storage areas shall be provided proper shoes and clothing to protect against cold temperatures at no cost to the employee.
- B. Warehouse employees may, on certain occasions and circumstances, be provided opportunities to work in other warehouse positions in order to become familiar with the duties.
- C. When a truck assignment is vacant on a temporary basis, the most senior employee who has a Commercial Driver License shall be offered the opportunity to take the assignment.

**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. Paraprofessional Career Ladder
1. The purpose of the Paraprofessional Career Ladder is to provide 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)].
  3. The classifications above Rung I on the career ladder reflect different options for meeting the requirements specified in the NCLB, and also provide recognition of higher levels of professional qualification.
  4. Following is a list of the rungs of the Paraprofessional Career Ladder. An employee will move to the next higher rung of the career ladder immediately upon meeting the qualifications of that rung.
    - a. Rung I – Pay grade: Meets state and local requirements for employment, but does not meet NCLB requirements.
    - b. Rung II – Pay grade plus a supplement of two percent (2%) of base hourly rate: NCLB 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 III – Pay grade plus a supplement of four percent (4%) of base hourly rate: NCLB qualified by earning forty-eight (48) 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 III must earn one hundred twenty (120) points of approved staff development hours every five (5) years to maintain Rung III.
    - d. Rung IV – Pay grade plus a supplement of six percent (6%) of base hourly rate: NCLB 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 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.

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.

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.



## ARTICLE XIII

### SUMMER EMPLOYMENT

#### XIII.1 GENERAL PROVISIONS

- A. The District shall notify all regular ten (10) month employees in each classification about employment opportunities by classification during the summer by placing notices in all work areas of affected employees. Employees shall be allowed to sign up for consideration for summer work annually.
- B. Duration of summer employment will be determined by the length of the program at the assigned worksite.
- C. Permanent ten (10) month employees working during the summer shall be paid according to the classification in which they work.
- D. Only permanent employees are eligible for summer employment, unless none, or not enough, permanent employees apply for the available summer positions.

#### XIII.2 CLERICAL/CLASSROOM EMPLOYEES

- A. Summer school clerical/classroom employees covered by this Agreement shall be hired from the work site according to work site seniority of the applicants prior to other nine (9) or ten (10) month employees being considered.
- B. For purposes of summer employment, "work site" shall mean the school or center where a summer school session is held. "Clusters" shall include all schools/centers whose students are enrolled in a specified work site's summer session. When students are assigned to designated "cluster" schools for summer sessions, all schools/centers which serve students during the regular school year shall be assigned to a cluster for purposes of summer school employment.
- C. Employees will first be hired by work site seniority within classification at the summer school work site. If no one, or not enough employees in that classification at that work site wants to work summer, the position(s) will be opened to other employees at that work site, by seniority, who are in the same or lateral positions. If the position(s) remains unfilled, it will be opened to employees within that summer school cluster by district seniority within that classification. If the position(s) still remains unfilled, it will be opened to employees District-wide by District seniority within that classification.

#### XIII.3 BUS OPERATORS AND BUS ASSISTANTS

- A. A summer employment register for Bus Operators will be established annually for summer employment.

- B. A summer employment register for Bus Assistants will be established annually for summer employment.
- C. Regular ten (10) month employees shall have the opportunity for summer employment in order of District seniority.
- D. Bus Operators may sign up for both the driving and assistant registers, however, bus assistants in the regular school year shall be placed in bus assistant positions first. If insufficient bus assistants apply, bus operators shall be offered the opportunity to accept bus assistant positions.
- E. Employees who sign up for the registers may accept or reject a summer position when offered. If they accept a job on any register, their name will be deleted from the other register. Employees who accept substitute work shall be considered for other positions which become available.
- F. Regular Bus Operators who are only able to be assigned as substitutes in the summer program, shall be paid their regular rate of pay. Routes for summer programs shall be offered by seniority as early as possible after summer sites are determined. Add on runs for time shall be offered to the most senior drivers first, in their geographical area.
- G. Those employees who sign up for the summer registers who are not offered summer work shall constitute the pool of summer substitutes and shall be offered substitute work based on their District seniority. If an employee is off his/her bus, except for sick leave, more than five (5) consecutive days, he/she forfeits their summer employment. The next senior employee on the summer register will be offered the job, and may accept or reject. If it is estimated that the job will involve less than ten (10) working days, substitutes will be used. If the job will encompass more than ten (10) working days, a rejection by the next senior employee on the register for the job will cause them to forfeit their position, i.e., seniority on the register.
- H. Only Bus Operators and Bus Assistants who sign up for summer work shall be offered an opportunity to sign up for the summer field trip list, however, an employee who is offered summer work but who refuses the summer work shall be removed from the summer field trip list.
- I. Issues and problems relating to Bus Operator and Bus Assistant summer employment will be addressed cooperatively by the Union and the District through the Bus Employee Committee.

#### XIII.4 **FOOD SERVICE PERSONNEL**

- A. Kitchens designated as summer centers shall be posted as early as possible after they are determined. Employees will be provided an opportunity to request summer work annually.

- B. Regular ten (10) month employees who request summer work but who are not placed shall form the pool for substitute workers. No temporary or substitute workers may be called for summer substitute work unless no regular ten (10) month employee accepts.
- C. Food Service Assistant summer school employees covered by this Agreement shall be hired by work site seniority, prior to other nine (9) or ten (10) month employees being considered. Summer jobs will be assigned to employees most able to perform the task as determined by the Supervisor.
- D. Food Service employees who drive satellite vehicles during summer school shall be paid five percent (5%) extra.
- E. In schools which serve as Summer School centers, one (1) day of set up time shall be provided prior to the beginning of the summer session and one (1) day of time shall be provided immediately following the summer session for closing the kitchen.
- F. The Food Service Committee shall have input regarding operation of the Food Service program during the summer.
- G. Food Service Manager and Assistant Manager Summer Employment
  1. Two (2) seniority lists, one (1) for Managers and one (1) for Assistant Managers, based on District seniority, will be followed in determining summer employment assignments. These lists will include all Manager and Assistant employees. For purposes of assignment to the Manager or Assistant Manager list, employees' regular, permanent classification will be used rather than any classification held based on a temporary promotion/assignment.
  2. The School Food Service Department will develop a list of available Manager and Assistant Manager summer assignments, ranking projected base kitchen configurations from largest to smallest. The most senior employee from the appropriate job classification will be contacted first to make their selection from the available assignments. The list will then be followed in District seniority order until all of the available positions are filled. If Manager and Assistant Manager positions become available following the initial assignment process, selection will resume with the next most senior employee on the list.
  3. If an employee declines to work in an available Manager or Assistant Manager position in their classification when contacted, for any reason other than appropriately documented medical reasons, she/he shall be required to sign a written waiver stating that she/he does not wish to select an assignment for that summer and that she/he understands she/he will not have an opportunity to work summer in her/his classification until the next year in which her/his name, in District seniority order, appears on the list.
  4. If an employee declines to work summer for a medical reason, she/he shall be required to provide verification from a licensed physician that a medical reason exists. That employee will be held in her/his position on the rotation list to be contacted for summer employment the following year.

5. If an employee accepts a summer position in his/her classification and then declines the position prior to working the assignment, for any reason other than appropriately documented medical reasons, the Food Service Committee shall meet to determine if she/he will be rotated on the summer employment list until the next year in which her name, in District seniority order, appears on the list; or, if she/he will be held in her/his position on the rotation list to be contacted for summer employment the following year. If it is determined the employee shall be rotated on the list, she/he shall be asked to sign a waiver as described above.
6. If an employee is contacted to work less than thirty (30) days prior to the start of the summer program, and declines, she/he shall not be rotated on the Summer Assignment seniority list.
7. If, after the initial assignment process, Assistant Manager position(s) remain unfilled, School Food Services shall go to the seniority list for managers and begin with the next most senior employee on that list to fill the remaining Assistant Manager positions. If a Manager works in or declines an Assistant Manager position, it shall not affect her/his place on the summer seniority list for her/his classification. In addition, after all Manager and Assistant Manager summer positions are filled a manager or assistant manager's acceptance of a Food Service Assistant summer assignment shall not affect her/his place on the Manager/Assistant Manager summer seniority list for subsequent summers.
8. The parties agree to communicate as needed pertaining to issues that may arise regarding Manager and Assistant Manager summer employment assignments. The parties agree to meet on at least an annual basis to review the successes and problems associated with this rotation system for Manager and Assistant Manager summer employment, and to make mutually agreed upon changes to these guidelines.

## ARTICLE XIV

### UNIFORMS, TOOLS & SUPPLIES

#### XIV.1 **FOOD SERVICES**

##### A. Uniform

##### 1. Styles

- a. Female employees will wear either
  - i. Professional style dress, or
  - ii. Pants with hip length top or jacket
- b. Male employees will wear either
  - i. Trousers with shirt with sleeves, or
  - ii. Trousers with shirt-jacket
- c. On certain special occasions, employees at various work locations may choose to wear shirts with school emblems. No employee shall be penalized for not having or choosing to wear said shirt and should wear the appropriate regular white top.

EXCEPTION: Any uniform maintained in good condition that has been previously purchased, may be worn with prior approval of the Manager at the beginning of the school year. Criteria developed by the Food Service Committee shall be considered.

##### 2. Color

Special colors of attire will not be required, unless provided by the District's School Food Services Office, with Escambia ESP Food Service Committee members involved in the selection of material, style, color, and size. A daily/weekly rotating color scheme, including other than white jeans, may be used at the different school cafeterias in consultation with the cafeteria staff. It is an objective of the District to maintain complimentary/matching uniforms for a professional, unified team appearance.

##### 3. Fabric

- a. Washable
- b. Durable
- c. Easy-care; example, ("Wash and Wear")

4. Name Tags

- a. Each full-time Food Service employee shall be provided, at no cost to the employee, with one (1) name tag during the term of this contract. The name tag will also designate "Manager" or "Assistant Manager."
- b. Escambia County name tags will be worn below the left shoulder one-half inch (½") above and parallel to the pocket openings on uniforms with breast pockets or on the left collar. Original tag will be provided by the School Food Services office. Replacement tags and additional "years of service" stars will be available for purchase by employees from local vendors.
- c. Employees shall be permitted to wear the lock-type Union buttons (less than 2" x 2" in size) while performing work.

EXCEPTION: During food preparations and tasks where the button may create a safety hazard.

5. Each full-time Food Service Manager and Assistant Manager shall be provided (at no cost to the employee) with one (1) lab jacket during each fiscal year. The employee shall be reimbursed by the District, upon verification of purchase, for the cost of a lab jacket, not to exceed \$35, which meets the specifications of this article and others as may be determined by the Food Service Director. The Escambia ESP Food Service Committee shall be involved this process.

B. Shoes

1. Each full-time Food Service employee shall be reimbursed, upon verification of purchase, up to a maximum of \$55 toward the purchase of a pair of shoes that meets the specifications of this article during each fiscal year.
2. Style and Color
  - a. Safety oriented design with threaded non-skid or slip-resistant sole
  - b. White or black

C. Hair

Appropriate hair restraints will be used by employees engaged in the preparation and service of food to keep hair from food and food contact surfaces in compliance with the Sanitary Code of Florida.

D. Jewelry

Wearing of jewelry is forbidden during the preparation and serving of food.

## XIV.2 **CUSTODIAL SERVICES**

- A. Recommended Styles:
1. Female employees will wear either
    - a. Professional type dress, or
    - b. Pants or pants suit
  2. Male employees will wear either
    - a. Trousers with shirt with sleeves, or
    - b. Trousers with shirt-jacket

NOTE: Special colored attire will not be required.

## XIV.3 **TOOLS AND SUPPLIES**

- A. Employees in the Transportation Department, so designated by management, shall own a basic set of hand tools that are appropriate for their job classification. Wrenches and sockets shall measure up to one and one-quarter inches (1 ¼") in size. The School Board shall provide larger sizes when needed. A tool allowance of two hundred dollars (\$200) per year during the life of this Agreement shall be provided to Transportation Mechanics upon receiving a valid tool purchase receipt who are required to provide their own tools. These tools shall be kept clean and in proper working order. Employees in the Maintenance Department shall own a basic set of hand tools that are appropriate for their classification so designated by their supervisor.
- B. The Board shall provide tools such as may be needed to perform special mechanical tasks as determined by the Director of Transportation or Maintenance Supervisor. These tools shall include wrenches and sockets over one and one-quarter (1 ¼") inches in size, floor jacks, wheel dollies, pullers, drill bits, air wrenches, maintenance manuals, and diagnostic equipment.
- C. The Board shall replace tools which are broken or damaged for those employees so designated by management to own a basic set of hand tools. An engraving instrument shall be made available to employees for engraving their personal tools.
- D. All employees in this bargaining unit shall be provided with a clip attached photo identification badge. Employees shall wear their identification badge so it is prominently displayed, except where the employee works in an area where safety concerns dictate otherwise, in which case the employee shall keep their identification badge readily accessible. Non-school based employees shall prominently display their photo identification badge if they are present at a school site.

- E. Employees who are required to wear safety shoes shall, upon verification of purchase, be reimbursed up to one hundred and twenty-five dollars (\$125.00) annually for the cost of the shoes which meet OSHA specifications.

#### XIV.4 **BUS OPERATORS**

Bus operators shall be provided, at no cost to the employee, with appropriate "mouth-to-mouth" CPR implements, as determined by the District based on specifications developed by the Transportation Committee, which include communicable disease shields and/or barriers.



## ARTICLE XV

### **MANAGEMENT RIGHTS**

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

## ARTICLE XVI

### DEFINITIONS

- A. "Board" - The term "Board" as used in this Agreement shall mean the District School Board of Escambia County or its duly authorized representatives.
- B. "Employee" - The term "employee" as used in this Agreement shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employees Relations Commission.
- C. "Union" -The term "Union" as used in this Agreement shall mean the Union of Escambia Education Staff Professionals (Escambia ESP) or its duly authorized representatives.
- D. "Day" - The term "day" as used in this Agreement shall mean work day except as may otherwise be noted herein.
- E. "Week" - The term "week" as used in this Agreement shall mean five (5) days, Monday through Friday.
- F. "Fiscal Year" - The term "fiscal year" shall mean the District's fiscal year, July 1 through June 30.
- G. "Appropriate Administrator" - The term as "appropriate administrator" as used in this Contract shall mean the District employee who has the administrative responsibility for supervision of the employee or school or department in which the employee works. Unless otherwise noted, appropriate administrator shall refer to persons not covered by this contract or the Escambia Education Association Agreement.
- H. "Appropriate Supervisor" – The term “appropriate supervisor” as used in this Contract shall mean the District employee who has daily supervisory responsibility of the employee. Supervisory employees are those in positions formerly covered by the Agreement with the Escambia Association of Supervisory Employees (EASE). Employees covered by the Escambia Education Association Agreement are not “appropriate supervisors”.
- I. "Run" (for Bus Operators) shall mean one (1) delivery of students to or from one (1) school.
- J. "Route" (for Bus Operators) shall mean one (1) or more runs assigned to a Bus Operator as their daily work assignment.
- K. "ESE Run" (for Bus Operators) shall mean all Exceptional Education runs, International Baccalaureate Program and Brown Barge runs.
- L. "Building" shall mean a school, office, center, or assigned worksite.

**APPENDIX A**

**OFFICIAL GRIEVANCE FORM**

**ESCAMBIA EDUCATION STAFF PROFESSIONALS**

**NAME OF GRIEVANT:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**WORK LOCATION:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_

**CLASSIFICATION:** \_\_\_\_\_ **SUPERVISOR:** \_\_\_\_\_

**VIOLATION OF ARTICLES:** \_\_\_\_\_

**DATE CAUSE OF GRIEVANCE OCCURRED:** \_\_\_\_\_

**NATURE OF VIOLATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS (IF ANY)** \_\_\_\_\_

**RELIEF SOUGHT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant**

\_\_\_\_\_  
**Signature of Union Representative**

**Level I** \_\_\_\_\_ **Level II** \_\_\_\_\_ **Level III** \_\_\_\_\_

The School District of Escambia County  
**EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE**  
 (Escambia Education Staff Professionals)  
 2018-2019 Fiscal Year

APPENDIX B

Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
9	9.53	9.72	9.92	10.11	10.32	10.51	10.73	10.94	11.17	11.40	11.61	11.85	12.07	12.33	12.57
10	10.00	10.21	10.40	10.62	10.83	11.03	11.27	11.50	11.73	11.96	12.21	12.43	12.67	12.94	13.20
11	10.49	10.72	10.93	11.15	11.38	11.60	11.83	12.06	12.31	12.55	12.80	13.07	13.33	13.59	13.87
12	11.02	11.25	11.48	11.71	11.94	12.18	12.42	12.66	12.91	13.18	13.44	13.70	13.99	14.26	14.55
13	11.58	11.82	12.05	12.30	12.54	12.79	13.05	13.32	13.57	13.86	14.12	14.40	14.69	14.98	15.29
14	12.16	12.41	12.65	12.90	13.17	13.44	13.70	13.98	14.25	14.54	14.83	15.12	15.44	15.74	16.06
15	12.77	13.02	13.30	13.55	13.83	14.10	14.38	14.66	14.96	15.25	15.57	15.87	16.19	16.52	16.84
16	13.41	13.67	13.95	14.22	14.51	14.80	15.09	15.40	15.71	16.02	16.34	16.66	17.00	17.34	17.69
17	14.08	14.37	14.65	14.94	15.24	15.55	15.86	16.17	16.50	16.82	17.17	17.51	17.86	18.21	18.58
18	14.77	15.06	15.38	15.69	16.00	16.31	16.64	16.97	17.32	17.67	18.02	18.36	18.74	19.12	19.51
19	15.52	15.82	16.14	16.46	16.79	17.14	17.48	17.82	18.18	18.55	18.90	19.30	19.68	20.08	20.46
20	16.29	16.62	16.95	17.29	17.65	17.99	18.34	18.72	19.08	19.49	19.86	20.25	20.66	21.07	21.49
21	17.12	17.45	17.80	18.16	18.52	18.87	19.27	19.65	20.05	20.43	20.85	21.27	21.70	22.12	22.56
22	17.97	18.32	18.70	19.06	19.45	19.84	20.23	20.64	21.05	21.47	21.91	22.34	22.79	23.26	23.71
23	18.85	19.25	19.62	20.03	20.41	20.83	21.24	21.67	22.10	22.53	22.98	23.45	23.92	24.39	24.89
24	19.80	20.20	20.60	21.00	21.43	21.86	22.29	22.75	23.21	23.67	24.15	24.61	25.10	25.61	26.12
25	20.79	21.21	21.65	22.07	22.50	22.94	23.42	23.88	24.36	24.84	25.34	25.85	26.37	26.89	27.44
26	21.83	22.26	22.72	23.18	23.64	24.10	24.57	25.06	25.58	26.08	26.61	27.15	27.68	28.23	28.80
27	22.91	23.39	23.85	24.33	24.81	25.31	25.82	26.34	26.86	27.40	27.95	28.50	29.07	29.65	30.24
28	24.07	24.54	25.03	25.54	26.05	26.57	27.10	27.64	28.20	28.76	29.34	29.92	30.52	31.13	31.76
29	25.28	25.78	26.30	26.82	27.36	27.91	28.46	29.02	29.61	30.20	30.80	31.43	32.05	32.68	33.35
30	26.53	27.07	27.61	28.16	28.72	29.29	29.88	30.48	31.09	31.71	32.33	32.99	33.65	34.33	35.00
31	27.87	28.42	28.98	29.57	30.16	30.75	31.38	32.01	32.64	33.30	33.95	34.64	35.33	36.03	36.76
32	29.25	29.83	30.44	31.04	31.66	32.29	32.93	33.61	34.27	34.95	35.66	36.36	37.09	37.84	38.58
33	30.71	31.32	31.96	32.60	33.25	33.91	34.59	35.28	35.99	36.70	37.44	38.20	38.95	39.74	40.53

Note:

- Additional pay for longevity: 2% for 5 - 10 years of service, 4% for 10 - 15 years of service, 6% for 15 - 20 years of service, 8% for 20 - 25 years of service, 10% for 25 - 28 years of service, 11% for 28 - 30 years of service, 12% for more than 30 years of service.
- No Child Left Behind Paraprofessional Career Ladder provides an opportunity for paraprofessionals to receive an additional 2%, 4% or 6%, dependent upon the agreed-upon criteria.
- Wellness Coordinator - \$200.00 supplement to be paid at the end of the academic year once the coordinator has completed the required activities and paperwork. The paperwork should be turned into Risk Management.
- For additional salary agreement conditions, see supplemental information.

APPROVED  
 ESCAMBIA COUNTY SCHOOL BOARD

MAR 26 2019

MALCOLM THOMAS, SUPERINTENDENT  
 VERIFIED BY RECORDING SECRETARY

The School District of Escambia County  
**EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE**  
 (Escambia Education Staff Professionals)  
 2018-2019 Fiscal Year

APPENDIX B

Grade	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25	STEP 26	STEP 27	STEP 28	STEP 29	STEP 30
9	12.82	13.09	13.35	13.61	13.89	14.15	14.44	14.72	15.02	15.33	15.63	15.94	16.26	16.58	16.92
10	13.46	13.73	14.01	14.28	14.57	14.86	15.16	15.47	15.77	16.09	16.41	16.72	17.07	17.42	17.76
11	14.14	14.42	14.70	15.00	15.30	15.61	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.28	18.64
12	14.84	15.13	15.45	15.75	16.07	16.39	16.70	17.05	17.40	17.74	18.09	18.46	18.81	19.21	19.59
13	15.59	15.90	16.23	16.55	16.88	17.21	17.55	17.92	18.26	18.63	19.00	19.38	19.77	20.17	20.57
14	16.38	16.69	17.04	17.38	17.73	18.08	18.45	18.80	19.18	19.58	19.95	20.36	20.76	21.19	21.61
15	17.18	17.52	17.88	18.23	18.60	18.97	19.35	19.74	20.13	20.53	20.94	21.36	21.79	22.22	22.66
16	18.04	18.39	18.76	19.14	19.54	19.91	20.32	20.71	21.15	21.57	21.99	22.42	22.87	23.34	23.80
17	18.95	19.33	19.71	20.11	20.51	20.92	21.33	21.77	22.20	22.64	23.08	23.56	24.03	24.50	24.99
18	19.88	20.29	20.68	21.12	21.52	21.96	22.39	22.84	23.31	23.76	24.24	24.73	25.23	25.73	26.25
19	20.88	21.30	21.73	22.15	22.60	23.04	23.52	23.98	24.46	24.95	25.46	25.96	26.49	27.00	27.55
20	21.93	22.37	22.81	23.28	23.73	24.21	24.70	25.20	25.69	26.19	26.71	27.27	27.81	28.36	28.93
21	23.01	23.48	23.95	24.43	24.92	25.42	25.92	26.44	26.96	27.51	28.06	28.62	29.20	29.78	30.38
22	24.19	24.66	25.16	25.66	26.16	26.69	27.23	27.76	28.33	28.89	29.49	30.06	30.66	31.28	31.91
23	25.38	25.89	26.40	26.92	27.47	28.02	28.57	29.15	29.74	30.33	30.94	31.55	32.19	32.82	33.48
24	26.64	27.18	27.72	28.27	28.84	29.43	30.01	30.61	31.22	31.84	32.48	33.12	33.80	34.46	35.16
25	27.98	28.53	29.10	29.69	30.29	30.89	31.51	32.13	32.78	33.44	34.12	34.78	35.48	36.19	36.91
26	29.39	29.96	30.57	31.18	31.80	32.43	33.08	33.74	34.42	35.10	35.81	36.53	37.26	38.00	38.77
27	30.84	31.48	32.10	32.74	33.40	34.08	34.74	35.44	36.15	36.87	37.61	38.35	39.11	39.91	40.70
28	32.38	33.04	33.70	34.37	35.06	35.77	36.48	37.21	37.94	38.71	39.48	40.27	41.07	41.91	42.73
29	34.01	34.68	35.38	36.09	36.81	37.54	38.30	39.06	39.85	40.64	41.46	42.28	43.12	43.99	44.86
30	35.72	36.42	37.14	37.89	38.64	39.42	40.20	41.00	41.83	42.66	43.54	44.40	45.29	46.18	47.11
31	37.49	38.25	39.00	39.80	40.58	41.40	42.22	43.06	43.93	44.79	45.70	46.62	47.56	48.49	49.47
32	39.37	40.15	40.95	41.77	42.60	43.46	44.34	45.23	46.12	47.05	47.98	48.95	49.92	50.92	51.94
33	41.35	42.16	43.01	43.86	44.73	45.63	46.55	47.48	48.43	49.39	50.38	51.40	52.42	53.46	54.53

Note:

- Additional pay for longevity: 2% for 5 - 10 years of service, 4% for 10 - 15 years of service, 6% for 15 - 20 years of service, 8% for 20 - 25 years of service, 10% for 25 - 28 years of service, 11% for 28 - 30 years of service, 12% for more than 30 years of service.
- No Child Left Behind Paraprofessional Career Ladder provides an opportunity for paraprofessionals to receive an additional 2%, 4% or 6%, dependent upon the agreed-upon criteria.
- Wellness Coordinator - \$200.00 supplement to be paid at the end of the academic year once the coordinator has completed the required activities and paperwork. The paperwork should be turned into Risk Management.
- For additional salary agreement conditions, see supplemental information.

APPROVED  
 ESCAMBIA COUNTY SCHOOL BOARD

MAR 26 2019

MALCOLM THOMAS, SUPERINTENDENT  
 VERIFIED BY RECORDING SECRETARY

The School District of Escambia County  
EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE  
(Escambia Education Staff Professionals)  
2018-2019 Fiscal Year

APPENDIX B

**Supplemental Information**

- Beginning in the fall of 2018, bus operators who do not use sick or personal leave during the previous year will receive a bonus of \$100. Approved Temporary Duty Leave, approved Line of Duty Leave, approved comp time, and Association leave shall not affect a school related employee's perfect attendance.
- Beginning in the fall of 2018, bus operators will receive a bonus of \$100 per year (SBO Bonus Program) for meeting the safe driver criteria for the previous year.

If verified and approved by the Director of the Department in which the employee works, an employee who has an active license listed below will receive the supplement.

- Additional pay of \$.50/hr will be added for the following certifications: State of Local Journeyman's Certification, Pest Control Certification & State License issued by the Department of Financial Services (State Fire Marshall) to maintain, repair and inspect Fire Suppression Equipment.
- Additional pay of \$1.00/hr will be added for the following certifications: State or Local Master's Certification & Bus Driver State Certified Trainers/Test Examiners.

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD  
  
MAR 26 2019  
  
MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

APPENDIX C

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY  
75 North Pace Boulevard  
Pensacola, FL 32505  
432-6121  
MALCOLM THOMAS, SUPERINTENDENT

**EDUCATIONAL STAFF PROFESSIONALS**  
**REQUEST FOR INTERVIEW**

Advertised Vacancy Only

PLEASE PRINT

_____ NAME	_____ PRESENT SCHOOL/DEPARTMENT	
_____ PRESENT JOB CLASSIFICATION	_____ HOME PHONE	_____ WORK PHONE
_____ DATE OF EMPLOYMENT	_____ SOCIAL SECURITY NUMBER	

I hereby request to be interviewed for the following ADVERTISED VACANCY:

WORK LOCATION PREFERENCE	JOB CLASSIFICATION
_____	_____
_____	_____
_____	_____

This request shall serve as an application for the advertised vacancy. Please return to the Human Resources Department, C/O Classified Section, School District Administration Office at 75 North Pace Boulevard by 3:30 p.m. on the advertised deadline date. This request is to be used by **PERMANENT EDUCATIONAL STAFF PROFESSIONALS ONLY.**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX D**

**ATTACHMENT A  
(from N.E.A.T. Procedure)**

**Counseling Session Notification**

(Note: Employee must be given minimum full 24 hour notice)

DATE: \_\_\_\_\_

I, the undersigned supervisor, do request that a counseling session be held with the undersigned employee on (date, time, place).

Subject: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

The employee has a right to Union representation at this meeting.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Employee's Signature





# EDUCATIONAL SUPPORT PERSONNEL EMPLOYEE ASSESSMENT

APPENDIX E

Employee Name (Please Print/Type)

Classification

Supervisor

School/Department

School Year

I - PREPARATION AND READINESS FOR DUTIES	HE	EF	NI	UN
(A) ATTENDANCE - Maintaining good attendance and arriving on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(B) APTITUDE - Demonstrating aptitude with verbal, non-verbal, and written tasks and directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(C) PROFICIENCY - Demonstrating knowledge and practical skill required to complete assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(D) PUNCTUALITY - Completing work assignments on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(E) INITIATIVE - Taking appropriate action without specific direction and prompting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(F) RESPONSIBILITY AND ACCOUNTABILITY - Accepting responsibility and accountability for the outcome of work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II - THE WORK ENVIRONMENT	HE	EF	NI	UN
(A) SETS THE EXAMPLE - Serving as a role model through personal action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(B) LEARNING ENVIRONMENT - Creating and promoting an atmosphere appropriate for an academic institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(C) COMPOSURE - Contributing to an effective work environment through self-control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(D) INTERPERSONAL RELATIONS - Contributing to cooperative relationships in the work environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(E) ORGANIZATION - Effectively organizing work and work resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III - PERFORMANCE OF DUTIES	HE	EF	NI	UN
(A) COMMUNICATION SKILLS - Skillful in listening, speaking, and writing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(B) TEAMWORK - Working cooperatively to enhance collective success and effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(C) STUDENT WELL-BEING - Showing a genuine interest in the well-being of students and stakeholders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(D) PERFORMANCE - Achieving desired results in performing assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(E) FAIRNESS - Interacting impartially, consistently, and justly with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV - PROFESSIONALISM	HE	EF	NI	UN
(A) JUDGMENT - Drawing on knowledge, experience, and values to make wise choices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(B) POLICIES AND PRACTICES - Adhering to established policies and practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(C) RAPPORT - Establishing and maintaining an appropriate professional rapport with fellow stakeholders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(D) DILIGENCE - Embracing and responding to professional guidance and vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(E) CONFIDENTIALITY - Maintaining student/employee information with confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(F) SAFETY - Adhering to safe practices and established safety procedures and protocols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**HE = Highly Effective - EF = Effective - NI = Needs Improvement - UN = Unsatisfactory - NA = Not Applicable**

### OVERALL ASSESSMENT

Meets Expectations     
  Does Not Meet Expectations

### Supervisor Remarks, Guidance, and Recommendations

	<i>Supervisor Signature</i>	<i>Date</i>

### Employee Remarks

	<i>Employee Signature</i>	<i>Date</i>

*Note: Use additional pages as necessary; note additional pages in response. The employee may respond within 10 working days of the date of the assessment. Employee signature above does not imply agreement with the assessment.*

**APPENDIX F  
RETURN TO WORK AGREEMENT  
FIRST TIME POSITIVE DRUG/ALCOHOL SCREEN**

I \_\_\_\_\_, in exchange for my continued employment with the School District of Escambia County, Florida, and consistent with the provisions of Article XI.3 – Discipline Involving Drug or Alcohol Abuse or Dependency, Section B, hereby acknowledge that I have received a “First Time” positive drug/alcohol test result or have refused or submit to a drug/alcohol test which constitutes a “First Time” positive. I am required to undergo a Substance Abuse Professional (SAP) evaluation and participate in the SAP recommended drug/alcohol abuse program at my own expense with a goal of returning to full employment upon my successful completion of the prescribed rehabilitation regimen.

- ❖ I understand that successful completion of this program and remaining drug/alcohol free are absolute requirements for my return to normal and continued employment.
- ❖ I understand that I may be required to comply with an appropriate drug/alcohol screening at the District’s discretion and at my expense as a function of my participation in this program and for a period not to exceed two (2) years following my return to normal employment.
- ❖ I am committed to becoming and remaining drug/alcohol free.
- ❖ I understand that a repeat drug offense will be grounds for termination.
- ❖ I understand, acknowledge and agree that my failure to comply with the provisions of this Agreement, including my failure to remain drug/alcohol free shall constitute grounds for my termination from employment with the Escambia County School District and waive any entitlement to my employment, benefits or compensation, thereof, effective my date of termination.
- ❖ I further understand, acknowledge and agree that I waive any/all rights to challenge a subsequent termination action premised on a *repeat* positive drug/alcohol test through the provisions of Article III – Resolution of Grievances and Problems other than based on the accuracy of the alcohol screening test.
- ❖ I further understand, acknowledge and agree that I have had the benefit of competent legal counsel and/or Association representation or have specifically waived my right to such representation in entering into this agreement; that I do so voluntarily and without duress or coercion of any kind and with full understanding of my rights and any waiver thereof.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Administrator Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Union/Legal Representative

Date \_\_\_\_\_

**APPENDIX G  
RETURN TO WORK AGREEMENT  
SELF DISCLOSURE**

I \_\_\_\_\_, in consideration for my continued employment with the Escambia County School District, and consistent with the provisions of Article XIV.3 – Personal Health Issues, I hereby disclose that I have an alcohol or drug abuse problem that may interfere with my employment performance. I request that I be afforded the opportunity to participate in an appropriate drug or alcohol abuse program with a goal of remaining or returning to full employment upon my rehabilitation.

- ❖ I understand that successful completion of this program and remaining drug/alcohol free are requirements for my continued employment.
- ❖ I understand that I may be required at the District’s discretion to comply with an appropriate drug/alcohol screening as a function of my participation in this program.
- ❖ I am committed to remaining drug/alcohol free.
- ❖ I understand, acknowledge and agree that my failure to comply with the provisions of this Agreement, including failing to complete or early withdrawal without completion from the SAP prescribed program of rehabilitation and/or to remain drug/alcohol free shall constitute a first time positive offense and subjects me to the provisions of Article XI.3 – Discipline Involving Serious Offenses.
- ❖ I further understand, acknowledge and agree that, having been provided an opportunity to participate in SAP evaluation and rehabilitation program and provided appropriate due process procedures are followed, I waive my rights to challenge a subsequent termination action premised on a positive drug/alcohol test (indicating my failure to remain drug free) through the provisions of Article III – Resolution of Grievances and Problems other than one based on the accuracy of the drug screening test.
- ❖ By signing this document, I further acknowledge and agree that I have had the benefit of competent legal counsel and/or union representation or have specifically waived my right to such representation in writing; and that I do so voluntarily and without duress or coercion of any kind, and with full understanding of my rights and any waiver thereof.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Administrator Signature Date \_\_\_\_\_

APPENDIX H

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY  
REPORT OF OVERLOADED SCHOOL BUS

TRANSPORTATION SERVICES  
100 EAST TEXAR DRIVE  
PENSACOLA, FL 32503-2900

INSTRUCTIONS: Distribution of copies: District, Bus Driver, School Files

Bus Number	Name of Driver

I HEREBY CERTIFY THAT AN OVERLOAD EXISTS ON THE FOLLOWING ROUTE:

ROUTE	NAME OF SCHOOL	#LOAD
Elementary		
Middle		
High		

I HEREBY CERTIFY THAT A HAZARDOUS CONDITION OR STOP EXISTS AT THE FOLLOWING LOCATION:

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Date: \_\_\_\_\_ Signature of Bus Operator \_\_\_\_\_

\*\*\*\*\*

Transportation Use Only

Action Taken:

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\_\_\_\_\_  
Signature of Route Supervisor

\_\_\_\_\_  
Date