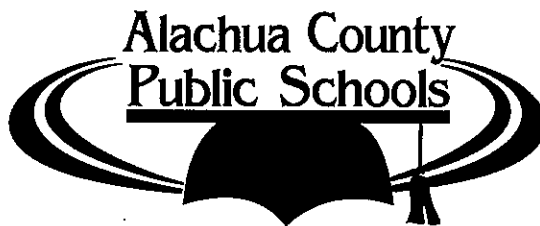


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MEMORANDUM

TO: Dr. Dan Boyd, Superintendent

FROM: Joan Longstreth, EdD, Assistant Superintendent
 Human Resources

DATE: January 7, 2009

**SUBJECT: Ratification of Amendments to the 2007-2010
 Collective Bargaining Agreement for
 Education Support Professionals**

Negotiations with Education Support Professionals for the 2008-2009 school year have concluded with tentative agreement reached on all items. Negotiations were limited to reopeners on contractual items, salary and benefits. Modifications to the contract are shown in the attached document with deleted language struck through and new language underlined.

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

RECOMMENDED ACTION: The Superintendent recommends that the School Board ratify the 2008 agreements and amendments to the 2007-2010 Collective Bargaining Agreement for Education Support Professionals as presented.

mlm
 Attachment

AMENDMENTS

2007-2010 COLLECTIVE BARGAINING AGREEMENT

between

THE SCHOOL BOARD OF ALACHUA COUNTY

and

THE ALACHUA COUNTY EDUCATION ASSOCIATION

for

EDUCATION SUPPORT PROFESSIONALS

January 20, 2009

AMENDMENTS TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT

DATE: January 20, 2009

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 1. Bus Drivers

- A. Workweek: Each bus driver shall be guaranteed a minimum of four (4) hours each day. In addition, each driver shall have the option of being guaranteed a minimum of thirty (30) hours per week, which may include field trips or other assigned duties. Drivers whose driving time exceeds four (4) hours per day or thirty (30) hours per week, depending on the driver's guarantee, will be paid actual time.

Each driver will be paid ~~fifteen (15)~~ thirty (30) minutes per day (included in the driver's regular daily schedule for related duties.) The related duties shall include:

1. Sweeping, inside cleaning, and securing windows of the bus;
2. Daily a.m. and p.m. pre-trip inspection of the bus;
3. Keeping an up-to-date route sheet on the bus at all times;
4. Keeping an up-to-date seating chart on the bus at all times;
5. Required daily videotape maintenance-;
6. Fueling the bus.

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

1. Scheduled conferences with principals/students/parents and/or transportation department supervisors;
2. Bus breakdowns that occur during a driver's route away from the compound;
3. Bus accidents;

4. Random drug/alcohol test (15 minutes or time from the scheduled appointment until test is completed) plus two minutes per mile for drivers in outlying areas. Mileage will be calculated from the last drop-off to the main compound and from the main compound to the last drop-off;
5. Extra runs beyond their scheduled work time or thirty hours;
6. Actual time of all training workshops;
7. Other assigned/required duties, as required, with prior approval of the worksite supervisor;
8. Filling out local and state reports;
9. Bus drivers will be paid one-half hour at their regular or overtime rate of pay for filling out a route sheet each semester and when awarded a different route;
10. Bus drivers will be paid one hour for the completion of each of the two required student surveys per year;
11. A bus driver who is based in an outlying compound and brings his bus in for a maintenance procedure will be paid fifteen (15) minutes or two (2) minutes per mile, whichever is greater. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off. This practice will be followed whenever a spare bus is not available to be issued to the driver.

B. Annual Physical: Annual physical, as required by State Board Rules, will be provided by the Board;

C. Work Year: The regular work year for bus drivers will be 186 days per year plus eight (8) hours per year for safety ~~workshops.~~ inservice training.

D. New Buses:

1. New school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, mileage, and condition of old bus.

2. New ESE school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, bus size, mileage, and condition of old bus.

E. Extracurricular Field Trip and Mid-Day Run Assignments:

1. Drivers for extracurricular and field trip assignments will be selected:
 - a. To help meet the thirty (30) hours per week guaranteed. Every effort will be made to provide the thirty (30) hours Monday through Friday;
 - b. From a rotating list of volunteers by seniority as needed after each driver has met his thirty (30) hours guaranteed each week.
 - c. Current employees, not in the Transportation Department, who are trained, licensed and on the random drug list will be eligible to drive trips at the discretion of the requesting principal.
2. A list of drivers for mid-day runs will be developed. Drivers will be selected by seniority from the list on a rotating basis.
3. Drivers who receive at least 48 hours notification of a trip and refuse it shall be charged with the trip.
4. Drivers who receive less than 48 hours prior notification of a trip and refuse it shall not be charged for the trip.
5. Drivers who fail to report for a trip without adequate notice may be removed from the list for the remainder of the semester.
6. A bus driver who is assigned to drive his regular a.m. and p.m. routes and a scheduled extracurricular field trip to transport a party to a designated site and return his bus to storage shall be charged for one (1) trip and placed on the appropriate step of trip rotation.

7. The same bus driver who is scheduled to retrieve a party from a scheduled trip and return the party to the original destination point and return his bus to storage shall be charged for two (2) trips and placed on the appropriate step of trip rotation.

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

Drivers for all extracurricular field trips will be paid a minimum of two hours unless part of the trip time is during the time a driver is already being paid for a normal workday. The driver will only be paid for time over normal paid working hours.

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

F. Summer School Assignments:

1. Summer school assignments within each area shall be offered first to those bus drivers who have requested them. The assignments will be made on the basis of seniority.
2. Drivers shall be notified two weeks prior to the closing of the current school year of tentative summer employment.
3. Drivers shall be paid a minimum of four (4) hours per day.

G. Health and Safety:

1. The Board shall provide each bus driver and bus attendant with basic first aid training. Reasonable efforts will be made to provide each bus driver and bus attendant the name of any student with a chronic medical

problem, the nature of the problem, and instructions to handle any medical emergency involving the student which may jeopardize the safety of others on the bus.

2. No bus driver or bus attendant will be required nor expected to disarm any student when to do so may jeopardize his safety or that of his passengers.

H. Student Discipline:

1. Bus rules and regulations will be printed by the Board and posted in each bus.
2. The bus driver will inform each student of the bus rules and bus stop rules and the penalty associated with the violation of the rules.
3. Upon receipt of written notification of violations of bus rules and regulations by a student, the ~~worksite supervisor~~ school administrator will take appropriate action.

I. Bus Attendants:

1. The duties and responsibilities of the bus attendant are as listed under XX "Performance Duties of the School Bus Attendant" in the Driver's Handbook.
2. Workday: The workday for bus attendants will normally be no less than four (4) hours per day.
3. Work Year: The regular work year for bus attendants will be 186 days per year plus eight (8) hours per year for ~~safety workshops~~ inservice training.
4. Bus Attendants who are working off a compound shall be paid from departure until the time they should have returned to the compound, both a.m. and p.m.
5. Bus Attendants who are required to accompany the school bus on a mid-day run or field trip shall be paid in the same manner as the bus driver.
6. All bus attendant openings will be posted with the work location noted as the bus compound. All openings will be assigned by seniority.

7. Should a conflict arise between a bus driver and an attendant, the driver and attendant shall meet with the Route Coordinator or designee in an effort to resolve the conflict. Should the conflict not be resolved, the attendant shall be permanently removed from the route. An aide who has been removed shall be guaranteed a minimum of four (4) hours a day in accordance with Article XI, Section 1.I.2. Once an attendant has been removed from a route due to a conflict with the bus driver, the attendant will not be permitted to bid or work on a route with that driver.

J. Open Routes:

Open routes will be assigned as follows:

1. All open routes will be posted by compound;
2. All open routes will be assigned by seniority.

K. Dismissal Time:

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

L. Activity Routes:

Activity Routes within each area shall be offered first to those bus drivers who have requested them and who have the seniority and demonstrated reliability as long as the total assignments of drivers do not exceed eight (8) hours or create avoidable overtime situations.

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

N. A bus driver who brings his bus in to its scheduled bus service and is informed that his service has been canceled, will be paid his regular rate of pay for two minutes per mile plus actual time at the garage. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off.

- O. The concerns committee will evaluate an attendance and evaluation incentive program.
- P. Prior to a bus driver being removed from a school on the recommendation of a principal, Step 1 and 2 of the Progressive Discipline process in Article XIII, Section 5 of this agreement shall be followed. In this section only, Step 3 of the Progressive Discipline process shall result in the driver being permanently removed from the school. A driver who has been removed shall be guaranteed a minimum of thirty (30) hours a week in accordance with Article XI, Section 1.A. The principal and the Director of Transportation, or designee, will participate throughout the entire process.
- Q. Retiring Bus Drivers/Attendants: Should a bus driver or an attendant retire and give proper notice prior to the separation date that he wishes to return to work immediately following one calendar month off, the driver/attendant will be awarded the same route upon return.

ARTICLE XIX COMPENSATION

Section 7. Retirement/Terminal Pay

- A. The parties agree to continue the existing early retirement plan based on a minimum of 55 years of age and 25 years of experience in the Florida Retirement System. To be eligible for early retirement, the five years immediately preceding retirement must be as an employee of the School Board of Alachua County. Board-approved leave may be included as part of the five-year requirement.

1. For the period July 1, 2008, through June 30, 2009, only, the following provisions shall apply concerning eligibility for early retirement. The existing early retirement plan will be adhered to with the following changes:

To be eligible for early retirement, an employee must be a minimum of 55 years old and have been employed by the School Board of Alachua County for at least 20 years and have at least 20 years of experience in the Florida Retirement System. Board-approved leave may be included as part of this 20-year eligibility requirement, but shall not be included for purposes of retirement benefit calculation.

2. Beginning July 1, 2009, through June 30, 2013, the 15 years immediately preceding retirement must be as an employee of the School Board of Alachua County.
3. Beginning July 1, 2013, the early retirement plan will be closed to new enrollees.
4. An employee who retires under the early retirement provision of the contract will be required to sign an agreement that he will not be re-employed by the School Board of Alachua County for three (3) years from the date of retirement.