

**School District of Hillsborough  
And  
Hillsborough School Employees Federation  
Proposed Language Changes**

**SECTION 2 – DEFINITIONS****2.9 SUBSTITUTES**

2.9.1 ~~Non bargaining unit employees who are hired to replace employees who are absent due to illness or military leave.~~ **Non-bargaining unit employees who are hired to replace permanent employees who are absent due to illness or on a leave of absence.**

**2.10 TEMPORARY EMPLOYEES**

2.10.1 ~~Non Bargaining unit employees who are hired to fill a vacancy created by a leave of absence or to provide additional staff during peak workload periods.~~ **Non-bargaining unit employees who are hired to fill a vacancy created by a permanent employee on a leave of absence.**

**2.11 RESTRICTED APPOINTMENTS**

2.11.1 ~~Restricted appointments may be made to fill a position during an absence of the regular incumbent during extended health leave.~~ **A temporary employee with benefits to fill a current vacancy during a hiring freeze.**

**2.12 ACTING APPOINTMENTS**

2.12.1 ~~An employee who is assigned to fill a position during the absence of a regular incumbent.~~ **A permanent employee who is assigned to fill a position that is a higher job class while another employee is on a leave of absence.**

**2.16 DUTIES/RESPONSIBILITIES**

2.16.1 Employee's duties/responsibilities are activities/tasks assigned as work during the employee's scheduled hours of work that are within the employee's job description. **Such duties and responsibilities shall be communicated to the employee by use of an interpreter if needed.**

**SECTION 6 - MANAGEMENT RIGHTS**

6.2 The parties agree that the right to relieve employees from duty because of lack of work, ~~attendance~~ **excessive absences** directly related to non-paid time, or for other legitimate reasons, to maintain the efficiency of the Board's operations, to determine the methods, means and personnel by which the Board's operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within the responsibility of the Board.

## SECTION 13 - HOURS OF WORK AND OVERTIME

### 13.1 NORMAL WEEK

13.1.1 The normal workweek for all full-time employees except bus drivers and food service personnel shall be forty (40) hours. ~~The workweek for food service personnel shall be determined by the amount of time necessary to complete their responsibilities.~~ **Student Nutrition Assistants shall be scheduled a minimum of twenty-five (25) hours per week each week schools are in session.**

### 13.2 CHANGE IN HOURS

13.2.2 In changing work schedules/duties at any given work site **or department** within the same job classification, seniority shall be a major factor. The process for determining changes in work schedules/duties must be made clear to the affected employee.

## SECTION 14 – SENIORITY

14.1.3 The employer shall prepare and maintain a list of unit employees in rank order of seniority by department and section containing the employee's full name, full address (unless prohibited by state law), classification, and employment date. This list shall be **posted at all sites in an easily visible place and** provided to the union upon request, but no more than seventy-two (72) hours, when requested in writing.

### 15.2 OPEN POSITIONS

15.2.2 Any temporary employee who works in an open position for ninety calendar days shall be appointed as a permanent employee with the recommendation of the principal or site supervisor, provided there is no current permanent employee who is eligible and has applied for the open position, **and provided a hiring freeze is not in effect.**

15.2.3 During period of employment freeze, all new hires shall be substitute or temporary **or restricted appointments** pending the sunseting of the freeze and the recommendation of the principal or site supervisor.

## SECTION 20 - WORKING CONDITIONS

### 20.3 UNIFORMS

20.3.1 Standard uniforms shall be issued to all employees who are required to wear uniforms. The annual allotment of uniforms shall consist of ten (10) pieces of the employee's choice per year. One pair of shoes / boots from a selection agreed upon by SDHC and HSEF shall be provided to all employees who wish to exchange four (4) pieces of the current ten (10) piece allotment. Uniforms will not be purchased for an employee until that employee has completed the probationary period and achieved permanent status.

**The District must have a timeline for distribution of uniforms, no later than five (5) weeks after the employee places their order.**

20.3.2 Ten (10) pieces of standardized uniforms and all relevant equipment, including safety equipment shall be issued to all Security Department employees who are required to wear uniforms. Footwear shall may be selected and provided purchased by the employee if the selection of shoes offered through the uniform ordering process is not satisfactory.

## 20.5 BUS DRIVERS

20.5.1 Each bus driver shall be guaranteed a minimum of ~~five (5)~~ **six (6)** hours driving time plus one (1) hour each day for related duties during the regular school year. Hours will be determined based on the initial time starting and ending at the driver's bus parking location. Bus parking sites can be directed by the Transportation Department. Effective July 1, 2008, all buses shall be subject to parking in a bus compound. Drivers hired prior to July 1, 2008, shall be permitted to park at their home.

For the extended school year (~~summer school~~) and modified school calendar intersession the minimum is five (5) hours. Extended school year/~~modified school calendar~~ bus routes shall be timely posted, but in no case later than five (5) calendar days prior to the start of the extended school year.

20.5.2 After ~~analyzing~~ all variables, e.g., fuel, geographic areas, bus size, condition and usage are analyzed and considered, countywide seniority shall be the major factor when distributing new buses. Seniority shall be the ~~controlling~~ major factor for assignment of new buses by ~~area or special~~ exceptional student education categories. Each driver that is offered a new bus has the right to refuse the bus and has the right to opt for the next new bus to be assigned the following year. A driver who has accepted a new bus shall have that bus assigned to him / her for a period of seven (7) ~~five (5)~~ years and will not be eligible for a new bus until that seven (7) ~~five (5)~~-year period has passed. If the assigned bus is removed for any reason, through no fault of the driver, the driver shall enter back into eligibility ~~the~~ that same school next assignment year of loss.

New buses will be assigned as they are received. ~~Displaced drivers will assume the route / bus of the driver who receives a new bus for the remainder of the school year.~~ Drivers on an approved leave shall be assigned a new bus according to seniority. A sub driver or alternate driver shall may assume the route/bus of the driver on leave until driver returns.

Reassigned buses will be distributed in order of countywide seniority. A driver who accepts a reassigned bus shall have that bus assigned to him / her for a period of ~~three (3)~~ one (1) years. ~~That driver will not be eligible for another bus before the end of the three (3) year period unless the bus is removed from service.~~

Each driver that is offered a ~~reassigned~~ bus for one (1) year has the right to refuse that bus and opt for the next bus reassigned the following year. To minimize disruptions at the school sites, reassignment of buses will ~~normally~~ occur during the summer break, but no later than bus drivers' pre-planning.

~~The district reserves the right to replace a bus with a comparable bus purchased in the same year.~~

20.5.3 School bus drivers shall be provided with cleaning products necessary to ~~maintain~~ **clean the interior of their permanently assigned bus in clean condition.** It shall be the driver's responsibility to request the products. **A Bus Cleanliness Checklist shall be provided to each bus driver during pre-planning week. A spare bus will be considered as permanently assigned after ninety (90) days of a temporary assignment for purposes of the annual cleaning.**

20.5.4 All extra duties, including office work, will be assigned **by seniority being a major factor** to drivers who are scheduled for less than eight (8) hours per day. Under normal circumstances, the assignment of extra work shall not result in an employee working ~~more than eight (8) hours~~ **overtime** as long as there remain employees working less than eight (8) hours.

## **20.6 BUS DRIVERS - TRIPS AND ~~SUMMER~~ EXTENDED SCHOOL YEAR**

20.6.1 ~~Summer~~ Extended School Year assignments within each area shall be offered first to those bus drivers who have requested them and who have the most seniority. Drivers shall be paid a minimum of five (5) hours per day. ~~Special driving assignments may be included as part of the five (5) hour minimum.~~

20.6.3 Bus drivers shall be notified a minimum of four (4) weeks prior to the opening of the **Extended School Year** ~~summer school term~~ of their employment status for the term **summer.** ~~Exact routes shall be assigned as soon as possible thereafter,~~ **but no less than five (5) calendar days prior to the start of the Extended School Year.**

20.6.4 ~~Special~~ **All** trips shall be assigned by seniority within each area on a rotation basis. Drivers may be taken out of rotation for ~~special~~ trips when those drivers ahead of them in the rotation are ~~not available to accept~~ **decline** that trip. **Saturday trips will be maintained separately by rotation and seniority based on the twenty-five (25) minute driving time rule.**

20.6.5 When assigning ~~special~~ trips, drivers will normally be assigned within a ~~twenty minute~~ **twenty-five minute** driving time distance to and from each assignment **or the parking location.** Drivers will be credited with the time as recorded on the trip card **by the driver.**

20.6.6 Time spent driving in excess of ~~twenty minutes~~ **twenty-five minute (25)** to or from each ~~special~~ trip as recorded on the trip card will be paid to the driver if an explanation of the cause is attached.

20.6.8 Drivers shall not be scheduled for more than three trips in a seven day period. After all drivers **who have signed up for taking trips** within the ~~their~~ **twenty-five (25) minute driving time** assigned school area **and** have been given the opportunity to drive three trips, additional trips shall **then** be scheduled as required by the rotation schedule, ~~for that school area.~~

20.6.9 An "assigned school area" shall be defined **as within a twenty five (25) minute driving time distance to and from each assignment or parking location.** ~~as a cluster of schools under the direction of a Route Coordinator, corresponding to the student attendance patterns of the district's high schools.~~ The district shall maintain a **daily updated trip** rotation schedule organized by assigned school area, which shall be available for review by employees at any time.

**20.8 SUMMER EXTENDED SCHOOL YEAR AND OTHER SPECIAL ASSIGNMENTS**

20.8.3 The employer shall prepare and maintain a list of unit employees who have agreed to **Extended School Year** ~~summer~~ and / or other work assignments in rank order of seniority by ~~location~~ **area** containing the employee's full name. This list shall be provided to the union when requested in writing.

**Extended School Year work sign-up sheets shall not be limited, but shall include all expected programs and the length of time for each program being conducted during the Extended School Year. Seniority shall be the major factor in assigning all Extended School Year work.**

**20.12 STUDENT MANAGEMENT AND SAFETY**

20.12.2 **According to the Florida Statutes 1003.31 (D), 1003.32 (E) and 1003.04 (2).** Each bus driver shall assume such authority for the reasonable control of students ~~as that~~ may be assigned to his or her bus and shall keep good order on the school bus. **If a fight breaks out on a bus, the driver may request assistance from local law enforcement authorities.**

20.12.10 During the first **two (2) weeks** of school, each bus driver shall receive a detailed list to include the student's full name, grade level, drop off location and, if necessary, the name of the responsible adult that is authorized to receive the child at the drop off location of all Pre-K and Kindergarten students authorized to ride on the school bus from the school site administrator and at any time thereafter there is a change to the list.

Signed 7/29/2009  
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**Hillsborough School Employees Federation**      Date  
Luis E. Perez, President, Chief Negotiator

Signed 7/29/2009  
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**School District of Hillsborough County**      Date  
Charles Raburn, Chief Negotiator