

RATIFICATION PACKET

**Teamsters Local #385
EMPLOYEES CONTRACT**

TENTATIVE AGREEMENTS

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)

AND

TEAMSTERS LOCAL #385



July 01, 2024, through June 30, 2025

***Tentative Agreement, July 09, 2023
Pending Ratification by Both Parties
Effective July 01, 2024***

**Dr. Mark Shanoff,
Superintendent**

**Carlos Martinez,
Chief Negotiator,
Teamsters Local #385**

**Gary Brown,
Business Agent,
Teamsters Local #385**

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Salary and Benefits Package Proposal

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**The School District of Osceola County
Tentative Agreements
for the 2024-25 School Year**

**between the
School Board of Osceola County, Florida, (OCSB)
and the
Teamsters Local 385 Employees**



Date of Original Proposal:	May 30, 2024
Date of Revised Proposal:	July 09, 2024
Date of Tentative Agreement:	July 09, 2024
Contract Expiration Date:	June 30, 2025

Osceola County School Board Custodial Shoe Allowance Negotiations Proposal for the 2024-25 School Year for the Teamsters Local 385 Employees Bargaining Unit

Recognizing the need to reward employees for their hard work despite limited resources during unprecedented circumstances, the School Board commits to provide the Osceola County Teamsters Bargaining Unit employees the following firm offer of enumerated incentives that are contingent upon each other as a single package.

1. 2024-25 School Year Salary Negotiations

- Cost of Living Adjustment (COLA) equal to 4% for each individual currently employed based on the employee's base hourly rate within our existing salary schedule;

2. No design changes to our School District's major medical Health Insurance Plan;

3. Flexible Spending Account Match where the School Board shall match the employee's FSA savings of \$750 or more with a contribution of \$250 in order to assist the employee toward the employee's deductible;

4. Continued commitment to our School District's *Center for Employee Health*; and

5. Memoranda of Understanding and contract language upon which both parties have reached tentative agreement since the ratification of our current *Teamsters Employees' Contract* on September 5, 2023:

- **2024-25 Memoranda of Understanding**
 - 2023-2024 MOU re Window of Operation and Field Trips
- **2024-25 Contract Language**
 - Article 24, Section 5 (Perfect Attendance Incentive)
 - Article 19 Revisions

TENTATIVE AGREEMENT

**OSCEOLA COUNTY SCHOOL BOARD
(OCSB)**

TEAMSTERS LOCAL 385



**CHIEF NEGOTIATOR FOR OCSB
Scott Knoebel**



**CHIEF NEGOTIATOR TEAMSTERS LOCAL 385
Carlos Martinez**



**TEAMSTERS LOCAL 385
Gary Brown**

Date: June 26, 2024

**Osceola County School Board Article 19 Negotiations Proposal for the
2024-25 School Year for the Teamsters Local 385 Employees Bargaining Unit**

The School Board commits to provide the Osceola County Teamsters Bargaining Unit employees the following updates to contract language.

ARTICLE 19 TRANSPORTATION

SECTION 1 - ROUTE ASSIGNMENTS

A. DAILY ROUTE SELECTION

All Regular Bus Drivers and Regular Bus Attendants will begin the new school year assigned to the same bus route as they ended the previous school year.

Regular “fulltime” Bus Drivers and Bus Attendants will be afforded the opportunity to determine their regular daily work schedule and worksite by picking a DAILY ROUTE during route bidding. This bidding will be conducted in “seniority order,” beginning with the most senior employee continuing to the most junior. Bus Drivers and Bus Attendants who do not bid a daily route will be assigned to an open route at management’s discretion.

All-Bid means a bid session in which ALL daily bus routes are available for selection. This will likely be conducted only under specific circumstances, such as district rezoning, the opening of new school(s), or any other significant event. Such a bid will likely be conducted before the start of the regular school year. In Because all-bids require the mandatory participation of Regular Bus Drivers, Regular Bus Attendants and Small Vehicle Operators, each participant will be compensated for 1-hour of time.

B. UNASSIGNED “OPEN” ROUTES

Open Route means a planned daily bus route that does not have a regular Bus Driver or Bus Attendant. Open routes can be caused by any of the following:

- The route was not selected at the time of last route bidding.
- The driver/attendant that bid the route has resigned, retired, or terminated.
- The route was created after route bidding.

If a route becomes open between bid cycles, management will temporarily assign a Driver/Attendant to the route, with the understanding the route will be available for selection in the next bid session. These sessions are an opportunity for employees who wish to change their current route assignments. Open routes will be made available for seniority bid twice per school year. The first open route bid will occur in July, prior to the start of the school year. The second open route bid will take place in December, and the newly bid assignments will become effective after the winter break. Because bidding for an open route is optional, Drivers/Attendants are not compensated for the time.

C. ROUTE SCHEDULED TIME PROTECTION

If a route that was bid and awarded to a Bus Driver or Bus Attendant is cancelled or reduced by 60 minutes or more, the total amount of hours for the Driver/Attendant's Route Scheduled Time (RST) will be protected from the change for 20 school days or until the next open route bid, whichever occurs first. After the 20 school days, the route will be adjusted to the recalculated RST, or 7.5 hours, whichever is highest. During the Open Route Bid, the driver/attendant may opt to bid on a different route or remain on the original route but with recalculated RST.

During any idle period of protected RST, management reserves the right to assign the employee other work, duties, or tasks.

In the event of route cancellation, the Driver/Attendant will be administratively assigned to an unassigned route that is currently open. If multiple routes are available, the driver/attendant may select from the choice of currently unsigned routes.

Upon request, the district will provide an explanation within five business days for the change, except during the first six weeks of the school year. This provision does not include any designated ESE routes.

D. ROUTE BIDDING

Upon request, a union representative may observe the bid assignment process. The seniority list will be available to the union representative before the bid process begins. All available routes will be posted electronically for viewing five days before the scheduled bid session. Bids will be awarded based on seniority. Seniority will continue to be determined according to District standards.

All route postings shall include the bus compound, total daily hours including pre and post trip, leave and park times, schools serviced, location of stops, route numbers, bus unit number, and the clock-in and clock-out times, as well as applicable ESE equipment. Additionally, bus drivers may be requested to temporarily make extra stops while on company time, provided time permits and it aligns with their schedule.

All routes are subject to change at any time throughout the school year based on student ridership, program changes as well as the addition or deletion of stops that have a financial impact to the district.

A bus driver or attendant who meets the qualifications to drive a bus for the School Board can bid on and drive any route, except those specifically for special needs students. Only individuals who have completed the required training as provided by the Board are eligible for ESE positions. Once a Bus Driver or Attendant is awarded an ESE route, they will be compensated at their hourly rate for any necessary training. This rule doesn't prevent a bus driver for exceptional educational students from bidding on and being assigned to any routes.

Immediate family members or living partners employed by the School Board cannot be placed on the same route.

In the event that an employee cannot attend the All-Bid session, they have the option to designate a proxy to represent them. The proxy must be present at the employee's specified bid time, and it is the responsibility of the employee to ensure that the proxy acts in accordance with their preferences. Failure to attend the mandatory bid session or to present a proxy will result in the employee being administratively assigned to an open route until the subsequent bid session.

E. EXTRA WORK: Extra work encompasses various tasks excluding pupil transportation, such as shuttling buses/vehicles, clerical work, bus detailing/washing, and other utility or miscellaneous tasks. Drivers will be compensated at a minimum rate of 2 hours, or the actual time worked, whichever is greater. However, Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor pay for on the clock absences (pay for not working).

Drivers and attendants are required to sign up for extra work during the last five working days of each month for the following month. Extra work assignments will be allocated based on seniority through the electronic field trip system. The daily extra work list will be distributed using a rotational system. The extra work list will be run weekly to ensure rotation is completed. Once the seniority list is finalized, all extra work assignments will begin at the top of the seniority list. Once a driver or attendant has received an extra work assignment, they will not be offered another until all individuals on the list have been offered an extra work assignment.

Clerical extra work is exclusively available to individuals who have passed the typing test within the district.

Employees must use their district email for communication and instructions regarding extra work assignments. The sign-up sheet for extra work is accessible at the reception desk of every facility.

All CDL Drivers must adhere to the maximum duty limits outlined in CFR 49 Part 395, which include a 15-hour on-duty limit, a 10-hour driving limit, and a 60/70-hour duty limit within a consecutive 8-day period. The primary limit is the 15-hour on-duty limit. (See Appendix E for further details).

F. ACTIVITY RUN: An activity run involves student transportation using a school bus or other official District conveyance from a designated boarding point, educational/activity site, specific assigned location, or school. While activity runs may happen at any time and on any day, they are typically conducted Monday through Friday during mid-day or after hours. These runs transport students to and/or from academic enrichment or other extracurricular activities that do not take place within the regular school day at a school. Examples include a variety of specialized grant activities, such as Title I program.

Activity runs will be assigned based on seniority using the extra work assignment process. These assignments will be communicated via radio on the alternative channel every Monday morning from 7:30 to 8:00. Dispatch will notify drivers via radio of the channel change. However, once accepted, activities such as the 21st Century and YMCA programs will be covered for the entire week by the individual to whom the activity was awarded.

NO-SHOW POLICY:

First occurrence - removal from extra work list for remainder of semester.

Second occurrence - removal from extra work list for remainder of school year.

All extra work /activity runs will be limited to the following:

Zone 1 can accept work in either Zone 1 or 2 only.

Zone 2 can accept work in Zone 1, 2 or 3.

Zone 3 can accept work in Zone 3 or Zone 2.

Management will annually update the list of schools within each zone, reflecting new school constructions, or changes in zone boundaries.

Drivers are permitted to operate their assigned bus across zones to fulfill the necessary activity runs or extra work requiring the use of a bus. However, this exception does not apply during nighttime or weekends. Personal vehicles should be utilized to travel to the appropriate depot.

Due to time constraints, drivers in need of a lift-equipped bus may exchange their non-lift bus at school as necessary to complete their assigned tasks on time. Alternatively, they must arrange for a suitable unit with the mechanic supervisor.

G. A weekly assigned extra work/ field trip report will be posted in the spirit of transparency and fairness in the extra work assignment process.

SECTION 2

A. FIELD TRIPS

Field trips, as defined in this CBA will be assigned based on seniority using the electronic field trip system. Drivers and attendants must sign up for Field Trip on the beginning of each school year or when an employee becomes permanent.

Field Trips will be assigned in the Transportation Department using the automated field trip program no more than thirty (30) days in advance of the trip and no less than five (5) days in advance. All Field Trips that use county buses will be operated by bargaining unit employees unless none are available to perform the trip.

Field Trips will be assigned in seniority order for the first round and then they will be assigned by hours as equitably as feasible using hours worked as the equalizer.

B. TYPE OF FIELD TRIPS:

- Emergency Field Trip List (within 24 hours only)
- Day trip -Any trip starting between the hours of 9:30 AM and 1:30 PM
- Night trips -any trip starting after 5:00 PM. (Wednesday early days 4:30pm)
- Non-school days, Weekends, and Holidays
- Countywide Over-night Field Trips (including Grad Night etc.)
- Countywide Elementary swim shuttles grouped 4 to 5 days at a time.

The HOURS & FIELD TRIP SCHEDULE report for each week will be available for viewing on the district website "transportation employees only" section.

Employees are required to use their district email for communication and instructions regarding Field Trip assignments.

Drivers and attendants will be compensated for a minimum of 2 hours, or the actual time worked, whichever is greater. In the case of an enroute field trip assignment, whether scheduled electronically or via emergency radio all-call, the field trip time begins at the last scheduled pupil stop as indicated by the Driver's Daily Route sheet. However, bus drivers and attendants cannot receive concurrent pay (double dipping) or pay for on-the-clock absences (pay for not working).

No driver or attendant may change their permanent time schedule to accommodate a field trip departure time. Any employee not on the Field Trip List will not be offered a field trip unless it is an extreme emergency (all-call) to assist in a missed trip or no-show, with notification required within one hour of the emergency.

All ESE Field Trips requiring the transport of a wheelchair and/or safety equipment will have a Transportation Attendant assigned to them.

All Field Trips will have an adult from the school on the bus.

C. CANCELLATIONS

1. Driver and Attendants will be paid two (2) hours when field trip(s) are cancelled within forty-eight (48) hours of the scheduled trip time. Except in cases where the trip(s) were cancelled due to inclement weather.

2. Drivers and Attendants will receive payment equivalent to fifty percent (50%) of the originally requested hours, with a minimum guarantee of two (2) hours for trips that are canceled within 24 hours or on-site.

D. REFUSALS:

1. In the absence of documentation from the driver and attendant, the refusal will be considered as a Field Trip worked, and the hours will be charged to both the driver and attendant as if the trip had been taken.

2. Documentation for the following reasons will be accepted: illness, mandatory transportation meetings, jury duty, or mandated court appearances. Documentation provided within forty-eight (48) hours will not be counted against the Driver or Attendant

3. Three (3) refusals without documentation will result in the removal from Field Trip assignments for the remainder of the school year.

E. NO-SHOW

First occurrence - removal from Field Trip list for remainder of semester.

Second occurrence - removal from Field Trip list for remainder of school year.

F. UNAUTHORIZED LEAVING OF FIELD TRIP SITE

First occurrence - written documentation.

Second occurrence - removal from Field Trip list for remainder of semester.

Third occurrence - removal from Field Trip list for remainder of school year

Follow established contract progressive discipline procedures.

G. PAPERWORK

Must be filled out properly and turned in within twenty-four (24) hours of Field Trip. If Field Trip is on the weekend, must be turned in the following workday morning with the exception of a valid excuse.

First occurrence – verbal

Second occurrence - written documentation

Third occurrence - removal from Field Trip list for remainder of semester

Fourth occurrence - removal from Field Trip list for remainder of school year

Follow established contract progressive discipline procedures.

SECTION 3 - PAY FOR ALL HOURS WORKED

A. Bus drivers and attendants will be paid for 7.5 hours, or time worked at their regular rate of pay in accordance with their 190-day contract year. Time and attendance will be calculated utilizing electronic timekeeping following district and industry standards.

B. The following tasks shall not be considered part of a bus driver's or attendant's normal workday:

1. pre-approved major bus cleaning.
2. Meetings approved by district administrators and/or area managers with students, parents and/or other district administrators and that occur after the end of the employee's work shift.
3. Reviewing and delivering bus video to schools and departments as requested by principals and other district administrators and/or area managers.
4. Mechanical failure of the bus, beyond work hours.

5. Motor vehicle accidents, beyond work hours.
6. Writing referrals.
7. FTE paperwork.
8. Driver liaison duties.
9. Service dates beyond route hours.
10. Creating a student emergency lists or student registrations as may be required.
11. Annual and/or the required reoccurring training conducted or professional development each year for conducted for drivers/attendants will typically begin at their designated work site. Electronic on-line instruction may also be a part of or replace the traditional training venue. Required/directed on-line training may also be completed in the home setting when appropriate. In all cases, drivers/attendants Drivers will be compensated paid for allotted time spent completing the required tasking(s) in this required workshop.
12. When performing these tasks and other work assignments outside the designated workday, bus drivers and attendants shall be paid their regular rate of pay, or overtime rates, whichever is applicable.

C. Overtime at time and one half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) in a work week. If an employee performs work that warrants a different rate of pay other than their base rate, then a weighted average calculation must be applied in order to determine overtime payment due for all hours worked over forty per week.

D. Employees shall be paid their regular rate of pay, or overtime rate, whichever is applicable, for all time spent in mandatory training classes.

Pre/Post Trip time of one hour (1) at their regular rate of pay per day will be paid to drivers. This time will include:

1. Pre-Trip inspection of bus.
2. Post-Trip inspection of bus.
3. Paperwork (including referrals, pre-trip form, time validation paperwork card, regular seating chart and student bus registrations, etc.).
4. Care of assigned bus.
5. Fueling.
6. Sweeping and emptying of trash.
7. Picking up mail.

Driver Liaisons positions will be assigned by seniority at each school.

E. Overtime Clarification- Transportation Fleet side

1. Daily Overtime sign-in sheet will be in the timesheet book. Mechanics must sign up for overtime daily at clock-in time or within 2 hours after starting time.
2. Overtime assignments will be issued by seniority based on the daily sign-up sheet.
3. Overtime is offered to eligible employees daily up to 2 hours before end of shift.
4. If late shift Mechanics sign up, their overtime (if required) will be for the next day.

5. If any shift cannot finish approved overtime on the same day, they can finish the rest of the overtime before they start their regular shift on the next day with approval of the Fleet Supervisor and/or Lead Mechanic.
6. No additional overtime will be permitted without the approval of the Fleet Supervisor or the Lead Mechanics.
7. At no time can a shift be changed or adjusted due to overtime assignments without approval from the Fleet Supervisor.
8. Any overtime for Lead Mechanics must be approved by Fleet Supervisor.
9. Each Monday, or the first workday of the week, the senior eligible mechanic is offered overtime first.
10. These rules also apply to Parts Department employee's waiver:
 - a. Finish inspections
 - b. Horizon repairs
 - c. Road calls

SECTION 4 – TOOLS

The district shall continue to supply and maintain air tools to mechanics. Mechanics shall be required to provide only basic hand tools. All other tools required shall be provided by the district at no cost to the mechanics. All vehicle mechanics shall maintain an annual tool inventory on a district approved form. The tool inventory shall be submitted to and verified by the fleet supervisor. The original shall be filed with the fleet supervisor and a copy shall be provided to the employee.

DEFINITIONS

The following definitions are provided to ensure clarity and support of the Collective Bargaining Agreement (CBA) regarding seniority-based equalization of the work assignment process:

BUS DRIVERS AND BUS ATTENDANTS: These employees are classified as Hourly, Non-Exempt, and are compensated based on the total number of hours worked at an appropriate hourly rate. They are not exempt from the Fair Labor Standards Act Overtime Rule and will be paid accordingly. However, Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor compensation for on-the-clock absences (payment for not working).

ROUTE SCHEDULE TIME (RST): This form is utilized by management to define the unique start and end times of each employee's regular scheduled workday, which must be no less than 7 ½ hours. The RST should not be interpreted as an employment contract between individual employees and SDOC guaranteeing a fixed basic pay. Employees are expected to work the entirety of their regular scheduled workday. Tardiness or leaving the worksite early will result in deductions from Sick Leave balances and, for employees with no Sick Leave balance, will be unpaid.

DAILY ROUTE: A regular and recurring scheduled pupil transportation schedule of events utilizing a school bus or other officially approved District conveyance that transports students from their regularly assigned bus stops to their assigned school at morning bell time with a return trip from their assigned

school to their assigned bus stop (home) upon afternoon dismissal. Two key elements determine a daily route:

1. The transportation is provided during regularly scheduled school hours and in strict accordance with the current Board approved District calendar for 180 contract school days occurring Monday through Friday.
2. Board approved daily routes are funded in part by the Florida Education Finance Program (FEFP) and subject to State Finance regulations and audit.

School bus routes are assigned and/or periodically bid by driver/attendant seniority in accordance with (IAW) the current Collective Bargaining Contract (CBA).

NOTE:

As FEFP funding is not otherwise authorized, school bus routes shall not include transportation activities held on non- school days or outside the current Board approved contract school year. This provision includes the Federally funded Extended School Year (ESY).

FIELD TRIP: Student transportation provided in support of an extra-curricular or co-curricular program or activity that originates at an officially designated place of educational opportunity or school. The activity requires the transportation of students to an off-school campus location to conduct educational observance, specialized study, music participation, sports activities, unique student activity participation, or any other qualified educational opportunity or experience relevant to the school day. The trip ends with students being transported back to the point of the original educational location or school after the activity has concluded. The trip may occur before, after, or during school hours including weekend and nights. The district does not approve overnight field trips which utilize a yellow school bus. School bus drivers will be compensated at a 2-hour minimum rate, or the actual work time required whichever is greater. Work will be assigned IAW the most current CBA.

ENROUTE FIELD TRIP A Field Trip, as defined above, occurs when it begins before or after the employee's Daily Route or in a manner that overlaps the employee's regular scheduled workday. In the event of an Enroute Field Trip assignment, scheduled either electronically or by emergency radio all-call, Field Trip time commences at the last scheduled pupil stop indicated on the Driver's Daily Route sheet. Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor compensation for on-the-clock absences (payment for not working).

ACTIVITY RUN: Student transportation utilizing a school bus or other official District conveyance that originates at a designated place of vehicle boarding, educational/activity, unique assigned location, or school. Activity runs may occur at any time and on any day however, they are typically conducted Monday through Friday in the mid-day or after hours, transporting students to and/or from academic enrichment or other extra-curricular activities that do not occur within the normal school day at a school. Examples may include but are not limited to a wide range of specialized grant activities including Title I. Drivers will be compensated at a 2-hour minimum rate or the actual time whichever is greater. Work will be assigned IAW the current CBA.

EXTRA WORK: Any of a variety of work assignments that may be offered which does not include pupil transportation from one location to another. Examples include but are not limited to shuttling buses/vehicles, clerical work, detailing/washing buses, and other utility or miscellaneous work. Drivers will be compensated at a 2-hour minimum rate or the actual time whichever is greater. Work will be assigned IAW the current CBA.

STRAIGHT TIME: Means all hours worked up to 37.5 hours per week.

OVERTIME: Means all hours worked in excess of 37.5 hours per week. Straight Overtime means all hours worked in excess of 37.5 hours up to and including 40 hours per week and is paid at the employee's hourly rate of pay. Time-and-a-half Overtime means all hours worked in excess of 40 hours per week and is paid at 1.5 times the employee's hourly rate of pay.

CONCURRENT PAY: Means a situation in which an employee is receiving compensation twice for the same working time; also, commonly known as "double dipping." Generally accepted industry practice does not permit an employee to be paid twice for the same work time.

ON THE CLOCK ABSENCE: Means anytime that an employee is receiving pay for time but is NOT performing tasks, duties or any other work assignments on behalf of the district.

TENTATIVE AGREEMENT

**OSCEOLA COUNTY SCHOOL BOARD
(OCSB)**



CHIEF NEGOTIATOR FOR OCSB
Scott Knoebel

TEAMSTERS LOCAL 385



CHIEF NEGOTIATOR TEAMSTERS LOCAL 385
Carlos Martinez



TEAMSTERS LOCAL 385
Gary Brown

Date: July 9, 2024

Memoranda of Understanding, 2024-25

1. 2024-25 MOU re Field Trips

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THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

817 Bill Beck Boulevard ■ Kissimmee ■ Florida 34744-4492
Phone: 407-870-4600 ■ Fax: 407-870-4010 ■ www.osceolaschools.net

Superintendent of Schools
Dr. Mark Shanoff

SCHOOL BOARD MEMBERS

- District 1 – Teresa "Terry" Castillo – Chair
407-577-5022
- District 2 – Julius Melendez
321-442-2862
- District 3 – Jon Arguello
407-433-9082
- District 4 – Heather Kahoun
689-241-7822
- District 5 – Erika Booth – Vice Chair
321-442-1341



October 2, 2023

MEMORANDUM OF UNDERSTANDING 2023-2024 Teamster Contract, Teamsters Local Union 385

Therefore, be it resolved that both parties agree to the following conditions for employees:

Bus Drivers and Bus Attendants are classified as **Hourly, Non-Exempt** and are paid for the total number of hours worked at an appropriate hourly rate. These employees are not exempt from the Fair Labor Standards Act Overtime Rule and will be paid accordingly. However, Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor pay for on the clock absences (pay for not working).

The Window of Operation (WOO) form is a worksheet for use by management to establish the unique start and end of each employee's regular scheduled workday of no less than 7 ½ hours.

The WOO is not to be construed or interpreted to be an 'employment contract between individual employees and SDOC that otherwise guarantees a fixed basic pay. Employees are expected to work the entirety of their regular scheduled workday. Employees who are tardy or leave the worksite early, will be docked for the missed time from their Sick Leave balance; and to be unpaid if the employee has no Sick Leave balance.

In the event of an En Route Field Trip assignment, either scheduled by electronic scheduling or by emergency radio all-call, Field Trip time begins at the point of the last scheduled pupil stop as indicated by the Driver's Daily Route sheet.

Definitions

In the absence of mutually agreed concise contract definitions as to what constitutes a Bus Route, Field Trip, Activity Run, and Extra Work, the following definitions are offered for the purpose of agreement and to enhance support of the CBA as a function of seniority-based equalization of the work assignment process:

DAILY ROUTE: A regular and recurring scheduled pupil transportation schedule of events utilizing a school bus or other officially approved District conveyance that transports students from their regularly assigned bus stops to their assigned school at morning bell time with a return trip from their assigned school to their assigned bus stop (home) upon afternoon dismissal. Two key elements determine a daily route:

1. The transportation is provided during regularly scheduled school hours and in strict accordance with the current Board approved District calendar for 180 contract school days occurring Monday through Friday.
2. Board approved daily routes are funded in part by the Florida Education Finance Program (FEFP) and subject to State Finance regulations and audit.

School bus routes are assigned and/or periodically bid by driver/attendant seniority in accordance with (IAW) the current Collective Bargaining Contract (CBA).

NOTE:

As FEFP funding is not otherwise authorized, school bus routes shall not include transportation activities held on non-school days or outside the current Board approved contract school year. This provision includes the Federally funded Extended School Year (ESY).

FIELD TRIP: Student transportation provided in support of an extra-curricular or co-curricular program or activity that originates at an officially designated place of educational opportunity or school. The activity requires the transportation of students to an off-school campus location to conduct educational observance, specialized study, music participation, sports activities, unique student activity participation, or any other qualified educational opportunity or experience relevant to the school day. The trip ends with students being transported back to the point of the original educational location or school after the activity has concluded. The trip may occur before, after, or during school hours including weekend and nights. The District does not approve overnight field trips which utilize a yellow school bus. School bus drivers will be compensated at a 2-hour minimum rate or the actual work time required whichever is greater. Work will be assigned IAW the most current CBA.

ENROUTE FIELD TRIP: A Field Trip as defined above that begins before or after the employee's Daily Route or in a way that overlaps the employee's regular scheduled workday.

ACTIVITY RUN: Student transportation utilizing a school bus or other official District conveyance that originates at a designated place of vehicle boarding, educational/activity, unique assigned location, or school. Activity runs may occur at any time and on any day however, they are typically conducted Monday through Friday in the mid-day or after hours, transporting students to and/or from academic enrichment or other extra-curricular activities that do not occur within the normal school day at a school. Examples may include but are not limited to a wide range of specialized grant activities including Title I. Drivers will be compensated at a 2-hour minimum rate or the actual time whichever is greater. Work will be assigned IAW the current CBA.

EXTRA WORK: Any of a variety of work assignments that may be offered which does not include pupil transportation from one location to another. Examples include but are not limited to shuttling buses/vehicles, clerical work, detailing/washing buses, and other utility or miscellaneous work. Drivers will be compensated at the actual time worked. Work will be assigned IAW the current CBA.

STRAIGHT TIME: Means all hours worked up to 37.5 hours per week.

OVERTIME: Means all hours worked in excess of 37.5 hours per week. Straight Overtime means all hours worked in excess of 37.5 hours up to and including 40 hours per week and is paid at the employee's hourly rate of pay. Time-and-a-half Overtime means all hours worked in excess of 40 hours per week and is paid at 1.5 times the employee's hourly rate of pay.

CONCURRENT PAY: Means a situation in which an employee is receiving compensation twice for the same working time; also, commonly known as "double dipping." Generally accepted industry practice does not permit an employee to be paid twice for the same work time.

ON THE CLOCK ABSENCE: Means anytime that an employee is receiving pay for time but is NOT performing tasks, duties or any other work assignments on behalf of the District.

This MOU will sunset and the agreement language will automatically be amended to the contract upon commencement of the next official bargaining session unless otherwise negotiated. This MOU will become effective starting the date of the official signatures.



Scott Knoebel – SDOC Chief Negotiator



Carlos Martinez - Chief Negotiator Local Union #385

Date 10/2/23

Date 10-2-23

Contract Language, 2024-25

- 1. Article 24 – Miscellaneous Provisions, Section 5 – Perfect Attendance Incentive***
- 2. Article 19 – Transportation***

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Osceola County School Board Custodial Shoe Allowance Negotiations Proposal for the 2024-25 School Year for the Teamsters Local 385 Employees Bargaining Unit

Recognizing the need to support our ~~custodial~~ employees and encourage improved attendance, the School Board commits to provide Osceola County Teamsters Bargaining Unit employees the following firm offer.

Article 24 - Miscellaneous Provisions, Section 5 - Perfect Attendance Incentive

- This language will be added to Article 24 Section 5 of the contract between The School Board of Osceola County, Florida, and the Teamsters Local 385.

Section 5 - Perfect Attendance Incentive

- Perfect Attendance incentive for Transportation Bus Drivers, Bus Attendants, School Nutrition Services, Safety Security & Emergency Management, Maintenance, and Custodial workers. Perfect attendance per nine (9) weeks, as defined by school grading calendar, employee will receive \$125 paid at the end of each nine (9) week period. Perfect attendance defined as not missing any of the assigned time of an assigned workday. The School Board may consider annually to fund the Perfect Attendance Incentive.

TENTATIVE AGREEMENT

**OSCEOLA COUNTY SCHOOL BOARD
(OCSB)**



**CHIEF NEGOTIATOR FOR OCSB
Scott Knoebel**

TEAMSTERS LOCAL 385



**CHIEF NEGOTIATOR TEAMSTERS LOCAL 385
Carlos Martinez**



**TEAMSTERS LOCAL 385
Gary Brown**

Date: July 9, 2024

Proposed Teamsters Contract Language, 2024-25

1. Article 19

2. Article 24, Section 5

1. Article 19 – Transportation

Teamsters Proposal

Date: June 12, 2024, June 20, 2024, June 26, 2024, July 9, 2024

Teamsters and Management agreed to revise language to Article 19. Below are the agreed upon changes.

District's Response

Date: June 26, 2024

The following language in the contract will be updated as follows:

ARTICLE 19 TRANSPORTATION

SECTION ~~Section~~ 1 - ROUTE ASSIGNMENTS ~~Route Assignment~~

A. DAILY ROUTE SELECTION

All Regular Bus Drivers and Regular Bus Attendants will begin the new school year assigned to the same bus route as they ended the previous school year.

Regular "fulltime" Bus Drivers and Bus Attendants will be afforded the opportunity to determine their regular daily work schedule and worksite by picking a DAILY ROUTE during route bidding. This bidding will be conducted in "seniority order," beginning with the most senior employee continuing to the most junior. Bus Drivers and Bus Attendants who do not bid a daily route will be assigned to an open route at management's discretion.

All-Bid means a bid session in which ALL daily bus routes are available for selection. This will likely be conducted only under specific circumstances, such as district rezoning, the opening of new school(s), or any other significant event. Such a bid will likely be conducted before the start of the regular school year. In Because all-bids require the mandatory participation of Regular Bus Drivers, Regular Bus Attendants and Small Vehicle Operators, each participant will be compensated for 1-hour of time.

B. UNASSIGNED "OPEN" ROUTES

Open Route means a planned daily bus route that does not have a regular Bus Driver or Bus Attendant. Open routes can be caused by any of the following:

- The route was not selected at the time of last route bidding.
- The driver/attendant that bid the route has resigned, retired, or terminated.
- The route was created after route bidding.

If a route becomes open between bid cycles, management will temporarily assign a Driver/Attendant to the route, with the understanding the route will be available for selection in the next bid session. These sessions are an opportunity for employees who wish to change their current route assignments. Open routes will be made available for seniority bid twice per school year. The first open route bid will occur in July, prior to the start of the school year. The second open route bid will take place in December, and the newly bid assignments will become effective after the winter break. Because bidding for an open route is optional, Drivers/Attendants are not compensated for the time.

C. ROUTE SCHEDULED TIME PROTECTION

If a route that was bid and awarded to a Bus Driver or Bus Attendant is cancelled or reduced by 60 minutes or more, the total amount of hours for the Driver/Attendant's Route Scheduled Time (RST) will be protected from the change for 20 school days or until the next open route bid, whichever occurs first. After the 20 school days, the route will be adjusted to the recalculated RST, or 7.5 hours, whichever is highest. During the Open Route Bid, the driver/attendant may opt to bid on a different route or remain on the original route but with recalculated RST.

During any idle period of protected RST, management reserves the right to assign the employee other work, duties, or tasks.

In the event of route cancellation, the Driver/Attendant will be administratively assigned to an unassigned route that is currently open. If multiple routes are available, the driver/attendant may select from the choice of currently unsigned routes.

Upon request, the district will provide an explanation within five business days for the change, except during the first six weeks of the school year. This provision does not include any designated ESE routes.

D. ROUTE BIDDING

Upon request, a union representative may observe the bid assignment process. The seniority list will be available to the union representative before the bid process begins. All available routes will be posted electronically for viewing five days before the scheduled bid session. Bids will be awarded based on seniority. Seniority will continue to be determined according to District standards.

~~A. Bid schedule.~~

~~2023-2024; When an all bid is held all routes will be bid on or about the 3rd week of July. Beginning with 2024-2025 school year drivers and attendants will begin the school year~~

~~assigned to the same route from previous year. Forty-five days after school begins (2nd nine weeks) a bid will be held for any new or open routes. Forty-five days later (3rd nine weeks) a bid will be held for any open or new routes. The cycle of an "all-bid" every other year in July and a bid for open or new routes every 45 days will continue until renegotiated.~~

~~If a route is cancelled or changed by more than 60 minute, the Driver/Attendant's original Window of Operation (WOO) will be protected until the next open route bid or all bid of the school year at which time the driver/attendant may bid on a different route, or the driver may select an unassigned route that exists at that moment. These are presently unassigned awaiting the next bid date following seniority rules. They would not be held to the 45-day restriction. Regular benefited drivers, according to seniority, shall be given first consideration when new or open routes become available in a Transportation service area at the next open or all bid date, whichever occurs first. In the event a route becomes open between bids or just prior to the end of the school year, a substitute Driver/Attendant or Permanent Alternate (PA) will be assigned to the route with the _____ understanding that the route will be bid during the next bid cycle. _____ Open routes that were not bid on or assigned at the end of each bid cycle will be held open until the next bid cycle, a PA or substitute will be assigned to drive the open route in the meantime. In all cases, newly awarded bids will not take effect until the successful bidder has completed the seating chart, registration forms and student passenger list for his/her current route. Days four and five of the award week drivers will be paid to conduct their practice runs (one each day for two practice runs). Drivers may not begin the new route until the two practice runs are complete. Upon request, a business agent may monitor the bid assignment process. The seniority list will be available to the business agent at any time prior to the bid process. Management shall post any all-bids and any open route bids physically and electronically for viewing five days prior to the scheduled bid. Bids will be awarded based on seniority until all routes have been bid and awarded. After all Permanent Drivers/Attendants have bid, the remaining routes will be available for bid by Probationary Drivers/Attendants. Probationary Drivers/Attendants are not eligible to bid again until they have completed the probationary period. Prior to the bid, any Driver or Attendant on probation will be administratively place on a vacant route for the duration of their probation period. All bidding shall be performed during non-work hours. Bidders will be paid for one hour for time spent conducting "all bids" in the October "all bid" every other year. The 45-day open-rebid is not compensated~~

- ~~⊖ All route postings shall include the designated bus compound, total daily hours including pre and post trip, leave and park times, schools serviced, location of stops, route numbers, bus unit number, and the clock-in and clock-out times, as well as applicable ESE equipment. Additionally, bus drivers may be requested to temporarily make extra stops while on company time, provided time permits and it aligns with their schedule starting and ending times of the route and when applicable ESE equipment. All routes, however, are subject to change based on program changes as well as the addition or deletion of stops that have a financial impact to the District. The Board will not change total daily hours by more than 60 minutes — except to avoid a financial impact to the District. When requested, the district will provide explanation within five~~

~~days for the change with the exception of the first six weeks of the school year. This shall not include any designated ESE routes.~~

All routes are subject to change at any time throughout the school year based on student ridership, program changes as well as the addition or deletion of stops that have a financial impact to the district.

⊖ A bus driver or attendant who meets the qualifications to drive a bus for the School Board ~~can shall be eligible to~~ bid on and drive any route, except ~~those for routes designated~~ specifically for special needs students. ~~Only ESE and PA positions will only be awarded to those~~ individuals who have completed the required training as provided by the Board are eligible for ESE positions. Once a Bus Driver or Attendant is awarded ~~to~~ an ESE route, ~~they will be compensated or PA position, he/she shall receive compensation~~ at their hourly rate for any ~~necessary~~ required training, ~~needed to qualify for said position.~~ This ~~rule doesn't prevent~~ stipulation does not restrict a bus driver ~~who drives a bus~~ for exceptional educational students from bidding on and being assigned to any routes. ~~Immediate family member employees shall not be allowed to be placed on the same route.~~

Immediate family members or living partners employed by the School Board cannot be placed on the same route.

In the event that an employee cannot attend the All-Bid session, they have the option to designate a proxy to represent them. The proxy must be present at the employee's specified bid time, and it is the responsibility of the employee to ensure that the proxy acts in accordance with their preferences.

Failure to attend the mandatory bid session or to present a proxy will result in the employee being administratively assigned to an open route until the subsequent bid session.

E. EXTRA WORK: Extra work encompasses various tasks excluding pupil transportation, such as shuttling buses/vehicles, clerical work, bus detailing/washing, and other utility or miscellaneous tasks. Drivers will be compensated at a minimum rate of 2 hours, or the actual time worked, whichever is greater. However, Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor pay for on the clock absences (pay for not working).

Drivers and attendants are required to sign up for extra work during the last five working days of each month for the following month. Extra work assignments will be allocated based on seniority through the electronic field trip system. The daily extra work list will be distributed using a rotational system. The extra work list will be run weekly to ensure rotation is completed. Once the seniority list is finalized, all extra work assignments will begin at the top of the seniority list. Once a driver or attendant has received an extra work assignment, they will not be offered another until all individuals on the list have been offered an extra work assignment.

Clerical extra work is exclusively available to individuals who have passed the typing test within the district.

Employees must use their district email for communication and instructions regarding extra work assignments. The sign-up sheet for extra work is accessible at the reception desk of every facility.

All CDL Drivers must adhere to the maximum duty limits outlined in CFR 49 Part 395, which include a 15-hour on-duty limit, a 10-hour driving limit, and a 60/70-hour duty limit within a consecutive 8-day period. The primary limit is the 15-hour on-duty limit. (See Appendix E for further details).

F. ACTIVITY RUN: An activity run involves student transportation using a school bus or other official District conveyance from a designated boarding point, educational/activity site, specific assigned location, or school. While activity runs may happen at any time and on any day, they are typically conducted Monday through Friday during mid-day or after hours. These runs transport students to and/or from academic enrichment or other extracurricular activities that do not take place within the regular school day at a school. Examples include a variety of specialized grant activities, such as Title I program.

- ~~A. Activity runs will be assigned based on seniority using the extra work assignment process. These assignments will be communicated via radio on the alternative channel every Monday morning from 7:30 to 8:00. Drivers will be allowed to place up to twenty choices per bid period. Transportation Services is obligated to consider all bids placed by the employee in the order of preference the bids were entered. It is the employee's responsibility to clearly mark his/her bid indicating the bid priority order. Once the employee is offered a bid, then all other bids will be removed from consideration. Employees will be notified of the status of their bid, within three (3) consecutive workdays of the closing of the bid.~~
- ~~B. The bids may also be emailed to all drivers/attendants and/or posted and reviewed electronically on the Transportation web page. The successful bidder must remain on the awarded bid for a minimum of forty-five (45) school calendar days before being eligible to bid again on vacancies and new routes, if a route time is cut 60 minutes or more within the first 45-day period said driver /or attendant shall not be held to the 45-day restriction. Also, the 45-day restriction shall not be enforced for activity runs. All required paperwork must be completed prior to starting the new route.~~
- ~~C. If a route becomes available during the last six (6) weeks of school, it will be filled by a PA (Permanent Alternate) or if one is not available, a substitute driver, for the remainder of the school year and posted in accordance with paragraph (A) above, for the beginning of the next school year.~~
- ~~D. Extra work postings are all runs or routes that are not included in the regular school year routes. Management does however reserve the right to restrict overtime. Management will choose the senior driver whenever the difference in (WOO) is no more than one (1) hour. Management will also not restrict overtime until the driver has exceeded forty (40) hours regular time or has been offered one (1) extra work assignments. Extra work shall be posted, bid, awarded using the same guidelines vacant routes. Summer routes will be considered extra work and follow extra work list guidelines. Except in cases of~~

~~unforeseen significant life events a Driver/Attendant missing 3 consecutive days of their bid awarded activity run/extra work will forfeit the activity run/extra work and it will be reposted for bid. The Driver/Attendant or Attendant that forfeited shall not be eligible to bid on the forfeited activity run. Drivers/Attendants may bid on additional time runs as they become available providing, they do not drop any route/run they have obtained by successful bid within the past forty-five (45) school calendar days. CFR 49 Part 395 Maximum Duty Day for CDL Drivers; All GDL Drivers must follow three maximum duty limits at all times. They are on a 15-hour on duty limit, 10 hour driving limit, and 60/70-hour duty limit (consecutive 8-day period). The first limit is the 15-hour on-duty limit. (See Appendix E).~~

~~E. A Driver or Attendant may request an extra work sign-up form when the employee will be absent the entire week prior to the preceding month. The extra work sign-up form shall be submitted the last workday prior to the last week of the month. Drivers/Attendants interested in extra work, other than bus runs, shall sign up on an extra work list. The extra work list shall consist of four categories (clerical list, bus cleaning list, and general list, emergency field trip). The daily extra work shall be assigned using a rotation on a weekly basis for each individual list via the electronic field trip system or phone call as may be appropriate by immediate need according to seniority utilizing the overtime restrictions and exceptions listed herein. When a Driver or Attendant has received an extrawork assignment for the week (Sunday through Saturday), that person would not be offered another extra work assignment until all of the individuals on the specific extra work list has accepted an extra work assignment. Drivers and Attendants shall only be able to take one piece of extra work per day on each list. Anyone wanting to be placed the list shall only be allowed to sign-up during the last week of the preceding month and the list will begin the first day of the next month. Only those employees that have passed the District typing test shall be offered those assignments which require typing skills "all calls" for extra work shall not count as an accepted extra work assignment. The sign-up sheet shall be kept on the reception desk at the Simpson Road, St. Cloud, and Horizon Facilities.~~

. Dispatch will notify drivers via radio of the channel change. However, once accepted, activities such as the 21st Century and YMCA programs will be covered for the entire week by the individual to whom the activity was awarded.

NO-SHOW POLICY:

First occurrence - removal from extra work list for remainder of semester.

Second occurrence - removal from extra work list for remainder of school year.

⊖ All extra work /activity runs ~~outside of the bid zone~~ will be limited to the following:

Zone 1 can accept work in either Zone 1 or 2 only.

Zone 2 can accept work in Zone 1, 2 or 3. ~~Zone 3 can accept work in Zone 3 or Zone 2.~~

Zone 3 can accept work in Zone 3 or Zone 2.

Management will ~~list schools in the zones annually~~ update the list of schools within each zone, reflecting as new school constructions, schools are built or closed or changes zones are re-established in zone boundaries ~~accordance with new transportation facilities being constructed.~~

Drivers are permitted to operate ~~may drive~~ their assigned bus across zones to fulfill ~~complete~~ the necessary ~~appropriate~~ field trip, activity runs or extra work requiring ~~involving~~ the use of a bus. However, this is as required. Night times and weekends are an exception does not apply during nighttime or weekends. Personal vehicles should be utilized ~~used~~ to travel ~~go~~ to the appropriate depot.

Due to time constraints, drivers in need of ~~Drivers cannot use the bus for work that does not require a Bus. Drivers requiring a lift-~~ equipped bus may exchange ~~“swap”~~ their non-lift bus at school ~~as necessary~~ may be required to complete their assigned tasks on time. Alternatively, they must arrange for a suitable unit with the mechanic supervisor ~~task.~~

~~Extra work will continue to run from Sunday to Saturday to complete rotation. Once the seniority list is completed then all extra work will begin at the top of the seniority list. If someone is unable to perform extra work on the day, they are called then each day that person will be called first in order of seniority and then continue to where the list previously left off.~~

~~F. Extra Work Procedure All extra work will be called between 7:30-8:00 am, an alternate channel and distribute the extra work at the time range. Dispatch will notify drivers via radio of the channel change. The Window of Operation (WOO) is defined as the all-inclusive work time in which the minimum work guarantee and all driving time/standby time is included. Management will not require work beyond the Window of Operation without additional compensation. All time worked outside the WOO will be compensated at the appropriate rate any driver that chooses to park and clock out before the WOO time has elapsed will be docked for the lost time as may be appropriate. Conversely, if a driver/attendant gets a request to do another task from management during the WOO time but that task will go beyond the WOO time as agreed by management, the driver/attendant may reject the task without consequence.~~

Section 2 - Field Trips

~~Drivers, Attendants and Permanent Alternates may sign on/off the field trip list three (3) times per school year and agree to receive FT notification via district email. Any person signing on/off field trip list after assignments have begun will be credited with the average number of hours of all the Drivers, Attendants, and Permanent Alternates on the list. Drivers, Attendants, Permanent Alternates will be assigned to a list according to the last school/agency served in the AM and the last stop of the route in PM. A list will be posted in the field trip cabinet showing what school/agency is served for each list.~~

The List Will Be as Follows:

8-AM to

3-PM

Eastside

Days

8AM to 3

PM

Central

Days

8AM to 3

PM

Westside

5-Days

After 3

PM

Countywide

side

(Night)

Extreme Emergency Field Trip

List (within 24 hours only) Non-

school days, Weekends, and

Holidays

~~—Countywide Over-night Field Trips (including Grad Night etc.)~~

G. A weekly assigned extra work/ field

~~Countywide Elementary swim shuttles grouped 5 days at a time.~~

~~Any trip report will be posted instarting between the spirithours of transparency8:00-AM and fairness in the extra work assignment process.~~

SECTION 2

A. FIELD TRIPS

~~Field trips, as defined in this CBA will be assigned based on seniority using the electronic field3:00 PM will be a day trip system. Drivers and attendants must sign up for Field Trip on the beginning of each school year or when an employee becomes permanent. any trip starting after 3:00 PM to 8:00 AM will be a night trip.~~

Field Trips will be assigned in the Transportation Department using the automated field trip program no more than thirty (30) days in advance of the trip and no less than five (5) days in advance. All Field Trips that use county buses will be operated by bargaining unit employees unless none are available to perform the trip.

Field Trips will be assigned in seniority order for the first round and then they will be assigned by hours as equitably as feasible using hours worked as the equalizer.

B. TYPE OF FIELD TRIPS:

- ~~• Emergency Field Trip List (within 24 hours only)~~
- ~~• Day trip -Any trip starting between the hours of 9:30 AM and 1:30 PM~~
- ~~• Night trips -any trip starting after 5:00 PM. (Wednesday early days 4:30pm)~~
- ~~• Non-school days, Weekends, and Holidays~~
- ~~• Countywide Over-night Field Trips (including Grad Night etc.)~~
- ~~• Countywide Elementary swim shuttles grouped 4 to 5 days at a time.~~

~~The HOURS & FIELD TRIP SCHEDULE report for each week will be available for viewing on the district website "transportation employees only" section.~~

~~Employees are required to use their district email for communication and instructions regarding Field Trip assignments.~~

~~Drivers and attendants will be compensated for a minimum of 2 hours, or the actual time worked, whichever is greater. In the case of an enroute field trip assignment, whether scheduled electronically or via emergency radio all-call, the field trip time begins at the last scheduled pupil~~

stop as indicated by the Driver's Daily Route sheet. However, bus drivers and attendants cannot receive concurrent pay (double dipping) or pay for on-the-clock absences (pay for not working).

~~No driver or attendant may change their Absent and emergency Field Trips will be assigned in order, beginning with the Driver, Attendant, and Permanent Alternates with the least amount of credited hours. NO Field Trips will be manually assigned unless it is an extreme emergency (within twenty-four (24) hours).~~

~~No Driver, Attendant, or Permanent Alternates may change his/her permanent time schedule to accommodate a field trip departure time.~~
Any employee not on the Field Trip List will not be offered a field trip ~~Field Trip~~ unless it is an extreme emergency (all-call) to assist in ~~—~~ a missed trip or /no- show, with within six hours of notification required within one hour of the emergency.

~~The Employee's Summary Report as produced by the automated field trip program will be posted weekly in a separate locked bulletin board labeled "Field Trips Only" and will be posted at all fueling compounds.~~

All ESE Field Trips requiring the transport of a wheelchair and/or safety equipment will have a Transportation Attendant assigned to them.

~~Transportation Department will supply gate openers for all Field Trips assigned during non-working hours that depart from any gated transportation facility or any future transportation facility with an electronic gate.~~

All Field Trips will have an adult from the school on the bus.

C. CANCELLATIONS

~~1. Driver and Attendants All field trip requests will be assigned based on the following as indicated on the field trip request form: Number of elementary will not exceed three (3) per seat, middle and high school will not exceed two (2) per seat.~~

~~There will be a two (2) hours minimum for all field trips for Drivers, Attendants, and Permanent Alternates or actual hours whichever is greater.~~

~~Drivers, Attendants, and Permanent Alternates will receive, in addition to pay for actual field trip time, thirty (30) minutes at their applicable rate of pay on non-school days, weekends, and holidays to complete the following:~~

- ~~E. Pre-tripping~~
- ~~E. Post-tripping~~
- ~~E. Fueling~~
- ~~E. Cleaning/Sanitizing~~
- ~~E. Paperwork~~

~~All Drivers, Attendants, and Permanent Alternates will adhere to the Field Trip procedures.~~

~~Cancellations~~

~~1. Drivers, Attendants, and Permanent Alternates~~ will be paid two (2) hours when field trip(s) are cancelled within forty-eight (48) hours of the scheduled trip time. Except in cases where the trip(s) were cancelled due to inclement weather.

~~2. Drivers and Attendants, and Permanent Alternates~~ will ~~receive payment equivalent to be paid~~ fifty ~~(50)~~-percent ~~(50%)~~ of the originally requested hours, ~~with a -and no less than two (2) hours~~ minimum ~~guarantee offer trips less than two (2) hours for~~ ~~trips that~~ Field Trips cancelled without written notification during non-working hours.

~~Field Trips~~

~~Any Field Trip less than 48 hours.~~

~~A. Will not be counted as a refused Field Trip if refused.~~

~~B. Will be credited to Driver, Attendant, and Permanent Alternate.~~

~~Any Field Trip assigned in less than twenty-four (24) hours.~~

~~A. Will be considered an extreme emergency.~~

~~Will be assigned by an extreme emergency field trip list. This list will be based on seniority and rotated until all drivers/attendants are canceled within 24 hours or on-site.~~

D. REFUSALS:

~~B. 1. Inutilized. The hours will not be credited to those taking the absence of trips. Any FT less than hour will be an all call.~~

~~Refusals~~

~~Without documentation from the driver and /attendant, the refusal/P.A. will be considered charged as a Field Trip worked, and the hours will be charged/credited to both the driver and /attendant/P.A. Driver, Attendant, and Permanent Alternate as if the trip had been taken.~~

~~2. Documentation for the following reasons will be accepted: for illness, mandatory transportation meetings, jury duty, Jury Duty or mandated court appearances.~~

~~Documentation provided within forty-eight (48) hours will not be counted/credited against the Driver or /Attendant/P.A., Driver, Attendant, and Permanent Alternate.~~

~~3. Three (3) refusals without documentation will result in the removal from Field Trip assignments for the remainder of the school year.~~

E. NO-SHOW

~~No-Show~~

First occurrence - removal from Field Trip list for remainder of semester.

~~Second occurrence - removal from Field Trip list for remainder of school year.~~

F. UNAUTHORIZED LEAVING OF FIELD TRIP SITE

~~Tardy without Notification and/or Unprepared for Trip Unauthorized leaving of Field Trip Site~~

First occurrence - written documentation.

Second occurrence - removal from Field Trip list for remainder of semester. ~~Third occurrence-~~

~~removal from Field Trip list for remainder of school year Follow established contract progressive discipline procedures.~~

Third occurrence - removal from Field Trip list for remainder of school year

Follow established contract progressive discipline procedures.

G. PAPERWORK

~~Paperwork~~

Must be filled out properly and turned in within twenty-four (24) hours of Field Trip. If Field Trip is on the weekend, must be turned in the following workday morning with the exception of a valid excuse.

First occurrence ~~=~~ verbal

Second occurrence - written documentation

Third occurrence - removal from Field Trip list for remainder of semester ~~Fourth occurrence-~~

~~removal from Field Trip list for remainder of school year Follow established contract progressive discipline procedures.~~

Fourth occurrence - removal from Field Trip list for remainder of school year

Follow established contract progressive discipline procedures.

SECTION 3 - PAY FOR ALL HOURS WORKED

~~A. Section 3 - Pay for All Hours Worked~~

• Bus drivers and attendants will be paid for 7.5 hours₂ or time worked at their regular rate of pay in accordance with their 190-day contract year. Time and attendance will be calculated utilizing electronic timekeeping following district and industry standards.

• **B.** The following tasks shall not be considered part of a bus driver's or attendant's normal workday:

- ⊖ 1. prePre-approved major bus cleaning.

- ⊖ 2. Meetings approved by district administrators and/or area managers with students, parents and/or other district administrators and that occur after the end of the employee's work shift.
 - ⊖ 3. Reviewing and delivering bus video to schools and departments as requested by principals and other district administrators and/or area managers.
 - ⊖ 4. Mechanical failure of the bus, beyond work hours.
 - ⊖ 5. Motor vehicle accidents, beyond work hours.
 - ⊖ 6. Writing referrals.
 - ⊖ 7. FTE paperwork.
 - ⊖ 8. Driver liaison duties.
 - ⊖ 9. Service dates beyond route hours.
 - ⊖ 10. Creating a student emergency lists or student registrations as may be required.
 - ⊖ 11. Annual and/or the required reoccurring training conducted or professional development ~~each year~~ ~~each year~~ for conducted for drivers/attendants will typically begin at their designated work site. Electronic on-line instruction may also be a part of or replace the traditional training venue. Required/directed on-line training may also be completed in the home setting when appropriate. In all cases, drivers/attendants Drivers will be compensated paid for allotted time spent completing the required tasking(s) in this required workshop.
 - ⊖ 12. When performing these tasks and other work assignments outside the designated workday, bus drivers and attendants shall be paid their regular rate of pay, or overtime rates, whichever is applicable.
- C.—Overtime at time and one half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) in a work week. If an employee performs work that warrants a different rate of —pay other than their base rate, then a weighted average calculation must be applied in order to determine overtime payment due for all hours worked over forty per week.
- D.
- Employees shall be paid their regular rate of pay, or overtime rate, whichever is applicable, for all —time spent in mandatory training classes.

Pre/—Post Trip time of one hour (1) at their —regular rate of pay per day will be paid to drivers. This time will include:

- ⊖ 1. Pre-Trip inspection of bus.
- ⊖ 2. Post-Trip inspection of bus.
- ⊖ 3. Paperwork (including referrals, pre-trip form, time validation paperwork card, regular seating chart and student bus registrations, etc.).
- ⊖ 4. Care of assigned bus.
- ⊖ 5. Fueling.
- ⊖ 6. Sweeping and emptying of trash.
- ⊖ 7. Picking up mail.

Driver Liaisons positions will be assigned by seniority at each school.

- E. Overtime Clarification- Transportation Fleet side
 - ⊖ 1. Daily Overtime sign-in sheet will be in the timesheet book. Mechanics must sign up for overtime daily at clock-in time or within 2 hours after starting time.
 - ⊖ 2. Overtime assignments will be issued by seniority based on the daily sign-up sheet.
 - ⊖ 3. Overtime is offered to eligible employees daily up to 2 hours before end of shift.
 - ⊖ 4. If late shift Mechanics sign up, their overtime (if required) will be for the next daynextday.
 - ⊖ 5. ———If any shift cannot finish approved overtime on the same day, they can finish the rest of the overtime before they start their regular shift on the next day with approval of the Fleet Supervisor and/or Lead Mechanic.
 - ⊖ 6. ———No additional overtime will be permitted without the approval of the Fleet Supervisor or the Lead Mechanics.
 - ⊖ 7. At no time can a shift be changed or adjusted due to overtime assignments without approval from the Fleet Supervisor.
 - ⊖ 8. Any overtime for Lead Mechanics must be approved by Fleet Supervisor.
 - ⊖ 9. Each Monday, or the first workday of the week, the senior eligible mechanic is offered overtime first.
 - ⊖ 10. These rules also apply to Parts Department employee's waiver:
 - a. Finish inspections
 - b. Horizon repairs
 - c. Road calls

SECTION Section 4 – TOOLS – Bus Safety

- ~~A. – The district All lifts in transportation shall be inspected annually and kept in safe working condition.~~
- ~~B. – School Bus Drivers and attendants will be provided information on medically fragile students that they are responsible for transporting. It is understood that this information is to be held strictly confidential and released only in appropriate medical circumstances. Drivers will be provided a list of personnel at~~

~~each school that they can contact in the event of a behavioral problem with a student to determine if the student requires special behavioral strategies.~~
- ~~C. – No school bus driver will be permitted to load a bus beyond its rated capacity.~~
- ~~D. – Bus attendants will be placed on every bus which transports an ESE student whose Individual Educational Plan requires an attendant to be on the bus.~~
- ~~E. – The Board shall provide to new school bus drivers the required and appropriate number of training hours as set forth by State and Federal curriculum and GDL requirements/guidelines. Training hours will include both classroom and behind the wheel experiences, plus an orientation program.~~
- ~~F. – Radios will be monitored and responded to by transportation personnel during all normally scheduled transportation hours, excluding field trips, extra work and activity runs. All calls will continue to go out as normal on both channels; once a call is answered the driver will be able to switch to another channel if needed to discuss details.~~

~~G. When a school or organization requests transportation services during evenings or weekends, the school or organization will be required to provide at least one (1) cell phone per trip.~~

Section 5--Tools

~~The Board~~ shall continue to supply and maintain air tools to mechanics. Mechanics shall be required to provide only basic hand tools. All other tools required shall be provided by the ~~d~~District at no cost to the mechanics. All vehicle mechanics shall maintain an annual tool inventory on a district approved form. The tool inventory shall be submitted to and verified by the fleet supervisor. The original shall be filed with the fleet supervisor and a copy shall be provided to the employee.

DEFINITIONS

Article 19 Definitions

~~In the absence of mutually agreed concise contract definitions as to what constitutes a Bus Route, Field Trip, Activity Run, and Extra Work, the~~

~~The~~ following definitions are provided to ensure clarity and offered for the purpose of agreement and to enhance support of the Collective Bargaining Agreement (CBA) regarding as a function of seniority-based equalization of the work assignment process:

BUS DRIVERS AND BUS ATTENDANTS: These employees are classified as Hourly, Non-Exempt, and are compensated based on the total number of hours worked at an appropriate hourly rate. They are not exempt from the Fair Labor Standards Act Overtime Rule and will be paid accordingly. However, Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor compensation for on-the-clock absences (payment for not working).

ROUTE SCHEDULE TIME (RST): This form is utilized by management to define the unique start and end times of each employee's regular scheduled workday, which must be no less than 7 ½ hours.

The RST should not be interpreted as an employment contract between individual employees and SDOC guaranteeing a fixed basic pay. Employees are expected to work the entirety of their regular scheduled workday. Tardiness or leaving the worksite early will result in deductions from Sick Leave balances and, for employees with no Sick Leave balance, will be unpaid.

DAILY ROUTE: A regular and recurring scheduled pupil transportation schedule of events utilizing a school bus or other officially approved District conveyance that transports students from their regularly assigned bus stops to their assigned school at morning bell time with a return trip from their assigned school to their assigned bus stop (home) upon afternoon dismissal. Two key elements determine a daily route: _

1.

o The transportation is provided during regularly scheduled school hours and in strict accordance with the current Board approved District calendar for 180 contract school days occurring Monday through Friday._

☉ 2. Board approved daily routes are funded in part by the Florida Education Finance Program (FEFP) and subject to State Finance regulations and audit.

School bus routes are assigned and/or periodically bid by driver/attendant seniority in accordance with (IAW) the current Collective Bargaining Contract (CBA).

NOTE:

- As FEFP funding is not otherwise authorized, school bus routes shall not include transportation activities held on non-school days or outside the current Board approved contract school year. This provision includes the Federally funded Extended School Year (ESY).

- **FIELD TRIP:** Student transportation provided in support of an extra-curricular or co-curricular program or activity that originates at an officially designated place of educational opportunity or school. The activity requires the transportation of students to an off-school campus location to conduct educational observance, specialized study, music participation, sports activities, unique student activity participation, or any other qualified educational opportunity or experience relevant to the school day. The trip ends with students being transported back to the point of the original educational location or school after the activity has concluded. The trip may occur before, after, or during school hours including weekend and nights. The District does not approve overnight field trips which utilize a yellow school bus. School bus drivers will be compensated at a 2-hour minimum rate, or the actual work time required whichever is greater. Work will be assigned IAW the most current CBA. ~~which utilize a yellow school bus. School bus drivers will be compensated at a 2-hour minimum rate or the actual work time required whichever is greater. Work will be assigned IAW the most current CBA.~~

ENROUTE FIELD TRIP: A Field Trip, as defined above, occurs when it begins before or after the employee's Daily Route or in a manner that overlaps the employee's regular scheduled workday. In the event of an Enroute Field Trip assignment, scheduled either electronically or by emergency radio all-call, Field Trip time commences at the last scheduled pupil stop indicated on the Driver's Daily Route sheet. Bus Drivers and Bus Attendants cannot receive concurrent pay (double dipping) nor compensation for on-the-clock absences (payment for not working).

- **ACTIVITY RUN:** Student transportation utilizing a school bus or other official District conveyance that originates at a designated place of vehicle boarding, educational/activity, unique assigned location, or school. Activity runs may occur at any time and on any day however, they are typically conducted Monday through Friday in the mid-day or after hours, transporting students to and/or from academic enrichment or other extra-curricular activities that do not occur within the normal school day at a school. Examples may include but are not limited to a wide range of specialized grant activities including Title I. Drivers will be

compensated at a 2-hour minimum rate or the actual time whichever is greater. Work will be assigned IAW the current CBA.

- **EXTRA WORK:** Any of a variety of work assignments that may be offered which does not include pupil transportation from one location to another. Examples include but are not limited to shuttling buses/vehicles, clerical work, detailing/washing buses, and other utility or miscellaneous work. Drivers will be compensated at a 2-hour minimum rate or the actual time whichever is greater. Work will be assigned IAW the current CBA.

STRAIGHT TIME: Means all hours worked up to 37.5 hours per week.

- **OVERTIME:** Means all hours worked in excess of 37.5 hours per week. Straight Overtime means all hours worked in excess of 37.5 hours up to and including 40 hours per week and is paid at the employee's hourly rate of pay. Time-and-a-half Overtime means all hours worked in excess of 40 hours per week and is paid at 1.5 times the employee's hourly rate of pay.

- **CONCURRENT PAY:** Means a situation in which an employee is receiving compensation twice for the same working time; also, commonly known as "double dipping." Generally accepted industry practice does not permit an employee to be paid twice for the same work time.

- **ON THE CLOCK ABSENCE:** Means anytime that an employee is receiving pay for time but is NOT performing tasks, duties or any other work assignments on behalf of the District.

2. Article 24 – Miscellaneous Provisions

Teamsters Proposal

Date: June 5, 2024, June 12, 2024

Section 5 – Perfect Attendance Incentive

- Teamsters requested for custodians to be added to the perfect attendance incentive.

District's Response

Date: June 20, 2024

- Management agreed to add custodians to the perfect attendance incentive.
- The following language in the contract will be updated as follows:
 - Perfect Attendance incentive for Transportation Bus Drivers, Bus Attendants, and School Nutrition Services, Safety Security & Emergency Management, Maintenance, and Custodial workers. Perfect attendance per nine (9) weeks, as defined by school grading calendar, employee will receive \$125 paid at the end of each nine (9) week period. Perfect attendance defined as not missing any of the assigned time of an assigned workday. The School Board may consider annually to fund the Perfect Attendance Incentive.

2024-25 LABOR CONTRACT, SALARY AND FRINGES ACCEPTED BY
THE SCHOOL BOARD AND THE TEAMSTERS LOCAL 385,
TEAMSTERS EMPLOYEES

Accepted by the
School Board of Osceola County, Florida

Accepted by the
Teamsters Local 385



Heather Kahoun,
Chairperson of the Board



Carlos Martinez,
Chief Negotiator of Teamsters Local 385



Dr. Mark Shanoff,
Superintendent



Gary Brown,
Teamsters Local 385



Scott Knoebel,
Chief Negotiator for the School Board

Witnesses as to the School Board

Witnesses as to the Association

Tentative Agreement by Teamsters:

July 9, 2024

Ratified by Teamsters Local 385:

Ratified by Osceola County School Board (OCSB):

Term of Contract Expiration Date:

June 30, 2025