

MCFUSE Proposal #6

04 August 2020

6. Working Conditions

1. Bus Driver and Bus Attendant –

a) In addition to the PPE listed in Proposal #3, the District shall provide each bus driver and bus attendant the following Personal Protective Equipment at no cost to the employee:

- Disposable surgical gowns
- Reusable face shields
- Biohazard Bags

b) Each bus shall have both a Driver and an Attendant, allowing the Attendant to perform the necessary screening required by the Public Education Department's Reentry Guidelines.

c) Each Bus Attendant will be provided with a no-touch thermometer and will be trained on its use

d) Prior to a student taking a seat on the bus, the Attendant shall take his or her temperature, and will observe whether the student is exhibiting any obvious symptoms of a potential COVID-19 infection, such as coughing, shivering, etc.

e) The district shall provide the Driver and/or Attendant of each bus a manifest of students for a given route. The Attendant shall mark on the bus's manifest using one color of highlighter all students who are not on the bus, and will mark all students with a temperature above 100.3 and or/other visible signs of a possible COVID-19 infection with a different colored highlighter

f) The Driver shall notify dispatch of a possible COVID-19 infection

g) The Principal or Assistant Principal of each school shall meet the bus that has notified dispatch of a possible COVID-19 illness, shall sign receipt of the marked-up manifest and take a picture of the manifest. The original manifest shall remain with the Driver and/or Attendant. The Principal or Assistant Principal shall then take custody of potentially ill students and follow the District's approved protocols for them. The Principal or Assistant Principal shall notify the appropriate state agency or agencies of the potential COVID-19 infection.

h) Drivers and Attendants shall have full authority to enforce a mask requirement for all students on the bus, and shall not be obligated to transport a student who refuses to wear a mask at all times while on the bus. No driver or attendant shall be disciplined for enforcing the mask requirement or denying entry of the bus by any student who refuses to wear a mask

i) The District shall hold drivers and attendants harmless for any student's illness who utilizes the bus

j) No driver or attendant shall be disciplined for running late due to these screening requirements

2. Bus Sanitation

- a. The District shall follow all CDC guidelines for disinfecting the busses
- b. Bus Drivers and / or Attendants will be paid for all time spent sanitizing the bus after every route, and at the end of each duty day
- c. The District shall provide all CDC – approved sanitizing supplies to Drivers and / or Attendants at no cost to the employee. The District shall provide all necessary training on the proper storage and use of the sanitation supplies

3. Bus Capacity

- The District shall require students to sit 2 per seat on alternate rows of the bus for a 50% capacity limit, and will not schedule or require pick – ups that exceed this limitation.
- No Driver or Attendant shall be disciplined for enforcing the seating or the social distancing requirements

4. Custodial Staff

- a. The District shall follow all CDC guidelines for disinfecting work sites
- b. In addition to the PPE listed in MCFUSE Proposal #3, the District shall provide all Custodians with
 - Disposable Surgical Gowns
 - Reusable Face Shields
 - Biohazard Bags
- c. Custodians will be paid time and a half for any hours over 40 in a work – week that they spend performing additional sanitation and disinfection of sites
- d. Custodians will not be disciplined for failure to complete normal duties due to additional time spent disinfecting work sites

5. EA Cross-Training

- a. The district shall complete the necessary PED documentation to ensure proper licensure for EA cross – training
- b. EA's may volunteer for substitute cross – training but shall not be compelled to do so
- c. Where the EA's do perform work in the other classification, the District shall pay that employee the higher wage rate for all work performed

6. Scheduling

- a. MCFUSE and the District agree that during the course of the school year the duty day may vary, given the unpredictability of the Public Health Emergency. Therefore the Parties agree to the following:
 - Any mid-year changes to the duty day shall first be bargained with MCFUSE prior to implementation
 - Any duty day changes which lengthen the amount of work time required of Bargaining Unit Members shall be paid at the appropriate hourly rate, in no less than 15 – minute increments, to include time and one half for Bargaining Unit Members who exceed 40 hours in a work-week
 - No employee shall give up their 30 minute duty free lunch period. If required to supervise students during lunch, employees shall be paid at their hourly rate.
 - Should PED or the District mandate a return to 100% Distance Education model, the District shall not automatically lay off employees nor engage in a Reduction in Force. The District shall bargain with MCFUSE in good faith to provide alternative duty assignments to affected Bargaining Unit Members.

7. Technology Requirements

Employees will not be required to provide their own technology or internet service as a condition of employment. Should the district use the 100% distance learning model, the following apply:

- The district shall provide wireless internet or hotspots for Employees who do not currently have an internet subscription
- The internet access shall be accessible and convenient for Employees to fulfill their duties
- Employees shall not be required to pay for technology that is damaged or lost